

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

**July 28, 2022**

**5:00 P.M.**

**Meeting Will Be Conducted Via Zoom**

**AGENDA**

**PUBLIC PARTICIPATION**

The public may observe and/or participate in this meeting in many ways.

**OBSERVE:**

- To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10
- To observe the meeting by video conference, please click on the link below:

When: July 28, 2022 5:00 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD MEETING- July 28, 2022

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84358084956>

Or One tap mobile :

US: +16694449171,,84358084956# or +16699009128,,84358084956#

Or Telephone:

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

US: +1 669 444 9171 or +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 646 931 3860

Webinar ID: 843 5808 4956

International numbers available: <https://us02web.zoom.us/j/84358084956>

**COMMENT:**

There are two ways to submit public comments.

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

If you have any questions, please email [hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov).

## HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
  - a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.
4. CONSENT ITEMS
  - a. Renewal: Adoption of AB 361 Resolution (pp. 4-6)
  - b. Approval of Board Minutes, 6/9/2022 (pp. 7-13)
5. APPEALS\*
  - a. T22-0024, Leshne v. Meriau (pp. 15-115)
  - b. L21-0054, Winters Marital Trust v. Tenants (pp. 116-154)
6. SCHEDULING AND REPORTS
  - a. Board Recess 2022
7. INFORMATION AND ANNOUNCEMENTS
  - a. Board Training Session—Robert’s Rules of Order (p. 14)
8. OPEN FORUM
9. ADJOURNMENT

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

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*\*Staff appeal summaries will be available on the Rent Adjustment Program’s website and the City Clerk’s office at least 48 hours prior to the meeting pursuant to O.M.C. 2.20.070.B and 2.20.090*

As a reminder, alternates in attendance (other than those replacing an absent board member) will not be able to take any action, such as with regard to the consent calendar.

**Accessibility:**

Contact us to request disability-related accommodations, American Sign Language (ASL), Spanish, Cantonese, Mandarin, or another language interpreter at least five (5) business days before the event. Rent Adjustment Program (RAP) staff can be contacted via email at [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) or via phone at (510) 238-3721. California relay service at 711 can also be used for disability-related accommodations.

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en Español, Cantones, Mandarín o de lenguaje de señas (ASL) por favor

envíe un correo electrónico a [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

需要殘障輔助設施, 手語, 西班牙語, 粵語或國語翻譯服務, 請在會議前五個工作天電郵 [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) 或致電 (510) 238-3721 或711 California relay service.

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CITY ATTORNEY'S OFFICE

# CITY OF OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

## RESOLUTION NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, on October 14 and December 9, 2021, and January 27, February 10, March 10, April 14, May 12, and June 9, 2022, the Housing, Residential Rent and Relocation Board (HRRRB) adopted a resolution determining that conducting in-person meetings would present imminent risks to attendees' health and electing to continue conducting meetings using teleconferencing in accordance with California Government Code Section 54953(e), a provision of AB 361; now therefore be it:

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

**FURTHER RESOLVED:** that, based on these determinations and consistent with federal, state and local health guidance, the Rent Board determines that conducting in-person meetings would pose imminent risks to the health of attendees; and be it

**FURTHER RESOLVED:** that the Rent Board firmly believes that the community's health and safety and the community's right to participate in local government, are both critically important, and is committed to balancing the two by continuing to use teleconferencing to conduct public meetings, in accordance with California Government Code Section 54953(e), a provision of AB-361; and be it

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

APPROVED BY THE FOLLOWING VOTE

AYES: HUDSON, NICKENS, OSHINUGA, TORRES, VIRAMONTES, WILLIAMS AND  
CHAIRPERSON INGRAM

NOES:

ABSENT:

ABSTENTION:

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

ATTEST

\_\_\_\_\_  
BRIANA LAWRENCE-MCGOWAN  
Rent Adjustment Program, Housing  
& Community Development  
Department

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

June 9, 2022

5:00 P.M.

**VIA ZOOM CONFERENCE**

**OAKLAND, CA**

**MINUTES**

**1. CALL TO ORDER**

The Board meeting was administered via Zoom by H. Grewal, Housing and Community Development Department. He explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Ingram at 5:03 p.m.

**2. ROLL CALL**

<b>MEMBER</b>	<b>STATUS</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>EXCUSED</b>
R. NICKENS, JR.	Tenant			X
P. VIRAMONTES	Tenant			X
J. DEBOER	Tenant Alt.	X		
Vacant	Tenant Alt.			
D. INGRAM	Undesignated	X		
C. OSHINUGA	Undesignated	X		
E. TORRES	Undesignated		X	
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
T. WILLIAMS	Landlord	X		
N. HUDSON	Landlord	X		
Vacant	Landlord Alt.			
K. SIMS	Landlord Alt.			X

**Staff Present**

Braz Shabrell  
Harman Grewal  
Briana Lawrence-McGowan  
Mike Munson

Deputy City Attorney  
Business Analyst III (HCD)  
Administrative Analyst I (RAP)  
KTOP

**3. PUBLIC COMMENT**

- a. James Vann from the Oakland Tenants Union spoke and stated that he did not receive the agenda as he normally does and requested for the mailing list to be corrected. Mr. Vann also mentioned that he has noticed an increase in the frequency of cases being remanded, stating that if there's sufficient evidence, the Board should attempt to rule on the matter rather than remanding cases because it slows the process down and is unnecessary. Mr. Vann urged the Board to think twice about remanding, and stated that if the Board has enough information, they should make a decision.
- b. Hannon Smith spoke and stated that his appeal hearing was scheduled and asked if he was going to have time to speak during that time or if he should speak during public comment. Staff informed Mr. Smith that he would be allowed to speak during the appeal hearing.

**4. CONSENT ITEMS**

- a. Renewal—Adoption of AB 361 Resolution and Approval of Board Minutes, 5/12/2022 & 5/26/2022: Chair Ingram moved to renew the adoption of AB 361 resolution and to approve the Board minutes from both the 5/12/2022 and 5/26/2022 meetings. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

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

The motion and minutes were approved.

**5. APPEALS\***

- a. T21-0128, Smith v. Chan

Appearances: Hannon Smith Tenant

This case involved a tenant petition that was filed alleging various decreased housing services. The owner filed a response and indicated that many of the issues were being addressed and submitted receipts and other substantive responses to the tenant's claims. The owner also indicated that the unit was exempt from the Rent Adjustment Ordinance pursuant to Costa Hawkins. A hearing took place on February 1, 2022, and the hearing was strictly limited to the issue of jurisdiction and whether the unit was exempt from the Rent Adjustment Ordinance. The Hearing Officer did not get into any of the

substantive decreased housing service claims raised in the tenant's petition. In the Hearing Decision, the Hearing Officer found that the unit was exempt from the Rent Adjustment Ordinance as a single-family residence. This was based on the fact that there were no other buildings on the property, the owner never rented out the house as separate units, and the property was always rented to a single party. The tenant appealed the Hearing Decision. There was a prior RAP Hearing Decision issued from 2015 that found that the property was exempt as a single-family residence because the rental agreement was for the entire property and the owner was not renting out a multi-unit dwelling. The following issue was presented to the Board:

- 1.) Was there sufficient evidence supporting the determination that the property is exempt from the Rent Adjustment Ordinance pursuant to Costa Hawkins?

The tenant contended that they have lived at the property for eight years, that they have been a sub-tenant since 2014, and that a new lease was signed in October 2016. The tenant argued that a previously issued notice of violation shows that the property was in violation and that it was not zoned as a residential property. The tenant contended that the owner has been renting the property to them illegally for six years, and that evidence was previously submitted after RAP denied the initial petition due to jurisdiction, since the house has been deemed a single-family home. The tenant contended that after the Hearing Decision was issued in 2015, their rent was increased, despite there being no improvements to the property and there being multiple violations on the property. The tenant argued that the property has been rented to them for residential living and that it was rented to others previously, even though the property was previously a dental office and storage unit and is not zoned as a residential property.

The tenant argued that there was mold growing in another sub-tenant's room downstairs, that it took a long time for the owner to fix the issue, and that the owner's response was not immediate to that specific issue, nor to the tenant's initial claims when the petition was filed. The tenant contended that none of the owner's responses were immediate, which is why the tenant contacted the City for help. The tenant argued that the owner lied about making a remodel in a previous hearing, and that when the tenant called them out in that hearing, they retracted their statement. The tenant contended that they are currently being evicted at no fault and without just cause—and that the owner is working with a contractor to make repairs so that the property can be reverted back to a fully commercial space. The tenant argued that the owner has ignored basic maintenance to the property over the years, that they've been renting to people illegally for over a decade, and that after the owner was shown the issues with the property by the tenant, they responded by stating "*It is an old home and there is nothing we can do about it*". The tenant contended that they think the owner was always aware of and admitted guilt to the zoning issues with the property.

After parties' arguments, questions to the parties, and Board discussion, Member T. Williams moved to remand the case back to the Hearing Officer, as the definition of residential real property was not met, therefore Costa Hawkins does not apply; and for the Hearing Officer to hold a hearing to address the tenant's alleged decreased housing services claims. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

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

The motion was approved.

b. T22-0029, Felix v. Sarabia

Appearances:	Jacqueline Sarabia	Owner
	Karla Felix	Tenant
	Gregory Ching	Tenant Representative
	Laura & Vicky	Spanish Interpreters

The interpreters were sworn in by staff.

This case involved a tenant petition contesting a rent increase from \$1100 to \$1200 that was received in August 2021. The tenant indicated in the tenant petition that they did not receive a RAP notice along with the rent increase notice or previously. The owner did not file a response to the tenant's petition—and because a response was not filed, an Administrative Decision was issued that granted the tenant's petition and the scheduled hearing was cancelled. The tenant's petition, which was signed under penalty of perjury, made a sufficient showing of facts supporting a finding that the rent increase was unlawful. The increase was held to be invalid because the required RAP notice was not served with the increase or at any time, the increase was above the allowable CPI amount at the time due to the local emergency moratorium, which prohibits increases above the CPI—and because the rent increase notice was not served at least 30 days prior to when the rent increase was to go into effect. The landlord is appealing the Administrative Decision and the appeal was filed on the grounds that the decision is not supported by substantial evidence. On appeal, the owner alleged that the tenant's rent is \$1300 a month: \$1200 for rent and \$100 for utilities. The owner claims that they have receipts and a contract to demonstrate this amount and that the alleged rent increase is not in fact an increase— it is what the tenant's rent is. The following issue was presented to

the Board:

- 1.) Is the Administrative Decision that granted the tenant's petition supported by substantial evidence?
- 2.) Was there good cause for the owner not to file a response?

The owner contended that she did not understand that tenant's petition, that she did not know that she was supposed to give a RAP notice to inform the tenant of the Rent Adjustment Program and Ordinance—and that she has other tenants and did not give them a RAP notice either. The owner argued that the tenant is paying \$1300 a month—\$1200 for rent and \$100 for utilities; and that she has all of the receipts from 2018 to the present. The owner contended that when the tenant first moved in back in 2018, the unit was not being rented to her, it was being rented to her boyfriend. The owner argued that at that time, the tenant was pregnant and she felt sorry for her, which is why she decided that the tenant could stay without a contract—however, now she has a contract. The owner argued that she did not receive anything in the mail regarding the case, which is why a response was not filed, and that sometimes her mail goes to another property with a similar address.

The tenant representative contended that a Hearing Officer is in power to issue a decision administratively if the owner has failed to file a response—and that in this case, the property owner did not file a response. The tenant representative argued that there is no dispute as to the facts and that the record provides substantial support to the Hearing Officer's decision. The tenant representative contended that the rent increase was deemed improper for three reasons, none of which have been disputed by the owner, which included that the owner did not provide a RAP notice concurrently with or prior to the rent increase notice, the rent increase was not served with a proper 30-day notice as required—and that the increase amount was 9.1%, which is in violation of the emergency moratorium, which states that any notice of rent increase in excess of the CPI rent adjustment shall be void and unenforceable. The tenant representative argued that the owner did not dispute that this amount is in excess of the effective CPI of 1.9%, making the increase void and unenforceable—and that this is sufficient for a finding that the increase notice was unlawful.

The tenant representative contended that the owner has not shown sufficient cause for failure to respond to the tenant's petition and that the Hearing Officer's decision should be upheld. The tenant representative argued that the owner's appeal made no mention of cause for failure to file a response and that the appeal focused on the amount of rent that the tenant pays. The tenant representative contended that the owner claims she was denied a sufficient opportunity to respond due to confusion around the hearing date, but that this confusion does constitute a good cause. The tenant representative argued that the notice and response requirements, hearings process, and deadline information is regularly and publicly available both on the RAP website and in the

Oakland municipal code—and argued that since the owner ignored these directions and claims to not have been personally aware of the substantiality of her inaction until the issuance of the Administrative Decision, this is not good cause for failure to file response. The tenant representative contended the owner claiming that the mail may have been redirected is no fault of her own nor any fault of the tenant, that this cannot proven or disproven; but that the owner did receive notice via multiple methods. The tenant representative argued that although it is possible that all of the mailed documents were accidentally directed to a different residence, that does not count as good cause for failure to respond to a petition. The tenant representative contended that the owner had the opportunity to present this kind of an argument at the time that the appeal was filed to support her claims of good cause to not respond—and argued that instead, the property owner has reiterated issues related directly to the amount of rent that the tenant has paid in the past.

After parties' arguments, questions to the parties, and Board discussion, Member J. deBoer moved find that the owner did not have good cause for failure to submit a response to the tenant's petition and to remand the case back to the Hearing Officer to schedule a new hearing and to allow the tenant to submit evidence up to 7 days prior to the scheduled hearing. This does not preclude the Hearing Officer from issuing another Administrative Decision. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

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

The motion was approved.

## **6. SCHEDULING AND REPORTS**

- a. None

## **7. INFORMATION AND ANNOUNCEMENTS**

- a. None

## **8. EVICTION MORATORIUM RESOLUTION DISCISSION**

- a. Chair Ingram led a continued discussion related to drafting a resolution to support the eviction moratorium.

**9. OPEN FORUM**

- a. James Vann spoke and stated that it is frustrating listening to Board meetings as the Board continuously discussed something that was not before them at all. Mr. Vann mentioned that the City Attorneys could do a better job at clarifying what the issues are before the Board, so that they can concentrate on those issues, and stated that in one of the cases, it was not the Board's duty to go into what was not in the record or what was not before them in a petition. Mr. Vann stated that he hopes the Board will do a better job from now on.

**10. ADJOURNMENT**

- a. The meeting was adjourned at 8:07 p.m.



Department of Housing and Community Development  
Rent Adjustment Program

(510) 238-3721  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

**OUTLINE FOR HOUSING, RESIDENTIAL RENT AND RELOCATION  
BOARD TRAINING**

**July 28, 2022**

**Robert's Rules of Order**

- I. Introduction**
- II. Chair**
- III. Minutes**
- IV. Committees**
- V. Motions**
- VI. Voting**
- VIII. Adjournment**

#3193333v1

**000014**

## CHRONOLOGICAL CASE REPORT

Case No.: T22-0024

Case Name: Leshne v. Meriau

Property Address: 1534 Filbert Street, Oakland, CA 94607

Parties: Kai Leshne (Tenant)  
Duane Dejoie (Tenant Representative)  
Cedric Meriau (Owner)  
Matthew Quiring (Owner Representative)

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	January 21, 2022
Property Owner Response filed	February 17, 2022
Notice of Remote Mediation/Hearing emailed	March 16, 2022
Respondent's Submission of Tangible Evidence	April 13, 2022
Order of Dismissal emailed	April 22, 2022
Tenant Appeal filed	May 9, 2022

000015

T22-0024 EL/BL



**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

**RECEIVED**  
JAN 21 2022  
RENT ADJUSTMENT PROGRAM  
OAKLAND

4/27

## TENANT PETITION

**Please fill out this form as completely as you can.** Use this form to contest a rent increase, seek a rent decrease, and/or contest an owner exemption from the Rent Adjustment Program. Failure to provide the required information may result in your petition being rejected or delayed. See the last pages of this petition packet ("Important Information Regarding Filing Your Petition") or the RAP website for more information. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING.** To make an appointment email [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov).

### Rental Unit Information

Street Number: 1534 Street Name: Filbert St. Unit Number: \_\_\_\_\_ Oakland, CA 94607 Zip Code

Move-in Date: July 1, 2021 Initial Rent at Move-In: \$ 900 Current Rent: \$ 900

Is your rent subsidized or controlled by a government agency (such as HUD or Section 8), other than Oakland Rent Adjustment Program? (See page 5 "Jurisdiction" for more information)

Yes  
 No  
 Not sure

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

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

When (if ever) did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?

I first received the RAP Notice on: 1/12/22  
 I was never provided with the RAP Notice  
 I do not remember if I ever received the RAP Notice

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

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

First Name: Kai Last Name: Leshne

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

Primary Telephone: 707-732-4417 Other Telephone: \_\_\_\_\_ Email: Kai.od.management@gmail.com

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

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

Primary Telephone: \_\_\_\_\_ Other Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Kai.od.management@gmail.com  
↑  
Kai.od.management@gmail

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

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Firm/Organization (if any): \_\_\_\_\_

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

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

Property Owner Information		
Property Owner		
First Name <u>Cedric</u>	Last Name <u>Meriau</u>	
Company/LLC/LP (if applicable): _____		
Mailing Address: <u>1536 Filbert St</u>		
Phone Number: <u>Not known</u>	Email: <u>1534@filbert-st.com</u>	
Property Manager (if applicable)		
First Name _____	Last Name _____	Name of Management Company _____
Mailing Address: _____		
Phone Number: _____ Email: _____		

## GROUNDS FOR PETITION

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

<b>A.</b>	<b>Unlawful Rent Increase(s)</b> <small>(Complete section A on page 3)</small>	<input checked="" type="checkbox"/> (A1) I received a rent increase above the allowable amount.
		<input checked="" type="checkbox"/> (A2) I received a rent increase that I believe is unlawful because I was not given proper notice, was not properly served, and/or was not provided with the required RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program").
		<input type="checkbox"/> (A3) I received a rent increase and do not believe I should be required to pay it because a government agency has cited my unit for serious health, safety, fire, or building code violations. <b>(You must attach a copy of the citation to your petition.)</b>
<b>B.</b>	<b>Decreased Housing Services</b> <small>(Complete section B on page 3)</small>	<input type="checkbox"/> (B1) The property owner is providing me with fewer housing services than I previously received and/or I am being charged for services originally paid for by the owner. <b>(Check this box for petitions based on bad conditions/failure to repair.)</b>
		<input type="checkbox"/> (B2) I am being unlawfully charged for utilities.
<b>C.</b>	<b>Other</b>	<input type="checkbox"/> (C1) My rent was not reduced after a prior rent increase period for capital improvements.
		<input type="checkbox"/> (C2) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.
		<input type="checkbox"/> (C3) The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).

A.	<b>Unlawful Rent Increase(s)</b>				
<i>(Complete this section if any of the grounds for petition fall under category A, above)</i>					
<p><b>List all rent increases you wish to contest.</b> Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> <li>For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, <b>you must attach a copy of the citation</b> to your petition. Failure to attach a copy of the citation may result in your petition being dismissed.</li> </ul>					
Date received rent increase notice:	Date rent increase went into effect:	Amount of increase:		Received RAP Notice with notice of rent increase?	
(Month/Day/Year)	(Month/Day/Year)	FROM	TO	YES	NO
1-12-2022	N/A	\$ 900	\$ 2,840	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

B.	<b>Decreased Housing Services</b>				
<i>(Complete this section if any of the grounds for petition fall under category B, above)</i>					
<p><b>List all the conditions that you believe entitle you to a rent decrease.</b> If your petition is based on problems related to your unit, or because the owner has taken away service(s) or is charging for services originally provided by the owner, you must complete this section. If you need more space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> <li><b>You are strongly encouraged to submit documentary evidence</b> (photographs, inspection reports, correspondence with your landlord, etc.) together with your petition. Evidence may be submitted up to seven calendar days prior to your hearing.</li> <li><b>You may wish to have a City inspector come inspect your unit</b> for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at <a href="https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement">https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement</a>. <i>Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.</i></li> </ul>					
#	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1.					\$
2.					\$
3.					\$
4.					\$

**TENANT VERIFICATION**  
(Required)

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

Mia Sch  
Tenant 1 Signature

1/19/2022  
Date

\_\_\_\_\_  
Tenant 2 Signature

\_\_\_\_\_  
Date

**CONSENT TO ELECTRONIC SERVICE**  
(Highly Recommended)

Check the box below if you agree to have RAP staff send you documents related to your case electronically. If all parties agree to electronic service, the RAP will send certain documents only electronically and not by first class mail.

I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this response.

**MEDIATION PROGRAM**

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

Mediation will only be scheduled if both parties agree to mediate. Sign below if you agree to mediation in your case.

I agree to have the case mediated by a Rent Adjustment Program staff mediator.

Mia Sch  
Tenant Signature

1/19/2022  
Date

**INTERPRETATION SERVICES**

If English is not your primary language, you have the right to an interpreter in your primary language/dialect at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

I request an interpreter fluent in the following language at my Rent Adjustment proceeding:

- Spanish (Español)
- Cantonese (廣東話)
- Mandarin (普通话)
- Other: \_\_\_\_\_

**-END OF PETITION-**



Name	
Address	
City, State, Zip	

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

Kai Lehne

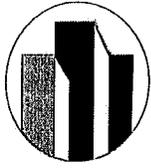
PRINTED NAME

[Signature]

SIGNATURE

01/19/2022

DATE SIGNED



Fried,  
Williams &  
Grice Conner LLP

RECEIVED

FEB 17 2022

RENT ADJUSTMENT PROGRAM  
OAKLAND

1939 Harrison Street, Suite 460, Oakland, CA 94612  
Tel 510-625-0100

625 Market Street, 4<sup>th</sup> Floor, San Francisco, CA 94105  
Tel 415-421-0100

www.friedwilliams.com

Marena Perez-Ratto  
mperez@friedwilliams.com

February 16, 2022

City of Oakland Housing Community & Development  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612

Re: Property Owner Response to Tenant Petition  
Rent Board Case No. **TBA** – *Leshne v. Meriau*  
1534 Filbert Street, Oakland, CA 94607

To Whom it May Concern:

Enclosed for filing please find Property Owner Response to Tenant Petition and executed proof of service for the above-referenced rent board matter. Please provide us with a filed stamped copy of the Response and proof of service for our records. An extra copy of the Response and proof of service is enclosed along with a self-addressed stamped envelope.

Please note, Owner has not received a notice of hearing from the Rent Adjustment Program or any confirmation that Petitioner's petition was filed.

Thank you.

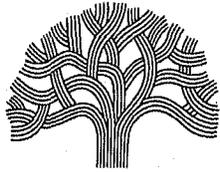
Sincerely,  
FRIED, WILLIAMS & GRICE CONNER LLP

*Marena Perez-Ratto*

Marena Perez-Ratto  
*Paralegal*

Encls. [as stated]

000022



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

RENT ADJUSTMENT PROGRAM

FEB 17 2022

RENT ADJUSTMENT PROGRAM  
OAKLAND  
CASE NUMBER TBA

(Leshne v. Meriau)

## PROPERTY OWNER RESPONSE TO TENANT PETITION

**Please fill out this form as completely as you can.** Use this form to respond to the Tenant Petition you received. By completing this response form and submitting it in the required time for filing, you will be able to participate in the hearing. Failure to provide the required information may result in your response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last page of this packet for more information, including filing instructions and how to contact the Rent Adjustment Program ("RAP") with questions. Additional information is also available on the RAP website. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING.** To make an appointment email [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov).

<b>Rental Unit Information</b>			
1534	Filbert Street		Oakland, CA 94607
Street Number	Street Name	Unit Number	Zip Code
Is there more than one street address on the parcel?		<input checked="" type="checkbox"/> Yes	If yes, list all addresses: 1536 Filbert Street
		<input type="checkbox"/> No	
Type of unit(s) (check one):	<input type="checkbox"/> Single family home <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Apartment, room, or live-work	Number of units on property: 2	Date acquired property: January 12, 2022
Case number(s) of any relevant prior Rent Adjustment case(s): None			
<b>Tenant Information</b>			
Name of Tenant Petitioner(s): Kai Leshne			
Date tenant(s) moved into rental unit: May 1, 2021	Initial rent amount: \$2,840.00	Is/are tenant(s) current on rent?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*See Attachment			
<b>Property Owner Information</b>			
Cedric	Meriau		
First Name	Last Name		
Company/LLC/LP (if applicable):			
Mailing address: 1536 Filbert Street, Oakland, CA 94607			
Primary Telephone: 415-361-1311	Other Telephone:	Email: 1534@filbert-st.com	
<b>Property Owner Representative (Check one):</b> <input type="checkbox"/> No Representative <input checked="" type="checkbox"/> Attorney <input type="checkbox"/> Non-attorney			
Matthew	Quiring	Fried, Williams & Grice Conner LLP	
First Name	Last Name	Firm/Organization (if any)	
Mailing Address: 1939 Harrison Street, Suite 460, Oakland, CA 94612			
Phone Number: 510-625-0100	Email: mquiring@friedwilliams.com; mperez@friedwilliams.com		

## GENERAL FILING REQUIREMENTS

To file a Response to a Tenant Petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Property Owner Responses that are submitted without proof of compliance with the below requirements will be considered incomplete and may limit your participation in the hearing.

Requirement	Documentation
<input checked="" type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input checked="" type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below. <input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>1/12/2022</u> <input type="checkbox"/> I have never provided a RAP Notice. <input type="checkbox"/> I do not know if a RAP Notice was ever provided.

## PROPERTY OWNER CLAIM OF EXEMPTION

If you believe that the subject property is exempt from the Rent Adjustment Ordinance (pursuant to O.M.C. § 8.22.030), check each box below that is the claimed basis of exemption. Attach supporting documentation together with your response form. If you do not claim any exemption, proceed to the "Response to Tenant Petition" section on the following page.

- The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code 1954.50, et seq.). **If claiming this exemption, you must answer the following questions. Attach a separate sheet if necessary.**
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
  2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
  3. Was the prior tenant evicted for cause?
  4. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
  5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
  6. Did the petitioning tenant have roommates when he/she moved in?
  7. If the unit is a condominium, did you purchase it? If so: 1) From whom? 2) Did you purchase the entire building?
- The rent for the unit is controlled, regulated, or subsidized by a governmental unit, agency, or authority other than the City of Oakland Rent Adjustment Ordinance. (Attach documentation.)
- The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. (Attach copy of Certificate of Occupancy.)
- The unit is located in a motel, hotel, or rooming/boarded house, which the tenant petitioner has occupied for less than 30 days.
- The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. (Attach copy of Certificate of Exemption.)
- The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for the aged, or dormitory owned and operated by an educational institution. (Attach documentation.)

# RESPONSE TO TENANT PETITION

**Use the chart(s) below to respond to the grounds stated in the Tenant Petition.** Enter your position on each claim in the appropriate section(s) below. You may attach any documents, photographs, or other tangible evidence that support your position together with your response form. If you need more space, attach additional copies of this page or state your response in a separate sheet attached to this form.

## A. Unlawful Rent Increase(s)

Complete this section if any of the grounds for the Tenant Petition fall under Category A on the Tenant Petition.

List all rent increases given within the past five years, starting with the most recent increase.

Date tenant given notice of rent increase: (mm/dd/yy)	Date rent increase went into effect: (mm/dd/yy)	Amount of increase:		Did you provide a RAP Notice with the notice of rent increase?		Reason for increase (CPI, banking, or other):	
		FROM	TO	YES	NO		
		\$	<b>N/A, see attachment</b>		<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>		
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>		
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>		
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>		

If the Tenant Petition is based on either of the following grounds, state your response in the space below or in a separate sheet attached to this form.

Tenant Petition Grounds		Owner Response
(A2)	Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s).	<b>See Attachment</b>
(A3)	A government agency has cited the unit for serious health, safety, fire, or building code violations.	<b>See Attachment</b>

## B. Decreased Housing Services

Complete this section if any of the grounds for the Tenant Petition fall under Category B on the Tenant Petition.

Tenant Petition Grounds		Owner Response
(B1)	The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.	<b>N/A</b>
(B2)	Tenant(s) is/are being unlawfully charged for utilities.	<b>N/A</b>

## C. Other

Complete this section if any of the grounds for the Tenant Petition fall under Category C on the Tenant Petition.

Tenant Petition Grounds		Owner Response
(C1)	Rent was not reduced after a prior rent increase period for capital improvements.	<b>N/A</b>
(C2)	Owner exemption based on fraud or mistake.	<b>N/A</b>
(C3)	Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080 (C)).	<b>N/A</b>

### OWNER VERIFICATION

(Required)

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

  
\_\_\_\_\_  
Property Owner 1 Signature

2-15-22  
Date

  
\_\_\_\_\_  
Property Owner 2 Signature

2/15/22  
Date

### CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

Check the box below if you agree to have RAP staff send you documents related to your case electronically. If you agree to electronic service, the RAP may send certain documents only electronically and not by first class mail.

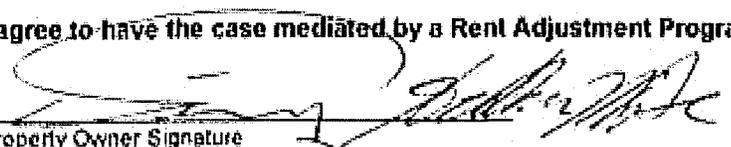
- I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.

### MEDIATION PROGRAM

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

Mediation will only be scheduled if both parties agree to mediate. Sign below if you agree to mediation in your case.

I agree to have the case mediated by a Rent Adjustment Program staff mediator.

  
\_\_\_\_\_  
Property Owner Signature

2/15/22  
Date

### INTERPRETATION SERVICES

If English is not your primary language, you have the right to an interpreter in your primary language/dialect at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

- I request an interpreter fluent in the following language at my Rent Adjustment proceeding:

- Spanish (Español)  
 Cantonese (廣東話)  
 Mandarin (普通話)  
 Other: \_\_\_\_\_

**-END OF RESPONSE-**

**EXHIBIT INDEX**  
Rent Adjustment Program Case No. PENDING/TBA  
Leshne v. Meriau  
1534 Filbert Street, Oakland, CA 94607  
Hearing Date: TBD

<b>Description</b>	<b>Exhibit</b>
City of Oakland Business Tax Certificate	<b>i</b>
Proof of Payment for Oakland Business License Rent Adjustment Program service fee ("RAP Fee")	<b>ii</b>

**ATTACHMENT**

**Response to Tenant Petition, Grounds A1 & A2**

Owner denies these allegations. Petitioner was not served with a Rent Increase.

1534 Filbert Street is the upper level of a residential duplex. The entire upper unit was originally rented in 2017 for \$3,200 by Owner's predecessor. The prior owner reduced the rent for the unit to \$2,840 in consideration for COVID. Petitioner thereafter entered and occupied the rental unit as a subsequent occupant. All other occupants except Petitioner thereafter vacated the unit prior to Owner's close of purchase of the premises on January 11, 2022, leaving Petitioner in sole occupancy of the entire unit. Owner observed Petitioner's possessions throughout the entire unit while inspecting the property prior to sale.

On January 12, 2022, Owner served on Petitioner a Notice of New Owner/Agent, with accompanying Rent Adjustment Program and Tenant Protection Ordinance notices, indicating that the rent was still \$2,840, with instructions for delivery and payment. Petitioner's first response was to file this petition on January 19, 2022<sup>1</sup>, and then email the Owner on January 23, 2022 to object to this notice as an alleged "illegal rent increase."

Petitioner has provided as evidence for his petition a "Tenant Estoppel Certificate" dated January 12, 2022 indicating that he moved in on July 1, 2021, his rent was \$900, and he had paid a security deposit of \$3,450. This estoppel does not clearly identify the premises to which it pertains – the address for both duplex units is listed, including the lower duplex unit currently in the possession of the Owner, which is obviously not being rented to Petitioner. The estoppel was also signed only by Petitioner, and not countersigned by the current Owner, or the prior owner.

Owner's attorney responded to Petitioner's email by letter explaining that the new owner notice was not a rent increase, and that if the Petitioner was claiming rent in the amount of \$900, then the rental must be for a portion of the rental unit, and the dispute could be resolved by Petitioner clarifying exactly what Petitioner was renting. As of the date of this response, Petitioner has not responded to Owner's attorney's letter.

---

<sup>1</sup> After being served with Petitioner's petition, Owner has not received a notice of a hearing from the Rent Adjustment Program, or any confirmation that Petitioner's petition was actually filed. As of the date of Owner's response, to Owner's knowledge, no case number has been assigned to this petition. Nonetheless, Owner files this response to Petitioner's petition in good faith.

# Exhibit i

**CITY OF OAKLAND**  
**BUSINESS TAX CERTIFICATE**

**ACCOUNT  
NUMBER**  
00244692

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

**DBA**

1534-1536 FILBERT  
MERIAU CEDRIC F & WHITE HEATHER

**BUSINESS LOCATION**

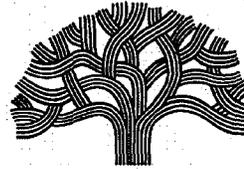
1536 FILBERT ST  
OAKLAND, CA 94607-2822

**BUSINESS TYPE**

M Rental - Apartment

**EXPIRATION DATE**

12/31/2022



Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to:  
<https://www.dca.ca.gov/publications>



MERIAU CEDRIC F & WHITE HEATHER  
1536 FILBERT ST  
OAKLAND, CA 94607-2822

A BUSINESS TAX CERTIFICATE  
IS REQUIRED FOR EACH  
BUSINESS LOCATION AND IS  
NOT VALID FOR ANY OTHER  
ADDRESS.

ALL OAKLAND BUSINESSES  
MUST OBTAIN A VALID  
ZONING CLEARANCE TO  
OPERATE YOUR BUSINESS  
LEGALLY. RENTAL OF REAL  
PROPERTY IS EXCLUDED  
FROM ZONING.

PUBLIC INFORMATION ABOVE  
THIS LINE TO BE  
CONSPICUOUSLY POSTED!

000030

Exhibit ii



Guest

Home Report a Problem

Find Account → Submit Payment → Receipt

Paying

Business License Online Payment

PRINT THIS PAGE FOR YOUR RECORD

Thank you for your payment

Payment Date: 1/13/2022
Confirmation #: 299504

Account Information

Account # 00244692
Expire Date 12/31/2022
Name MERIAU CEDRIC F & WHITE HEATHER
Address 1536 FILBERT ST
City OAKLAND
Phone (415) 361-1311

Summary

Table with 3 columns: Description, Input, Balance Due. Rows include Tax Calculation (BT Registration Fee, BT SB1186, BT Recordation and Tech) and Rent Adjustment Program (RAP) Calculation (RAP Rent Adjustment Program (M), Total Balance Due).

Payment Information

Payment Amount \$196.00

Powered by HclL

Select Language | v

Elected Officials
Departments
Boards and Commissions
Staff Directory

Services
News & Updates
Events
Documents

#OaklandLoveLife
Oakland Library
Visit Oakland
Oakland Museum

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

City of Oakland
250 Frank H Ogawa Plaza, Suite 132
Oakland, CA 94612

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

9:30
Have a question?

000032

Representative or Self-Represented Party Name/Type: Matthew P. Quiring, SBN 261421 FRIED, WILLIAMS & GRICE CONNER LLP 1939 Harrison Street, Suite 460 Oakland, California 94612 Telephone: (510) 625-0100 Facsimile: (510) 550-3621 Email Address: mquiring@friedwilliams.com	Case Number: TBA Case Name: <i>Leshne v. Meriau</i>
Representative for: Respondent/Owner Cedric Meriau	
<b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612	Staff Analyst: TBA
<b>CONSENT TO ELECTRONIC SERVICE AND          NOTICE OF ELECTRONIC SERVICE ADDRESS</b>	Hearing Officer: TBA

1.  The following party or  the representative for:

- a.  tenant(name)
- b.  owner (name): Cedric Meriau
- c.  other (name):

consents to electronic service of notices and documents in the above-captioned case.

2. The electronic service address of the person identified in item 1 is (specify):

[mquiring@friedwilliams.com](mailto:mquiring@friedwilliams.com); [mperez@friedwilliams.com](mailto:mperez@friedwilliams.com)

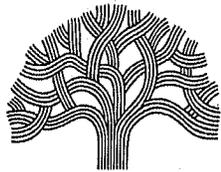
Date: February 16, 2022

Matthew P. Quiring

TYPE OR PRINT NAME

SIGNATURE OF PARTY OR REPRESENTATIVE

000033



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

**CASE NUMBER: TBA**  
*Leshne v. Meriau*

### PROOF OF SERVICE

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR RESPONSE (PLUS ANY ATTACHMENTS) ON THE TENANT(S) PRIOR TO FILING YOUR RESPONSE WITH RAP.**

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- 2) Note: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
- 3) Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File a completed copy of this PROOF OF SERVICE form with RAP together with your Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 2 / 16 / 22 I served a copy of (check all that apply):

- PROPERTY OWNER RESPONSE TO TENANT PETITION** plus 6 attached pages (number of pages attached to Response not counting the Response form or PROOF OF SERVICE)
- Other: Consent to Electronic Service & Notice of Electronic Service Address

by the following means (check one):

- United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Personal Service.** I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	<b>Kai Leshne</b>
Address	<b>1534 Filbert Street</b>
City, State, Zip	<b>Oakland, CA 94607</b>

Name	
Address	
City, State, Zip	

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

**Marena Perez-Ratto**

PRINTED NAME

*Marena Perez-Ratto*

SIGNATURE

2/16/22

DATE SIGNED



Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

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

### **NOTICE OF REMOTE MEDIATION/HEARING**

File Name: Leshne v. Meriau  
Property Address: 1534 Filbert St., Oakland, CA  
Case Number: T22-0024

**Please take notice that in an effort to protect the health and welfare of the parties and City of Oakland employees, the Mediation and Hearing in your case will be held remotely, by audio or video conferencing.**

We have received written requests from both parties agreeing to participate in the City of Oakland's Residential Rent Adjustment Mediation Program. The Mediation in your case will begin on:

Date: April 20, 2022  
Time: 10:00 AM  
Place: Via Zoom

If the Mediation is not successful, the Remote Hearing will be held as originally scheduled:Date:

April 27, 2022  
Time: 10:00 AM  
Place: Via Zoom

#### **Failure to Appear for Mediation**

If the petitioner fails to appear at the Mediation, the Hearing Officer may either conduct an immediate Hearing and render a decision without the participation of the petitioner or dismiss the petition. If the respondent fails to appear at the Mediation, the Hearing Officer may conduct an immediate Hearing without the participation of the respondent and render a decision.

#### **Mediation is Confidential**

Nothing you say in the Mediation is recorded and cannot be used at a Hearing. If the case is not settled at Mediation, a different Rent Adjustment Program Hearing Officer will conduct the Hearing.

#### **Order to Produce Evidence**

All tangible evidence, including but not limited to documents and pictures, must be submitted to the Rent Adjustment Program **not less than seven (7) days prior to the Mediation**. Evidence presented later may be excluded from consideration by the Hearing Officer. Black out all sensitive information on the documents you submit, like bank or credit card account numbers and social security numbers. The Hearing Officer will also use the official records of the City of Oakland and Alameda County Tax

**000036**

Assessor as evidence if provided by the parties for consideration.

**Submission of Documents Electronically**

In order to allow the Mediation and Hearing to run as smoothly as possible, please send all documents to the RAP by email directly to the analyst in your case. Your analyst is Brittini Lothlen and her email address is [blothlen@oaklandca.gov](mailto:blothlen@oaklandca.gov).

**Requests to Change Date**

A request for a change in the date or time of Mediation and/or Hearing must be made on a form provided by the Rent Adjustment Program. The party requesting the postponement must contact the opposing party to try to agree on alternate dates. A change of date will only be granted for good cause. A second request for change of date will be granted only for exceptional circumstances.

**Hearing**

The Hearing will continue from day to day until completed. Either party may designate a representative in writing before the Mediation or on the record at the Hearing. The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the Hearing at his or her own expense.

**Interpreters**

Mediation sessions and Hearings are conducted in English. Any party may bring a person to any Rent Adjustment proceeding to interpret for them. Interpreters will be required to take an oath that they are fluent in both English and the relevant foreign language and that they will fully and to the best of their ability translate the proceedings. The Rent Adjustment Program will provide a foreign language interpreter upon request. If you wish to request an interpreter, please do so at least 7 days prior to the Mediation/Hearing.



Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

TEL (510) 238-3721  
FAX (510) 238-6181  
CA RELAY 711

**ZOOM INVITATION FOR RAP MEDIATION**  
**T22-0024 Leshne v. Meriau**

To the Parties:

Your hearing scheduled will take place on **April 20, 2022 at 10:00 am** and will be held remotely through Zoom.

You can connect to the Hearing without charge by downloading Zoom. You can also connect by using only a telephone. To dial in to a call, enter your dial-in number, followed by the meeting ID and pound key, then enter the password and pound key.

**Topic: RAP Remote Mediation T22-0024 Leshne v. Meriau**

**Time: Apr 20, 2022 10:00 AM Pacific Time (US and Canada)**

Join Zoom Meeting

<https://us02web.zoom.us/j/81809010854?pwd=dWJXUnZuWWR4bmJlTjFrUHdRZ21HQT09>

Meeting ID: 818 0901 0854

Passcode: 649475

One tap mobile

+16465588656,,81809010854#,,, \*649475# US (New York)

+16699009128,,81809010854#,,, \*649475# US (San Jose)

Dial by your location

+1 646 558 8656 US (New York)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

Meeting ID: 818 0901 0854

Passcode: 649475

Find your local number: <https://us02web.zoom.us/u/kd8iPMzZrD>

**000038**

**To download Zoom:**

**On a smartphone:**

1. Go to the “App store,” “Google play,” “Android Apps,” or the “Play Store”
2. Search for Zoom
3. Download “Zoom” or “Zoom Cloud Meetings.”

**On a computer:**

1. Open a browser (Firefox, Internet Explorer, Google Chrome, or any other web browser)
  2. Search for “Zoom” in the search box; or type in “zoom.us” in the address bar
- \*In either case, you will be directed to the Zoom website. Create a Zoom account.

If you have technical questions, I find the following link helpful in navigating Zoom: <https://support.zoom.us/hc/en-us/articles/115004954946-Joining-and-participating-in-a-webinar-attendee->

Please test the link and download the Zoom application at least a day before the hearing. If you experience any technical difficulties connecting to the meeting or to discuss your technology access, please contact me immediately.

Cordially,

**Brittni Lothlen**

City of Oakland  
Housing and Community Development  
Department Rent Adjustment Program  
250 Frank H. Ogawa Plaza, 5th  
Floor Oakland, CA 94612  
Main: (510) 238 - 3721  
Telephone: (510) 238 - 6415  
Fax: (510) 238 - 6181

**PROOF OF SERVICE BY ELECTRONIC MAIL**

**Case: T22-0024**

I, the undersigned, state that I am a citizen of the United States and am employed in the City of Oakland and County of Alameda; that I am over the age of eighteen (18) years and not a party to the within cause; and that my business address is Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612.

My electronic service address is: [blothlen@oaklandca.gov](mailto:blothlen@oaklandca.gov)

Today, I electronically served the following:

**Notice of Remote Mediation/Hearing**  
**Zoom Invitation for RAP Mediation**

I electronically served the document(s) listed above to:

Cedric Meriau [1534@filbert-st.com](mailto:1534@filbert-st.com)

Matthew Quiring [mquiring@friedwilliams.com](mailto:mquiring@friedwilliams.com) ; [mperez@friedwilliams.com](mailto:mperez@friedwilliams.com)

Kai Leshne [kaiod.management@gmail.com](mailto:kaiod.management@gmail.com)

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

Date: March 16, 2022

*Brittini Lothlen*

Brittini Lothlen  
Legal Administrative Assistant  
Oakland Rent Adjustment Program

**000040**

1 Matthew P. Quiring, SBN  
2 Angelica A. Sandoval, SBN  
3 FRIED, WILLIAMS & GRICE CONNER LLP  
4 1939 Harrison Street, Ste. 460  
5 Oakland, California 94612  
6 Telephone: (510) 625-0100  
7 Facsimile: (510) 550-3621  
8 Email: mquiring@friedwilliams.com

9 Attorneys for Respondents/Owners  
10 Heather White and Cedric Meriau

11 **DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT AGENCY**  
12 **RENT ADJUSTMENT PROGRAM**  
13 **CITY OF OAKLAND**

14 Kai Leshne.

15 Petitioner/Tenant,

16 vs.

17 Heather White;  
18 Cedric Meriau.

19 Respondents/Owners.

CASE NO.: T22-0024

**RESPONDENT'S SUBMISSION OF  
TANGLIBLE EVIDENCE**

Hearing date: April 27, 2020

Time: 10:00 a.m.

Place: 250 Frank H. Ogawa Plaza, Ste. 5313,  
Oakland, CA 94612

20 Heather White and Cedric Meriau ("Respondents") are the owners of the real  
21 property commonly known as 1534-1536 Filbert Street, Oakland, CA 94607 (the  
22 "Premises"), a residential duplex. Respondents currently reside in 1536 Filbert Street, the  
23 lower unit. 1534 Filbert Street is the upper unit.

24 The entire upper unit was originally rented in 2017 for \$3,200.00 by Owner's  
25 predecessor. The prior owner reduced the rent for the unit to \$2,840.00 in consideration for  
26 the COVID-19 pandemic. Kai Leshne ("Petitioner") thereafter entered and occupied all or  
27 part of the upper unit as a subsequent occupant. All other occupants except Petitioner  
28 thereafter vacated the unit prior to Owner's close of purchase of the premises on January 11,

1 2022, leaving Petitioner the sole occupant in the upper unit. Owner observed Petitioner's  
2 possessions throughout the entire upper unit while inspecting the Premises prior to sale.

3 The owner of the Premises has a current business license and has paid the Rent  
4 Adjustment Program (RAP) fees for 2020 (A copy of proof of payment of the City of  
5 Oakland Business license #00244692 and copy of Proof of RAP fees were attached to  
6 Respondent's Owner Response to Tenant Petition as evidence by the attached business tax  
7 certificate with an expiration of 12/31/2022 (a true and correct copy is attached hereto as  
8 Exhibit i) and copy of receipt that RAP fees for 2022 were paid (a true and correct copy is  
9 attached hereto as Exhibit ii).

10 On January 19, 2022, Petitioner served and subsequently filed a petition alleging  
11 the following 1) the rent increase is above the allowable amount; and 2) the rent increases is  
12 unlawful because Petitioner was not given proper notice, was not properly served, and/or  
13 was not provided with the required RAP Notice.

14  
15 **UNLAWFUL RENT INCREASE**

16 Respondents deny these allegations. Petitioner was not served with a Rent Increase.

17 The rent for the entire upper unit is \$2,840.00. The lease for the upper unit signed by  
18 the prior owner and the previous occupants states that the monthly rent was originally  
19 \$3,200.00. A true copy of this lease is attached hereto as **Exhibit A**. This monthly rental  
20 rate was thereafter *reduced* to \$2,840.00, as acknowledged in an August 2, 2021 letter  
21 addressed to Petitioner by the prior owner's attorney, Mr. Daniel Bornstein. A true copy of  
22 said letter is attached hereto as **Exhibit B**. Said letter goes on to say that:

23 "Accordingly, for the duration of your occupancy and/or until [prior owner]  
24 Mr. Gupta and/or his successor(s) in interest takes steps to reimpose the  
contract rent, you[sic] rent each month shall be \$2,840.00."

25 Petitioner was therefore on notice via this letter that his rent was \$2,840.00, before  
26 Respondents even owned the Premises.

27 //

28 //

1           Nonetheless, Petitioner claims his rent to be \$900.00. Respondents are aware that  
2 Petitioner apparently first occupied the upper unit as a subtenant of Nan Eastep, one of the  
3 original lessees. According to the sublease agreement provided to Respondents, Petitioner  
4 agreed to pay \$900.00 each month for a three-month tenancy apparently intended to  
5 terminate on July 31, 2021. The scope of this subtenancy was limited to a single room in the  
6 upper unit, with the agreement explicitly providing, “As Subtenant, I agree to be the sole  
7 occupant of the room I am renting.” A true copy of this sublease agreement is attached  
8 hereto as **Exhibit C**.

9           However, when Respondents inspected the Premises prior to purchase, they observed  
10 Petitioner as the sole occupant of the upper unit, not just a single room. Accordingly, after  
11 the purchase, they issued a Notice of New Owner/Agent pursuant to California Civil Code  
12 Section 1962 stating the rent for the entire unit was \$2,840.00, due and payable monthly. A  
13 true copy of this notice is attached hereto as **Exhibit D**.

14           It is possible that, despite outward appearances, Petitioner is *not* claiming possession  
15 of the entire upper unit, but only the room he originally subleased as stated in Exhibit C.  
16 However, to date, Petitioner has not explained his claim or the scope of his tenancy.  
17 Petitioner refused to talk with Respondents while they were inspecting the Premises. After  
18 Respondents purchased the Premises and served the Notice of New Owner/Agent on  
19 Respondent, Respondent responded by email on January 23, 2021 announcing the filing of  
20 this petition, which included an estoppel signed by Respondent indicating his rent as  
21 \$900.00. A true copy of this email is attached hereto as **Exhibit E**.

22           Unfortunately, rather than clarifying the issue of the scope of Petitioner’s tenancy,  
23 the purported estoppel only muddied things further, by listing the addresses of *both* upper  
24 and lower units. Furthermore, the estoppel was signed on January 12, 2022, the same day  
25 that Respondents issued their Notice of New Owner/Agent on Petition, and the day *after*  
26 escrow closed on the Premises, January 11, 2022. Finally, the estoppel is not signed or  
27 endorsed by anyone other than Petitioner.  
28

1 Based on these facts, Respondents could not have relied on the contents of the  
2 estoppel for issuing their Notice to Petitioner, because it apparently did not exist until after  
3 the Notice was served. For the same reason, Respondents do not consider the contents of the  
4 estoppel to be reliable, since it may have been produced for the sole purposes of rebutting  
5 the Notice of New Owner/Agent after it was served.

6 Because Petitioner elected for his first correspondence with Respondents to be a Rent  
7 Board Petition and an accusation of illegal conduct, Respondents responded through their  
8 attorney seeking clarification of Petitioner's claims. A true copy of a letter sent by Matthew  
9 P. Quiring to Petitioner is attached hereto as **Exhibit F**. Petitioner has not responded to  
10 Respondent's attorney's letter, or to any subsequent correspondence.

11 In short, there is no evidence of any rent increase issued by Respondents to  
12 Petitioner. The document at issue is a statutory notice issued pursuant to Civil Code Section  
13 1962 to fulfill Respondents' responsibilities as new owners. This notice did not change or  
14 increase the rent in any way, but only restated what the rent has been for the upper unit  
15 since August 2021.

#### 16 **RENT INCREASE ABOVE THE ALLOWABLE AMOUNT**

17 Respondents deny these allegations. For all the reasons stated above, Petitioner was  
18 not served with a Rent Increase above the allowable amount.

#### 19 **CONCLUSION**

20 It appears that the issue in this petition turns on a simple question: Is Petitioner  
21 renting the entire upper unit, or only a bedroom? If the entire unit, Petitioner is obligated to  
22 pay the full rental rate of \$2,840.00, as established by the prior owner. If only a bedroom,  
23 then he has agreed to pay \$900.00 for that space. While Respondents can accept either  
24 outcome, there is no legal basis for Petitioner to claim the entire unit while paying rent for a  
25 single bedroom.

26 //

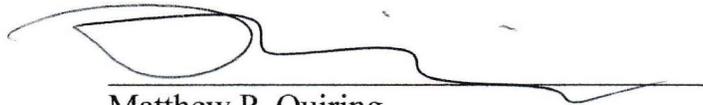
27 //

1 Respondents had hoped that Petitioner could resolve the issue by walking downstairs  
2 to discuss the situation, or sending a letter or a note clarifying his position. Unfortunately,  
3 Petitioner has apparently elected to speak entirely through this rent board action, with his  
4 only supporting evidence apparently a belated and inaccurate estoppel.

5 If Petitioner was somehow offended by Respondent's Notice of New Owner/Agent  
6 letter, it should now be clear that Respondents were only attempting to fulfill their  
7 responsibilities under the Civil Code by providing basic information to Petitioner regarding  
8 his tenancy. There was no rent increase, because Petitioner had known the rental rates for  
9 both a single bedroom and for the entire upper unit since August 2021, and those rates have  
10 not changed. Respondents respectfully request Petitioner's petition be dismissed.

11  
12  
13 Date: April 12, 2022

FRIED, WILLIAMS & GRICE CONNER LLP



14  
15  
16 Matthew P. Quiring  
17 Attorneys for Respondents/Owners  
18 Cedric Meriau & Heather White  
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EXHIBIT A

**000046**

**LEASE/RENTAL AGREEMENT**

1534 Filbert Street, Oakland, CA, 94607

This is a residential lease/rental agreement ("Agreement") entered on January 23, 2017,

Between: ("Tenants")

And: Arun Gupta ("Owner")

For the premises located at: 1534 Filbert Street, Oakland, CA, 94607 ("Premises")

This Agreement is for the rental of real property according to the terms specified below. Upon acceptance by the Owner, the Premises described are leased to the Tenants in consideration of the rents to be paid under this Agreement and in consideration of the performance and fulfillment of the covenants, conditions, and agreements expressed below.

1. ADDRESS: The location of the Premises is 1534 Filbert Street, Oakland, CA, 94607.
2. OWNER: The Owner of the Premises is Arun Gupta. His phone number is (408) 256-0839. His email address is asgupta15@gamil.com.
3. TENANTS: The Tenants are **Chris Tuttle and Nan Eastep**. During the term of their tenancy the Tenants shall keep the Owner updated as to their current phone numbers and email addresses. Notice upon the Tenants shall be served as permitted by law. The Tenants are jointly and severally liable for all Tenants' obligations under this Agreement.
4. OCCUPANCY: Unless otherwise specified in writing, the Premises are to be occupied by no one other than the persons named as the Tenants in this Agreement and the Premises shall be used only as a private residence. The Tenants may not maintain or use the Premises in any way that increases the Owner's cost of obtaining fire or liability insurance.
5. INITIAL PAYMENT BREAKDOWN
  - a. First month rent:

Rent from February 1, 2017 to February 28, 2017 at \$3200 per month	\$3200
---	--------
  - b. Last month rent:

Rent from February 1, 2018 to February 28, 2018 at \$3200 per month	\$3200
---	--------
  - c. Security/Cleaning/Damage Deposit as permitted in California Civil Code Section 1950.5 (b) No portion of this Security Deposit shall be designated by the Tenants as payment of rent. The Owner may use the Security Deposit to remedy any default in the performance of this Agreement or to pay for damages caused by the Tenants or any other purpose allowed by law. 

	\$3200
--	--------
  - d. Total Owed (Total of A. B. above) 

	\$9600
--	--------
- e. Balance Due on or before February 1, 2017 

	\$	\$9600
--	----	--------

6. TERM: The term of this Agreement begins on February 1, 2018, and continues through February 28, 2017 (the "Term"), unless terminated pursuant to applicable state and local law by the Owner or the Tenants.

**Upon the expiration of the Term of this Agreement, but not upon the earlier termination herof, this Agreement shall continue as a tenancy from year to year unless either (i) Owner gives Tenants at least sixty (60) days written notice prior to the expiration of the Term, than such year to year tenancy shall not commence, or (ii) Tenants give written notice to Owner at least thirty (30) days prior to expiration of the Term of Tenants' election that such year to year tenancy shall not commence, or (iii) Owner gives Tenants any other notice to terminate allowed by law. In the event this Agreement shall continue as a tenancy from year to year the terms and conditions of the Agreement shall apply with respect to such tenancy, except the Term shall be deemed modified to provide that the tenancy shall be from year to year, and Owner may, at its option, increase the Rent to the monthly rental rate set forth in a written notification to Tenants, or otherwise change the terms of tenancy as allowed by law. Tenants acknowledges that this section contains provisions under which this Lease may automatically continue as a tenancy from year to year upon the expiration of the Term.**

7. OWNER'S TERMINATION RIGHT. In the event that Owner elects to reside in the Premises use the Premises as his primary residence, Owner shall have the right to terminate this Agreement and Tenants' tenancy by providing at least ninety (90) days written notice.
8. RENT: The rent shall be \$3200 payable monthly on the first day of each month (the "Rent"). The Tenants shall pay a charge of five percent (5%) of the Rent to the Owner for each Rent payment that is not received by the Owner within 5 days after the due date. If any Rent check received from the Tenants is dishonored by the bank on which it is drawn, such check shall be considered nonpayment of Rent and the Tenants shall be obligated to pay a handling charge of \$50.00 plus the five percent (5%) late charge. Once any check received from the Tenants has been dishonored, the Owner may require future payment to be made by cash, money order, cashier's check, or certified check. By accepting late Rent, the Owner does not waive the right to insist on payment of the Rent in full on the date it is due. Two late payments in any twelve-month period is a material violation of this Agreement and constitute grounds for the Owner to terminate the tenancy. Rent will not be accepted from anyone other than the Tenants. Failure to pay the Rent on time may result in a negative report to credit reporting agencies. It is understood and agreed that it would be impractical and extremely difficult to ascertain the amount of actual damage the Owner might sustain by reason of a late payment or a dishonored check. Therefore, the fees stated above are expressly agreed upon as liquidated damages and are not intended to be a penalty.
9. POSSESSION: If the Tenants fail to take possession of the Premises, the Tenants shall still be responsible for paying Rent and complying with all other terms of this Agreement. In the event the Owner is unable to deliver possession of the Premises to the Tenants within thirty (30) days of the commencement date of the term for any reason not within the Owner's control the Tenants shall have the right to terminate this Agreement. In such event, the Owner's liability to the Tenants shall be limited to the return of all sums previously paid by the Tenants to the Owner. If the Owner is unable to deliver possession of the Premises at the commencement of the term of this Agreement, the Owner shall not be liable for any damages caused thereby and the Tenant shall not be liable for any Rent until possession is delivered.

10. **CONDITION OF THE PREMISES:** The Owner and the Tenants have made a pre-occupancy inspection of the Premises and its appliances. Except as noted in writing the Premises and its appliances are accepted as being in good condition. However, in the event that the Tenants shall discover anything not in good condition, a written statement to that effect shall be delivered to the Owner within 5 days after taking possession. Otherwise it will be conclusively presumed that, except for defects noted in writing, the Premises and its appliances are in good condition in all respects.
11. **RESPONSIBILITY FOR REPAIRS AND MAINTENANCE:** The Tenants agree to immediately notify the Owner of any defects, damages, dilapidation or dangerous condition arising during the Tenants' tenancy, including any which affect the habitability of the Premises. The Tenants agree at their own expense to maintain the Premises in good condition at all times and not to cause or permit the Premises, including woodwork, floors, walls, fixtures, furnishings, and the appliances contained therein to be damaged or altered in any manner. The Tenants agree to pay for any loss, breakage or damage, except for damage caused by normal wear and tear, caused by the Tenants or their guests through misuse or neglect. Under no circumstances shall the accumulation of dirt in any form be considered as normal wear and tear. The accumulation of excessive amounts of junk, trash, and any other debris within the apartment shall be deemed a violation of this Agreement.
12. **MANNER OF MAKING REPAIRS, ALTERATIONS:** Except in emergencies, the Tenants' responsibilities, financial or otherwise, for maintenance and repairs do not give the Tenants the right to proceed with repairs or alterations without the written consent of the Owner. Rather, except in emergencies, the Tenants shall, before proceeding with repairs or alterations, obtain the written consent of the Owner, which shall not be unreasonably withheld with respect to repairs necessary to maintain the premises in conformity with the implied warranty of habitability; However, the Owner reserves the right to put reasonable conditions on his consent, such as approval of proposed workmen, materials and job specifications. With respect to repairs other than those necessary to maintain the Premises in conformity with the implied warranty of habitability, the Owner reserves the right to absolutely refuse to approve any alterations or redecoration, including painting and papering. Should the Tenants damage or depreciate the Premises, or make alterations, except in emergencies, or do painting or redecorating, without the prior written consent of the Owner, then all costs necessary to restore the Premises to its prior condition shall be borne by the Tenants. ***Alterations include re-keying or adding locks for the unit, and drilling holes through walls for cable TV, internet service, etc.***
13. **TENANTS' FINANCIAL RESPONSIBILITY:** The Tenants agree to accept responsibility for damage to Premises caused by the Tenants or any of their guests. The Tenants agree to reimburse the Owner for any damage within three days on any written demand. The Tenants agree to accept financial responsibility for any loss or damage to personal property belonging to the Tenants and their guests caused by theft, fire or any other cause. The Owner assumes no liability for any such losses.
14. **SEMI-ANNUAL INSPECTIONS:** To assure that the premises remain in good condition the Owner may inspect the premises at least once every six months.
15. **NO ASSIGNMENT OR SUBLETTING:** The Tenants shall not let, sublet or assign any portion of the premises, or the Tenants' interest therein, nor shall the Tenants advertise the premises as being available for renting. Occupancy by a single guest for more than ten days in any one-year period is prohibited without the Owner's written consent and shall be considered a breach of this Agreement. Any name, other than those of the Tenants, placed on the mail receptacle for the unit rented to the Tenants shall be deemed to establish a violation of this section. The receipt of mail addressed to others than the Tenants shall be deemed to establish a violation of this section. If the listing of any telephone

service on the premises during the term of this lease, whether such listing is in the published telephone directory or is maintained with the telephone company's directory assistance service, contains any name other than those of the Tenants, such listing shall be deemed to establish a violation of this section.

16. **HOLDING OVER:** Upon termination of the tenancy, Tenants shall vacate the Premises, and any holding over by Tenants, members of Tenant's household, Tenant's family, guests, agents and others under Tenant's control ("Tenants' Related Parties") after such expiration date shall not constitute a renewal hereof or give Tenants any rights with respect to the Premises. If Tenants fails to so vacate and surrender the Premises upon termination, Tenants shall indemnify and hold Landlord harmless from any loss or liability, including without limitation any claims made by any succeeding resident, from failure to vacate the Premises. Upon vacating the Premises, Tenants shall (a) deliver the Premises empty of all persons, (b) remove all of Tenants' and Tenants' Related Parties' personal property from the Premises and from all parking spaces, garages, and storage spaces provided under the Agreement, (c) clean the Premises as required under this Agreement, and (d) provide Landlord with Tenants' forwarding address.
17. **ABANDONMENT:** The Tenants shall not vacate or abandon the Premises at any time during the term of this Agreement. Abandonment shall be conclusively presumed upon the failure of the Tenants to respond to a notice directed to the Tenants at the Premises within five days after the delivery or mailing thereof by the Owner. If the Tenants abandon, vacate, or surrender said Premises, or are dispossessed by process of law, or otherwise, then the Owner shall have the right to take immediate possession of and re-enter said Premises and remove any personal property. If Rent is overdue and the Tenants have not used Premises for thirty days, both parties agree that this shall amount to an abandonment of this lease and Premises by the Tenants.
18. **RECOVERY OF POSSESSION:** The Owner reserves the right to recover possession of the premises in all situations permitted by law.
19. **DEFAULTS:** The following shall constitute a material default and a breach of this Agreement by Tenants:
- a. Tenants abandon or vacates the Premises prior to the end of the Term.
  - b. Tenants fail to make any payment of Rent or any other payment required to be made by Tenants hereunder, as and when due, which failure continues for a period of three (3) days after written notice thereof from Owner to Tenants.
  - c. Tenants fail to comply with any provision of this Agreement or to perform any of Tenants' obligations under this Agreement, where such failure continues for more than three (3) days after written notice thereof from Owner to Tenants. If the breach is of a nature that cannot be cured within such three (3) day period or is deemed a noncurable breach under this Agreement (e.g., illegal activity, waste, nuisance, etc.), then at Owner's option, this Agreement shall be terminated upon service of three days written notice to quit.
  - d. Tenants provide false information on any rental application or Tenants' credit application or omits to disclose any information required by such application or this Agreement (such matter shall be deemed to be a noncurable default at the time of Owner's discovery that the information was false).
20. **BEMEDIES:** In the event of any default or breach by Tenant, Owner may at anytime thereafter, with or without notice or demand, and without limiting Owner in the exercise of any right or remedy that Owner may have by reason of such default or breach:

- a. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and Tenant shall immediately surrender possession of the Premises to Owner.
  - b. In the event of such termination, Owner may recover from Tenant the amount provided in California Civil Code Section 1951.2, including the worth at time of the award of the amount by which (i) the unpaid Rent owing from the date Tenant vacates the Premises until the end of the Agreement Term (including the balance of the Agreement Term after the date of judgment) exceeds (ii) the amount of such rental loss for the same period that Tenant proves could be reasonably avoided.
  - c. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state where the Premises are located. The expiration or termination of this Agreement and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Agreement as to matters occurring or accruing during the Term or by reason of Tenant's occupancy of the Premises.
  - d. No remedy or election under this Agreement shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.
21. ENTRY: The Owner and employees thereof shall have the right to enter the Premises at all reasonable times and for all purposes permitted by law. Except in case of an emergency, the Owner shall give the Tenants reasonable notice of intent to enter. For purposes of this section, a 24-hour written notice shall be deemed reasonable and reasonable hours shall be defined as 8 a.m. to 6 p.m., Monday through Friday, and 10 a.m. to 5 p.m. Saturday and Sunday. Purposes for entry shall include entry for making repairs, or exhibiting the Premises to prospective or actual purchasers, mortgagers, tenants, workmen or contractors. ***In order to deal with any emergency that may affect the Premises, the Owner must have keys to all locks to the Premises.*** The Tenants agree to supply the Owner with keys to all locks installed or changed by the Tenants. (Note to Tenants: Adding or changing locks without written consent of the Owner is a violation of this Agreement.)
22. UTILITIES: The Owner shall pay for Gas, Electricity, Water, Sewer, and Refuse Collection. To the extent the Owner agrees to provide any utilities to the Tenants without charge, the Owner only agrees to provide a reasonable quantity of subject utility and the Tenants agree to pay for any excessive or unreasonable use of the subject utility. If any utility is rationed or quasi-rationed at any time during the term of this Agreement, it shall be deemed that any usage which results in a penalty or excess-use fee is excessive or unreasonable. The Tenants shall pay for the disposal of all trash, rubbish, garbage, and discarded items of large size, and all other material not ordinarily disposed of by regular refuse collection service.
23. KEYS: The Tenants will receive keys to the front and rear doors of the premises along with a key to the shared mail box. These keys are for the sole use of the Tenants names in this Agreement and are not to be duplicated, given or loaned to any other person. At the time the Tenants vacate the apartment all keys are to be returned to the Owner. Failure to return all keys upon vacating will subject the Tenants to the cost of re-keying the locks to the Premises, such re-keying to be changed at the prevailing rate then charged by a licensed locksmith of the Owner's choice. If the Tenants lose any keys during their occupancy, the cost of replacement keys will be borne by the Tenants, as will the cost of re-keying should that become necessary.
24. SAFETY EQUIPMENT: The Premises contain the following working safety equipment that has been provided by the Owner: (Check all that apply)

- a. \_\_\_\_\_ Smoke detectors
- b. \_\_\_\_\_ Carbon monoxide detectors
- c. \_\_\_\_\_ Electrical ground-fault interrupters

Inasmuch as the Owner has no control over the day-to-day operation of this equipment, the Owner warrants only that the equipment listed above was in working condition on the day the equipment was installed or on the date that the Tenants acquired possession of the Premises, whichever is later. Any safety equipment that is not listed in this Section does not form any part of the consideration supplied by the Owner to the Tenants under this agreement and is presumed to be non-working. The Owner does not make any warranty or representation, expressed or implied, as to the effectiveness, reliability, or continued operation of these or any other unlisted safety devices installed on the premises. It is the responsibility of the Tenants to properly operate and periodically test the operation of all equipment installed on the premises and to report any deficiencies, in writing, to the Owner. The Owner will not be liable for incidental or consequential damages that may result from improper use or faulty operation of these or other unlisted devices.

- 25. RENT WITHHOLDING: Any rental payment withheld by the Tenants under color of law shall be deposited forthwith in an interest-bearing account opened by the Tenants in the names of the Owner and the Tenants in an institution whose accounts are insured by the Federal Deposit Insurance Corporation (FDIC). The Tenants shall forthwith notify the Owner of the location, account number and other particulars concerning the account. The parties agree that failure to open such account, deposit therein the withheld payments as the payments become due, and to notify the Owner of the location, account number, and other particulars concerning the account shall be conclusive proof that the withholding is in bad faith and said failure shall also be deemed a material breach of this Agreement.
- 26. LIMITATION OF ACTIONS AND CLAIMS: Any claim or action of any kind by Tenant against Owner or Owner's manager (including, but not limited to, any claims for wrongful eviction, breach of the covenant of quiet enjoyment, breach of the warranty of habitability, or violation of any rent control law) arising out of or related to this Lease shall be barred or waived unless the action, suit, administrative hearing or other proceeding is commenced within one hundred eighty (180) days after the occurrence of the matter giving rise to the action or claim. This limitation shall also apply to claims that might otherwise be asserted as a "set off," credit, cross-complaint, or defense in such action or claim or in the context of the proceeding brought by either Owner or Tenant. If any legal action or proceeding is brought by either party to enforce any part of this Lease, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees not to exceed \$1,000, plus court costs.
- 27. EFFECT OF WAIVER: The waiver by the Owner of any covenants or conditions herein contained shall not vitiate the same or any other covenants or conditions contained herein.
- 28. SECURITY DEPOSIT: At the time Tenants sign this Agreement, Tenants shall also pay Owner a security deposit in the amount provided in Section 5(b) above ("Security Deposit") as security for the faithful performance of Tenants' obligations under this Agreement. Owner shall have the right to commingle the Security Deposit with other funds of Owner. Owner may, at its option, deduct from the Security Deposit such amounts as are reasonably necessary (a) to remedy Tenants' defaults in the payment of Rent, utility charges or any other item for which Tenants is responsible under the Agreement, (b) to repair damage (other than ordinary wear and tear) to the Premises caused by Tenants, Tenants' Related Parties and/or visitors or pets, including but not limited to stains in carpet, counter damage, drywall repair, painting, drapes and plumbing system, (c) to clean the Premises upon

termination of the tenancy, and/or (d) to cover the cost of restoring, replacing or reclaiming any personal property provided to Tenants (such as refrigerators, stoves, garage door remote control devices, keys, and the like). The Security Deposit shall be refunded or applied as provided in California Civil Code Section 1950.5. In the event Owner uses any part of the Security Deposit during the tenancy, Tenants shall replenish the Security Deposit to its full amount within ten (10) days after Owner's written notice to Tenants of the deduction and Owner's demand that the Security Deposit be replenished in full.

29. **ALTERATIONS AND IMPROVEMENTS:** Tenants shall make no upgrades to, alterations of or improvements to the Premises without obtaining Owner's prior written consent, including without limitation, painting, wallpapering, installing any other window covering, wall covering, permanent shelving and flooring, adding or changing any lock or locking device, bolt or latch on the Premises. In the event Owner consents to any addition or change of lock, Tenants shall provide Owner with a key to any such lock or device upon installation thereof. If Owner agrees to any such upgrade, alteration or improvement, Tenants acknowledges and agrees that upon Owner's request upon expiration of the tenancy, Tenants shall, prior to vacating the Premises, remove such upgrade, alteration or improvement and restore the Premises to the condition in which it existed prior to the installation of such upgrade, alteration or improvement. Tenants shall not, as a result of any upgrades, alterations or improvements installed by or on behalf of Tenants, create or allow any mechanics or other lien to be placed on the Premises. If for any reason such lien is so created or placed, Tenants shall, upon demand of Owner, clear the same in a manner acceptable to Owner and indemnify and save Owner and the Premises free and harmless from any liability for any damage, claim, or loss arising therefrom.

30. **OWNER'S LIABILITY; TENANTS' INDEMNITY:**

a. Limitation on Liability. To the greatest extent provided by law, Owner shall not be liable for any injury (including death) to any person caused by any use of the Premises by Tenants, Tenants' Related Parties, or arising from any other cause whatsoever, nor shall Owner be liable for any loss or damage to any personal property belonging to Tenants or located on the Premises, or other facility under the control of Owner. To the greatest extent allowed by law, Tenants hereby agrees to hold Owner harmless from all liability for any such injury, loss or damage.

b. Indemnity. Tenants shall indemnify, defend and hold harmless Owner for any liability, damage, claims for personal injury and/or property damage, cost or expense (including reasonable attorneys' fees), whether incurred by or made against Owner, caused by the negligent, willful or intentional act or omission of Tenants. Tenants also agrees that Owner shall not be liable for matters (and this Agreement shall not be terminated by any interruption or interference with services or accommodations due Tenants) caused by strike, riot, orders or acts of public authorities, acts of other Tenants, accidents, interruption in or shortages of public utilities, the making of necessary repairs to the building of which the Premises are a part, or any other cause beyond Owner's control. Tenants shall also defend, indemnify and hold Owner harmless from and against any claims, costs and liabilities, including attorneys fees and costs, arising out of or in connection with (a) any storage, use and/or disposal of hazardous, toxic or radioactive matter (b) any damage or injury resulting from Tenants' negligent or improper installation, maintenance, operation or removal of any satellite dish. Tenants' obligations in this Section 30 shall survive the expiration and/or termination of this Agreement.

31. **TENANTS INSURANCE REQUIREMENTS:** Tenants shall maintain at all times during the Term of this Agreement, at Tenants' sole expense, a standard type of tenant's or Renter's Homeowners insurance policy, or its equivalent, issued by a licensed insurance company. Such policy shall provide limits of liability of (i) \$100,000 personal liability, and (ii) the greater of \$10,000 or the full replacement value of Tenants' personal property, or greater amounts as may be needed as determined by Tenants. If Tenants elects to install a satellite dish as permitted by this Agreement, Tenants shall maintain public liability and property damage insurance with a single combined liability limit of \$100,000.00 and property damage limit of not less than \$50,000.00 insuring against claims for bodily injury, death or property damage occurring from the installation, maintenance, operation and/or removal of the satellite dish. The policy shall name Owner as an additional insured. Tenants shall provide Owner with proof of such insurance to Owner's satisfaction before any satellite dish is installed. To the greatest extent allowed by law, Tenants hereby (a) releases Owner and Owner's Related Parties from any and all claims for damages or loss to Tenants' personal property (including any deductible and including loss caused by earthquake or other insurable event) and from any and all claims for personal liability, damages or loss in, on or about the Premises that are caused by or result from risks that are or would be insured under Tenants' insurance coverage, including, but not limited to, damage or loss caused by fire, theft, rain, water overflows and leakage, and (b) waives any and all rights of recovery and rights of subrogation against Owner in connection with any damage, claim or loss that is or would be covered by Tenants' insurance coverage.
32. **PARKING.** Tenants shall have the right to park one (1) vehicles in designated parking spaces on the Premises. Parking is for licensed, operational vehicles only. Unauthorized vehicles, inoperative vehicles and improperly parked vehicles will be towed away at owner's expense. Tenants shall not store any personal property of any type other than authorized vehicles within the parking spaces.
33. **REGISTERED SEX OFFENDER DISCLOSURE NOTICE:** The following notice is provided pursuant to Section 2079.10a of the California Civil Code. Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities, maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
34. **LEAD-BASED PAINT AND HAZARDOUS SUBSTANCES:** The Tenants are notified that building which house the Premises was constructed prior to 1978 and may contain traces of residue of lead based paint and other toxic substances commonly used in construction prior to that date. The Tenants are occupying premises at their own risk and the Owner assumes no responsibility for any health and/or emotional issues that a Tenant may develop as a consequence of living on the Premises.
35. **MOLD AND MILDEW:** The possibility of hazards to health caused by mold and mildew has been ordered to be studied by the State Legislature. Mold and mildew can accumulate where there is excess moisture, inadequate ventilation and inadequate cleanliness. The Tenants acknowledge that, a) the Tenants have inspected the premises, and every part thereof; b) the Tenants have found no signs of mold or mildew; c) the Tenants shall keep the Premises clean, dry and well ventilated. The Tenants agree to promptly notify the Owner in writing of any dampness from leaks, overflows and any other water intrusion and of any malfunctions in the ventilation or heating systems. The Tenants shall be

- liable for any injuries or damages that may result from any negligent performance of the foregoing duties.
36. **MODIFICATION AND LEGAL VALIDITY:** Provisions in this Agreement are subject to modification only if modification is in writing. Where any provision of this Agreement is subject to different interpretations, one that would render the provision legal and enforceable and another that would render the provision illegal and unenforceable, the provision shall be interpreted in a manner that makes it legal and enforceable. Total or partial invalidity of one or more provisions of this Agreement shall not render the remainder of it invalid or unenforceable. No oral agreements have been entered into. Should any provision of this Agreement be or become in violation of the laws of the State of California, or any valid local ordinance, this Agreement shall be deemed automatically amended to be in compliance with such laws. In all instances where this Agreement gives the Owner discretion to consent or refuse to consent to some action or inaction, except where otherwise noted, the Owner may withhold such consent arbitrarily and unreasonably.
  37. **MATERIAL COVENANTS:** Each covenant of this Agreement is material and violation in any respect shall be cause for termination of tenancy and eviction. Time is of the essence of this Agreement and each provision herein. Words used in the singular shall include the plural where the context requires and vice versa. All rights, powers, options and remedies given or granted to the Owner by this Agreement, or by law, are cumulative and no one of them is exclusive of the other.
  38. **NOTICES IN WRITING:** The Owner shall not be considered notified of any condition until and unless the matter is reported in writing. If the Tenants allow any condition to continue on the Premises without notifying the Owner in writing, and damage is caused to the property because of that failure to report, then the Tenants may be held responsible for any injury and damage caused.
  39. **WAIVER OF JURY TRIAL:** Recognizing that Jury Trials are both time consuming and expensive, the Owner and the Tenants hereby waive their right to a trial by jury on any matter arising out of this Agreement, or the use or the occupancy of the Premises herein.
  40. **ATTORNEYS' FEES:** Except as provided for in Section 26 above, if a legal action is brought by either party to enforce any part of this Agreement, each party shall be responsible for their own attorney's fees and court costs.
  41. **WAIVER:** A waiver of one provision of this agreement is not a waiver of any other provision of this agreement and a waiver of one act in violation of a provision of this Agreement is not a waiver of future acts in violation of that provision. Any permanent waivers must be signed and in writing by the Owner.
  42. **INTERPRETATION:** Headings at the beginning of each section are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural, and vice versa. In the event of any conflict between the terms and provisions of this Agreement and applicable California law, California law shall control, unless waived herein. If any provision of this Agreement, or its application to any person, place or circumstance, is held by an arbitrator or court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement and such provision(s), as applied to other persons, places and circumstances, shall remain in full force and effect.
  43. **ENTIRE AGREEMENT:** This document, including all documents listed as Associated Documents, shall constitute the entire Agreement between the parties. Any breach of this Agreement will be considered a substantial breach of a material condition. This Agreement supersedes any and all oral or written representations or agreements that may have been made by either party prior to or on the date

Owner and Tenants execute this Agreement. Any modifications to this Agreement must be in writing signed by the Owner and the Tenants. The failure of the Tenants or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy.

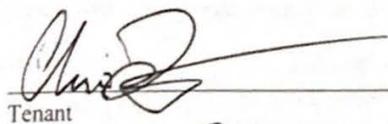
44. ASSOCIATED DOCUMENTS: The following documents have been provided to the Tenants and their provisions are incorporated as part of this Agreement:

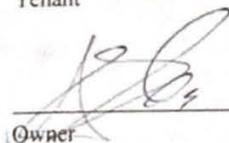
- a. Lease Addendum
- b. Mold Addendum to Lease
- c. Bedbug Addendum
- d. Lead-Based Paint and Lead-Based Paint Hazards Disclosure
- e. Megan's Law Data Base Disclosure
- f. Condo Site Plan
- g. Disclosure Source Homeowner's Information Guides Booklet

[SIGNATURE PAGE FOLLOWS]

TENANT CERTIFICATION AND AGREEMENT: I, the undersigned Tenant, do hereby certify that I have read, understood, and agreed to abide by this Agreement and the incorporated Associated Documents.

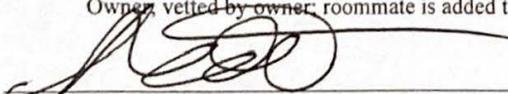
 \_\_\_\_\_ Jan 23 2017  
Tenant Date

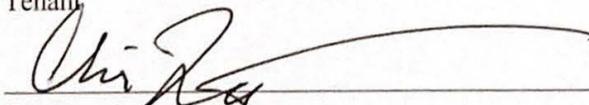
 \_\_\_\_\_ Jan 23 2017  
Tenant Date

 \_\_\_\_\_ 1/30/17  
Owner Date

Lease Addendum for 1534 Filbert Street, Oakland, CA, 94607

1. The Tenants shall be responsible for the monthly testing of all smoke alarms and CO detectors in their premises.
2. *The Tenants shall not undertake to replace the batteries in any of the hard-wired smoke alarms nor to replace light bulbs in any of the overhead ceiling fixtures. Upon notification, the Owner will make any replacements as needed in a timely manner.*
3. The Tenants shall be responsible for the cost and installation of replacement filters for the furnace and for the kitchen drinking water faucet.
4. No waterbeds or other water-filled furniture shall be kept on the Premises
5. The free-standing appliances provided are stove, refrigerator, washer, and dryer.
6. The Tenants shall make use of the water-saving recirculating system when using hot water.
7. The exterior common area gates, stairways, sidewalks, yard, and landscaped areas shall not be obstructed in any way. There shall be no ongoing storage of any materials in the exterior common areas.
8. The Tenants are required to have the carpets of the Premises professionally cleaned upon move out. The Tenants must provide to the Owner a receipt to verify that this was done. The Tenants' failure to have the carpets cleaned will result in a partial loss of the Security Deposit to cover the Owner's cost of doing so. Professional cleaning does not include the Tenants renting a machine and cleaning the carpets themselves.
9. The Tenants shall not commit any waste, create a nuisance, or conduct any activity on the Premises that is in violation of any ordinance, code, statute or law of any governmental organization or permit such acts to occur.
10. All occupants of the buildings adjacent to the Premises shall be entitled to quiet enjoyment of the premises. The Tenants and their guests and invitees shall not use the Premises in such a way as to annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and safety of any occupants, neighbors or others with a right to be on the Premises. Musical instruments, stereos, radios, computers, or television sets or any other types of audio devices shall not be operated in a manner that might disturb other occupants.
11. In the event that the Premises are offered for sale during their occupancy the Tenants agree to complete an estoppel certificate in the form provided by Owner within ten (10) business days of the request of the Owner.
12. Rent checks are to be made out to Arun Gupta.
13. No pets.
14. You can hang and decorate as you see fit, but if anything breaks or repairs are needed that will come out of the deposit. Unless of course, you handle it.
15. Tenants are allowed one additional roommate if the following requirements are met: 2 months' notice is given to Owner, vetted by owner; roommate is added to the lease.

  
\_\_\_\_\_  
Tenant Jan 23 2017  
Date

  
\_\_\_\_\_  
Tenant Jan 23 2017  
Date

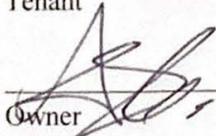
  
\_\_\_\_\_  
Owner 1/30/17  
Date

EXHIBIT B

**000059**

# BORNSTEINLAW

Daniel Marc Bornstein

Kathryn Quetel

Daniel H. Cheung

Liana Ayrapetyan

## IMMEDIATE ATTENTION REQUIRED

August 2, 2021

Nan Eastep  
Chris Tuttle  
Kai Leshne  
Dexter Harris  
1534 Filbert Street  
Oakland CA 94607

RE: 1534 Filbert Street, Oakland CA

Dear Ms. Eastep, Mr. Tuttle, Mr. Leshne, Mr. Harris:

I have been retained by the owner of the above-referenced property, Mr. Arun Gupta, to ensure your understanding and compliance with the attached Lease/Rental Agreement. Be advised, despite Ms. Eastep and Mr. Tuttle no longer being in privity of estate with Mr. Gupta, the lease remains in effect. Until a complete vacancy arises wherein the premises is left vacant, free of all occupants, the operative lease agreement is the one attached.

There is one exception: on April 20, 2021, my client agreed to accept \$2,840.00 as full payment towards monthly rent. Accordingly, for the duration of your occupancy and/or until Mr. Gupta and/or his successor(s) in interest takes steps to reimpose the contract lease rent, you rent each month shall be \$2,840.00

At this time, Mr. Gupta has received only \$1,750.00 for the July, 2021 rent, leaving a balance in the amount of \$ 1,090.00. Also, for August, 2021, Mr. Gupta has only received \$900.00, leaving a balance due and owing of \$1,940.00. In total, as of August 2, 2021, you owe \$3,030.00 in unpaid rent. My client will vigorously enforce his rights to timely receive all rent due and owing. On or before August 10, 2021, please kindly forward the remaining balance to him. Payment of this current debt will obviate the need to further pursue legal means to secure the funds.

Thank you in advance for your consideration and cooperation with this request.

Sincerely,



Daniel Bornstein

EXHIBIT C

**000061**

# Sublease Agreement Form

This sublet agreement is for tenancy at 1534 Filbert Street, Oakland CA 94607. All initials signify agreement to the respective question. The final signature requires the uploading an image of Subtenant's signature. Submission constitutes a legal agreement between the Master Tenant and the Subtenant. Nan Eastep's email is [naneastep@gmail.com](mailto:naneastep@gmail.com). Phone number is 510-435-3890.

## Names of the Parties to the agreement

This sublet agreement is between Master Tenant Nancy "Nan" Eastep and Subtenant (add your full legal name):

Kai Leshne

## Dates of sublet

I understand and agree to the dates of my tenancy as beginning on May 1, 2021 and ending on July 31, 2021 (please initial).

KL

The rent amount per month is \$900 and will be paid by the second day of each of the months of May, June and July 2021 via Venmo to @Nan-Eastep (please initial).

KL

## Security deposit and care of premises

No security deposit will be necessary. As Subtenant, I agree to examine the premises, including all fixtures and furnishings, and either acknowledge that they are in good condition and repair, and accept them in its current condition or email Master Tenant of any issues, including pictures of damaged items or surfaces. At the end of the term of the sublet, I agree to surrender and deliver possession of the Premises to the Master Tenant, including all appliances and fixtures and furnishings in as good a condition as they were at the commencement of the term, reasonable wear and tear excepted. As Subtenant, I agree that I will be liable to Master Tenant for any damage occurring to the premises and any damage to or loss of the contents thereof which are done by myself or my guests. (Please initial.)

KL

---

### Furnishings

The room I will be occupying during the sublet is in northeast corner of the upstairs flat of the duplex, is fully furnished with a nightstand, a dresser, a rug and a bed that is (choose size):

- King
- Queen
- Full

### Guests, pets, smoking and use of drugs and alcohol

As Subtenant, I agree to be the sole occupant of the room I am renting. I agree that any guests I have will not stay for more than 20 hours unless prior permission (minimum of 24 hours notice) is granted by the Master Tenant. I agree not to house a pet on the premises. I agree not to smoke on the property. I understand that moderate use of mood altering substances is allowed, but that substance abuse is not tolerated and will constitute the immediate termination of the sublet. (Please initial.)

KL

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## LANDLORD INFORMATION

I understand and have been informed by the Master Tenant that the information in this form will be made available to the Landlord, Arun Gupta prior to May 1, 2021. I agree that I have been given his contact email, [1534filbert@gmail.com](mailto:1534filbert@gmail.com), to have in the event of an emergency, or unresolvable legal issue or dispute during the term of my sublet. (Please initial.)

KL

## Date and signature

I agree that in adding the date and my name to the signature section below constitutes my agreement to the terms of this sublet. (Please date and sign by uploading an image of your signature.)

Kai Leshne, 4/15/2021

This content is neither created nor endorsed by Google.

Google Forms

EXHIBIT D

**000065**

**Notice of New Owner/Agent**  
(California Civil Code Section 1962)

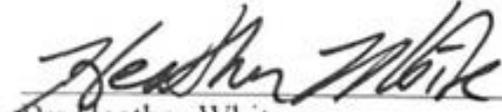
To: Kai Leshne  
Resident(s) (tenants and subtenants) in possession and all others in possession of the premises designated by the number and street as

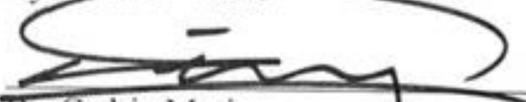
1534 Filbert Street, Oakland, California, 94607.

1. Effective immediately, Cedric Meriau and Heather White, telephone number 415-361-1311, shall be the Owner/Agent of unit in which you reside, listed above.
2. Rent is due in advance on 1st day of each and every month, at \$2,840.00 per month, with the January 2022 rent prorated for 21 days in the amount of \$1,923.81, payable to Cedric Meriau at 1536 Filbert St, Oakland CA 94607.
3. Payments may be made in the form of personal check, cashier's check, or money order. Payments made in person may be delivered to Agent between the hours of 9:00 A.M. and 5:00 P.M., Monday to Friday. Your rent check may also be mailed to Cedric Meriau and Heather White at 1536 Filbert St, Oakland CA 94607. If rent is mailed, rent must be mailed so that it is received on or before the due date and Kai Leshne bears the risk of loss in the mail.
4. Owner/Agent is also the agent for service of process and for the purpose of receiving and receipting for all notices and demands, unless you are notified otherwise by Owner/Agent.

1-12-22  
Date

1-12-22  
Date

  
By Heather White

  
By Cedric Meriau



## **Notice of Tenant Protection Ordinance**

(O.M.C. 8.22.600 et seq.)

On November 5, 2014, the Oakland City Council adopted the Tenant Protection Ordinance (TPO), which prohibits various harassing behaviors against tenants by owners and their agents (for example, property managers and contractors) – thereby bolstering existing laws and leases that protect tenants. The TPO creates remedies that can be enforced by private civil rights of action.

Among other things, the Tenant Protection Ordinance prohibits conduct that may coerce a tenant to vacate a rental unit involuntarily. The following is only a summary of the illegal conduct; for a complete list, you are advised to review the attached copy of the Tenant Protection Ordinance or review Oakland Municipal Code 8.22.600.

Property owners and their agents must not, in bad faith, engage in any of the following conduct:

1. Disruption of services to the rental unit.
2. Fail to perform repairs and maintenance.
3. Fail to exercise due diligence when completing repairs (ex. unreasonable delays) or follow appropriate industry protocol.
4. Abuse the owner's right of access to the rental unit.
5. Remove personal property, furnishings, or any other items without the prior written consent of the tenant, except when authorized by law.
6. Threaten to report a tenant or their known associates to law enforcement based on their perceived or actual immigration status.
7. Influence a tenant to vacate through fraud, intimidation, or coercion.
8. Offer payments to a tenant to vacate more than once in six (6) months if the tenant has stated in writing that they don't want to receive such offers
9. Try to intimidate a tenant into accepting a buyout.

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

# CITY OF OAKLAND

## Rent Adjustment Program



10. Threaten the tenant or their guests, by word or gesture, with physical harm.
11. Interfere with a tenant's right to quiet use and enjoyment of the rental unit.
12. Refuse to accept or acknowledge receipt of a tenant's lawful rent payment.
13. Refuse to cash a rent check for over thirty (30) days unless a written receipt for payment has been provided to the tenant.
14. Interfere with a tenant's right to privacy, including unnecessarily inquiring into a tenant's immigration status.
15. Unilaterally impose new material terms of tenancy.
16. Remove a housing service for purpose of causing the tenant to vacate.
17. Commit violations of certain state laws, including discrimination prohibited under the Unruh Civil Rights Act and illegal lockouts and utility shutoffs prohibited by other laws.
18. Misrepresent to a tenant that they are required to vacate their unit.

**Note: A tenant who has experienced violations of the Tenant Protection Ordinance may bring a civil action in court against the property owners. Elderly, disabled, and/or catastrophically ill tenants have heightened protections under the TPO. Violators may be held liable for treble (three times) damages, including emotional distress. For violations related to repairs, tenants must first provide fifteen (15) days' notice of violation.**

The TPO requires owners to post a notice of the TPO in rental units located in a building with an interior common area. The notice must be placed in at least one such common area in the building using the form prescribed by the City Staff.

If you are experiencing any of the conduct detailed above, you may contact the Rent Adjustment Program for more information, at (510) 238-3721 or [rap@oaklandca.gov](mailto:rap@oaklandca.gov).

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



## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program (“RAP”) that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase (“CPI increase”) or allowed “banked” rent increases. These include, but are not limited to, capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed the maximum increase which changes annually with a 10% cap. You have a right to contest the proposed rent increase by responding to the owner’s petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information. The petition forms are available from the website at [Rent Adjustment Program Petition and Response Forms](#).
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance (“TPO”) to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600).
- The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

### **TENANTS’ SMOKING POLICY DISCLOSURE**

- Smoking (circle one) IS or IS **NOT** permitted in Unit 1534 Filbert, the unit you intend to rent.
- Smoking (circle one) IS or IS **NOT** permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS **NOT** a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on \_\_\_\_\_ (Date) \_\_\_\_\_ (Tenant’s signature)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。  
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

## AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland tiene un Programa de Ajustes en el Alquiler (“RAP”) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para obtener más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1.º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler (“aumento CPI”) o para todo aumento del alquiler “guardado” que esté permitido. Estos incluyen, entre otros, mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el aumento máximo que cambia de manera anual con un 10 % de capitalización. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, usted deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Información. Encontrará los formularios de petición disponibles en el sitio web, donde dice [Rent Adjustment Program Petition and Response Forms](#) “Formularios de Petición y Respuesta del Programa de Ajustes en el Alquiler”.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza y Reglamentos de Desalojo por Causa Justa, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para obtener más información contacte a la oficina RAP.
- Oakland cobra a los propietarios una Tarifa de Servicio del Programa de Ajustes en el Alquiler por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la parte de la tarifa que correspondería al inquilino.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, “TPO”) para impedir el comportamiento abusivo por parte de los propietarios y para ofrecer a los inquilinos recursos legales en instancias donde hayan sido víctimas de comportamiento abusivo por parte de los propietarios (O.M.C. 8.22.600).
- El propietario \_\_\_\_ tiene \_\_\_\_ no tiene permitido establecer el alquiler inicial de esta unidad sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de \_\_\_\_\_.

### INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en la Unidad \_\_\_\_\_, la unidad que

**CIUDAD DE OAKLAND**

**PROGRAMA DE AJUSTE A LA RENTA**

250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243

(510) 238-3721

CA Relay Service 711

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



usted pretende alquilar.

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en otras unidades de su edificio. (Si hay disponibilidad de ambas unidades, para fumadores y no fumadores, en el edificio del inquilino, adjunte una lista de las unidades en donde se permite fumar).
- (Encierre en un círculo) HAY o NO HAY un área designada al aire libre para fumar. Se encuentra en \_\_\_\_\_.

Recibí una copia de este aviso el \_\_\_\_\_ (Fecha) \_\_\_\_\_ (Firma del inquilino)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

## 住宅租金調整計劃的租客通知書

- 屋崙 (奧克蘭) 市的租金調整分部 (RAP) 旨在限制租金調漲 (屋崙 (奧克蘭) 市政法規 8.22 章) , 且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本計劃限制範圍內, 請聯絡 RAP 辦事處。
- 從 2017 年 2 月 1 日起, 如果租金調漲幅度超出一般租金年漲幅 (「CPI 漲幅」) 或允許的「調整存放」漲幅, 業主就必須向 RAP 陳情。調漲原因可包括但不限於固定資產整修和營運支出增加。對於這些類型的租金調漲方案, 業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過每年最變動且最多 10% 的漲幅。如果不同意建議的租金調幅, 您有權對業主的陳情提出抗辯。
- **對租金調漲提出抗辯:** 您可以租金調漲違法或者住房服務縮為由, 向 RAP 陳情抗辯。如果您要對租金調漲提出抗辯, (1) 且業主隨同這份「租客通知」一併提供租金調漲通知, 則您必須在收到租金調漲通知後九十 (90) 天內提出陳情; (2) 但業主未隨這份「租客通知」提供租金調漲通知, 則您必須在收到租金調整通知後的 120 天內提出陳情。如果業主在租期一開始時沒有提供這份租客通知, 您就必須在第一次收到這份租客通知後的九十 (90) 天內提出請願。若需要請願書表格, 可上網站 [Rent Adjustment Program Petition and Response Forms](#) (租金調整分部請願書和回應表格) 取得。
- 如果您對租金調漲有異議, 在提出陳情之前, 您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付, 您將積欠從調漲生效日期算起的調漲金額。
- 屋崙 (奧克蘭) 市的驅逐管制規則 (屋崙 (奧克蘭) 市政法規 8.22 中的「驅逐正當理由」) 對所管制單位的驅逐理由設有限制。若要瞭解更多資訊, 請聯絡 RAP 辦公室。
- 屋崙 (奧克蘭) 市政府每年會向業主收取每個出租單位的「租金分部服務費」 (Rent Program Service Fee)。若業主準時支付這筆費用, 就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙 (奧克蘭) 市的租客保護法令 (Tenant Protection Ordinance, TPO) 旨在遏阻房東的騷擾行為, 並且在租客受房東騷擾的情況下賦予租客法律追索權 (屋崙 (奧克蘭) 市政法規 8.22.600)。
- 業主 \_\_\_ 得以 \_\_\_ 不得對本單位設下毫無限制的起租租金 (例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金, 則前任房客遷出後生效的租金是 \_\_\_\_\_。

### 針對租客的吸煙政策聲明

- 住房單位 \_\_\_\_\_ (您有意承租的單位) 「允許」或「不允許」吸煙 (圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙 (圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位, 應附上一張可吸煙單位列表。)

屋崙 (奧克蘭) 市政府

租金調整分部

250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243

(510) 238-3721

CA Relay Service 711

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



- 本建築物「有」或「沒有」指定的戶外吸煙區 (圈選一項)。該吸煙區位於 \_\_\_\_\_。

我於 \_\_\_\_\_ 收到本通知書 \_\_\_\_\_  
(日期) (租客簽名)

本份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

EXHIBIT E

**000074**

**From:** kai channels <[kai.channels888@gmail.com](mailto:kai.channels888@gmail.com)>  
**Subject: Re: Introduction to new Owners**  
**Date:** January 23, 2022 at 12:05:02 PM PST  
**To:** Heather White <[1534@filbert-st.com](mailto:1534@filbert-st.com)>

Hello Cedric & Heather,

I was completely unaware that the building had been sold until you messaged me. Attempting to raise my rent in our first interaction was not a good start to our relationship.

Arun Gupta has had a history of snake-like behavior so I wouldn't be surprised if he avoided informing you guys about the situation with this place before getting it off of his hands. My lawyer and I are preparing to take him to court for multiple things that he did during his ownership. The latest thing was him hiring people to clear out the garage without any supervision or my consent. In the process, the people he hired stole multiple items of mine, including my grandmother's ashes.

I am guessing by your attempt to increase my rent immediately that you are unaware of the situation with this property. It might have been wise to consult with me, the occupying tenant of the unit before making the purchase. I am sorry that you guys have gotten caught up with this house.

The rent on my unit, 1534 Filbert st, has been set at \$900/month since July 1st, 2021. Arun accepted & acknowledged every payment of rent from that month through January. I wouldn't be surprised if he didn't even inform you of what the actual rent on my unit has been set at.

I am also assuming by your letter that Arun took the rent I paid for January without informing you. I paid Arun \$900 on January 1st. I also have a security deposit of over \$3000 that has not been refunded.

As you may know by now, I have filed an illegal rent increase with the City of Oakland due to your attempt to raise my rent illegally.

As for the stuff in the garage, and on the deck, I am requesting at least 30 days to clear this stuff properly.

Best,  
Kai

On Wed, Jan 12, 2022 at 3:14 PM Heather White <[1534@filbert-st.com](mailto:1534@filbert-st.com)> wrote:

Dear Kai,

You may know by now that Arun Gupta has sold 1534-1536 Filbert. As the new owners we wanted to write you personally to introduce ourselves.

We're Cedric and Heather. You'll soon start to see us onsite with our two senior dogs Sparky and Honey (Honey answers mostly to "Moose" -but that's long story, lol). I, Heather, have lived in the East Bay my entire life. My mom grew up locally and my parents, now elderly, brought me permanently as a little girl. I've traveled for school and work, but this has always been home. Cedric is originally from France, fell in love with the San Francisco area years ago and eventually become a citizen here in Oakland at the Paramount Theatre.

We want you to know that we didn't buy this building to be investors, we want it to be our home. We want to work with you to make this a smooth transition, so please see the attached letter with information on how to pay the rent, etc.

**000075**

We do need to ask you to please not leave anything in any of the common areas or on/in the garage. This means basically anywhere that is outside of the 1534 unit. In particular, this also includes the area above the garage, which has furniture set up on it like a deck. We know that Arun asked all the tenants to remove those personal items, and for safety reasons we need to have that area cleared off. The stairs up to the garage roof is for authorized and necessary rooftop maintenance access only. The garage structure needs repairs that risk damaging anything left inside, so please remove your remaining belongings by the end of January. We expect to start work inside the garage in early February.

We'd also like to replace the faucet on the kitchen sink in the upper unit. Please let us know when there's a good time to do that. Evenings and weekends are best for us. Over the coming weeks we'll be making a few repairs to fences, adding security locks to the gates and security cameras on the gate and downstairs unit doors. As soon as we do that we'll be sure to provide you with a key to both gates.

Please reply by emailing us at [1534@Filbert-St.com](mailto:1534@Filbert-St.com) as soon as you receive this so we know you got it OK. If ever you need to reach us feel free to email any time.

We wish you a happy New Year and look forward to meeting you soon,

Heather & Cedric

See attachment:

**000076**

EXHIBIT F

**000077**



Fried,  
Williams &  
Grice Conner

1939 Harrison Street, Suite 460, Oakland, CA 94612  
Tel 510-625-0100

625 Market Street, 4<sup>th</sup> Floor, San Francisco, CA 94105  
Tel 415-421-0100

[www.friedwilliams.com](http://www.friedwilliams.com)

Matthew P. Quiring  
[mquiring@friedwilliams.com](mailto:mquiring@friedwilliams.com)  
Respond to Oakland Office

January 26, 2022

Via Certified, Regular and Electronic Mail

Mr. Kai Leshne  
1534 Filbert Street  
Oakland, CA 94607  
[kai.channels888@gmail.com](mailto:kai.channels888@gmail.com)

*Re: Your tenancy*

Dear Mr. Leshne,

We are the attorneys for your landlords, Heather White and Cedric Meriau. This letter responds on their behalf to your mail dated January 23, 2022 in response to the new owner notice mailed to you on January 12, 2022. If you are currently represented by an attorney, please forward this letter to them, and please provide me with their contact information for future correspondence.

The purpose of the notice you received was, as stated, to fulfill the requirements for Civil Code Section 1962, following the purchase of the 1534-1536 Filbert Street. The owners obviously disagree that this constitutes any kind of illegal rent increase and are surprised that you would draw that conclusion based on your stated belief that they have been misinformed about the terms of your tenancy.

As you are currently the sole permitted occupant of 1534 Filbert, i.e. the upper unit, the owners were merely conveying the known terms of that unit to you, which is that the rent for that entire upper unit is \$2,840.00 per month, since it appeared from the presence of your personal belongings that you were occupying the entire upper unit. Based on your comments, and the contents of the rent board petition wherein you allege that your rent is \$900 per month, the owners now presume that you are not claiming occupancy of the entire unit, but rather a portion of it.

If so, then this may well be a misunderstanding that can now be resolved. And certainly, as you suggest, if there had been communication prior to the sale, such misunderstanding could have been avoided. However, the owners were unable to have any meaningful communication with you when they met you personally at the property to view the upper unit prior to sale. The music in the unit was turned to a volume that made casual conversation impossible, you expressed hostility to the owners' real estate agent, and then you retreated into the music studio in your closet. From this experience, the owners reasonably inferred that you preferred not to be disturbed.

**000078**



Fried,  
Williams &  
Grice Conner LLP

Mr. Kai Lshne

January 26, 2022  
Page 2

If you would rather have this dispute resolved at the rent board, the owners will be happy to participate. However, now that we are in correspondence, that may not be necessary, and we can clear the air right away. Please advise if you are claiming possession of the entire upper unit at \$2,840.00, or only a bedroom at \$900, and we can proceed accordingly.

Regarding the items you are currently storing on the garage roof and inside the garage itself, the owners will agree in good faith to a deadline of February 11, 2022 for you to remove those items, 30 days from the owners' notice to you.

Sincerely,

Fried, Williams & Grice Conner LLP

Matthew P. Quiring  
Attorney for Owners  
Heather White and Cedric Meriau

000079



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

Case No. T22-0024

**PROOF OF SERVICE**

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.**

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) served.
- File the completed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and any attachments you are serving.
- Please number sequentially all additional documents provided to the RAP.

**PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.**

I served a copy of: Respondent's Submission of Evidence  
(insert name of document served)  
 And Additional Documents

and (write number of attached pages) 39 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. United States mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

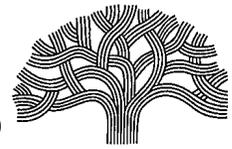
Name	Kai Leshne
Address	1534 Filbert Street
City, State, Zip	Oakland, CA 94607

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 4/13/2022 (insert date served).

Marena Perez-Ratto  
PRINT YOUR NAME

Marena Perez-Ratto  
SIGNATURE

4/13/2022  
DATE



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department  
Rent Adjustment Program

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

## **ORDER OF DISMISSAL**

**CASE NUMBER:** T22-0024, Leshne v. Meriau

**PROPERTY ADDRESS:** 1534 Filbert St., Oakland, CA

**PARTIES:** Kai Leshne, Tenant  
Cedric Meriau, Owner  
Heather White, Owner  
Angie Sandoval, Owner Representative

### **Background**

The parties in this case agreed to participate in a mediation.

On March 16, 2022, a Notice of Remote Mediation/Hearing and a Zoom Invitation for RAP Mediation were served on the parties, with a proof of service, setting the mediation for April 20, 2022, at 10:00 a.m., and, in the event the mediation is not successful, a hearing date was set for April 27, 2022.

The Notice of Remote Mediation/Hearing states as follows:

#### **Failure to Appear for Mediation**

If the petitioner fails to appear at the Mediation, the Hearing Officer may either conduct an immediate Hearing and render a decision without the participation of the petitioner or dismiss the petition.

No notices were returned to the Rent Adjustment Program (RAP) office as undeliverable.

The mediation came on regularly on April 20, 2022, at 10:00 a.m., as scheduled. The owners and owners' representative promptly appeared. The tenant petitioner did not appear.

The Hearing Officer waited until 10:25 am for the petitioner to appear. The petitioner did not appear, did not contact the RAP office, and did not submit any written request for postponement.

**000082**

## **Dismissal**

As set forth in the Notice of Remote Mediation/Hearing, the Hearing Officer can dismiss the petition for the petitioner's failure to appear at the Mediation.

In addition, the RAP Regulations also state that, if a petitioner fails to appear at a properly noticed mediation, the Hearing Officer may, in the Hearing Officer's discretion, dismiss the case.<sup>1</sup>

Due to the tenant petitioner's failure to appear at the Mediation, the tenant petition is hereby dismissed.

## **ORDER**

1. The tenant's petition T22-0024 is dismissed.
2. The Hearing scheduled for April 27, 2022, is cancelled.

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

Dated: April 20, 2022

*Linda Moroz*

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Linda M. Moroz  
Hearing Officer  
Rent Adjustment Program

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<sup>1</sup> RAP Regulations §8.22.100(B)(2)(e)(i)

## PROOF OF SERVICE BY ELECTRONIC MAIL

Case: T22-0024, Leshne v. Meriau

I, the undersigned, state that I am a citizen of the United States and am employed in the City of Oakland and County of Alameda; that I am over the age of eighteen (18) years and not a party to the within cause; and that my business address is Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612. My electronic service address is:

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

Today, I electronically served the following:

### Order of Dismissal

I electronically served the document(s) listed above to:

Kai Leshne [kaiod.management@gmail.com](mailto:kaiod.management@gmail.com)

Cedric Meriau [1534@filbert-st.com](mailto:1534@filbert-st.com)

Matthew Quiring [mquiring@friedwilliams.com](mailto:mquiring@friedwilliams.com)

Angie Sandoval [asandoval@friedwilliams.com](mailto:asandoval@friedwilliams.com)

Marena Perez-Ratto [mperez@friedwilliams.com](mailto:mperez@friedwilliams.com)

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

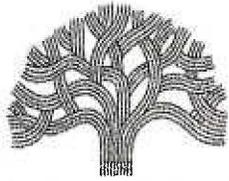
Date: April 22, 2022

*Brittini Lothlen*

Brittini Lothlen

Legal Administrative Assistant

Oakland Rent Adjustment Program



**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 250 Frank H. Ogawa Plaza, Suite 5313  
 Oakland, CA 94612-0243  
 (510) 238-3721  
 CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

**RECEIVED**  
 MAY 9 2022  
 RENT ADJUSTMENT PROGRAM  
 OAKLAND

## APPEAL

<b>Appellant's Name</b>  Kai Leshne	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b>  1534 Filbert St, Oakland CA 94607	
<b>Appellant's Mailing Address (For receipt of notices)</b>  1534 Filbert St, Oakland CA 94607	<b>Case Number</b>  T22-0024
<b>Name of Representative (if any)</b>  DUANE DEJOIE	<b>Date of Decision appealed</b>  April 20, 2022
<b>Name of Representative (if any)</b>  DUANE DEJOIE	<b>Representative's Mailing Address (For notices)</b>  P.O. Box 231005 Pleasant Hill, CA 94523

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

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
  - a)  The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, Regulation or prior Board decision(s) and describe how the description is inconsistent.)*
  - b)  The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
  - c)  The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
  - d)  The decision violates federal, state, or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
  - e)  The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

**000085**

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

**Supporting documents (in addition to this form) must not exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document.** Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). Please number attached pages consecutively. Number of pages attached: 25.

**• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. •**  
 I declare under penalty of perjury under the laws of the State of California that on May 6th, 2022, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Cedric Merieau
<b>Address</b>	1536 Filbert St
<b>City, State Zip</b>	Oakland, CA 94607
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

	<b>05/06/2022</b>
---	-------------------

**SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE**

**DATE**

**000086**

## **IMPORTANT INFORMATION:**

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

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- **Any response to the appeal by the responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 15 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 20 days of the date the appeal was mailed to them.**
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.

**000087**

**KAI LESHNE  
1534 FILBERT ST  
OAKLAND, CALIFORNIA 94607  
TELEPHONE : 707-732-4913  
EMAIL : kai.leshne@gmail.com**

**DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT AGENCY  
RENT ADJUSTMENT PROGRAM  
CITY OF OAKLAND  
CASE NO. : T22-0024**

**PETITIONER'S APPEAL ; SUBMISSION OF TANGIBLE EVIDENCE**

## **APPEAL STATEMENT**

Dear The City Of Oakland

My evidence was never heard. I received no physical correspondence providing notice of the date and time of a mediation or arbitration. Please note the change of mailing address to a more secure post office box, as mail sent to my residence is often misdelivered.

For mailing correspondence, please send to % Duane Dejoie, P.O. Box 231005  
Pleasant Hill, CA 94523

For email correspondence, please email [kai.leshne@gmail.com](mailto:kai.leshne@gmail.com)

Sincerely,  
Kai Leshne

**000088**

## **SUMMARY OF PETITIONER'S CONTENTIONS**

• THAT A NEW OWNER TAKES REAL PROPERTY WITH OBLIGATION TO HONOR PRE-EXISTING RENTAL AGREEMENTS IS WELL ESTABLISHED IN CALIFORNIA LANDLORD-TENANT LAW.

• A MONTH-MONTH TENANCY WAS CREATED FOR ENTIRE UNIT AT RATE SET BY PREVIOUS OWNER AS EVIDENCED BY PAYMENTS TENDERED AND ACCEPTED BEGINNING JULY 2021 WHICH AGREEMENT REMAINS EFFECTIVE AND COGNIZABLE.

## **SUMMARY OF PETITION BACKGROUND**

On May 1st, Kai Leshne ("Petitioner") was added to the pre-existing lease for the premises. Thereafter, upon notice of intention to sell the property, all other previous tenants listed on the lease then in effect vacated the premises, leaving Petitioner as the sole occupant from July 1, 2021 onwards. The Landlord and Petitioner formed an agreement that the petitioner would occupy the entire premises in exchange for a new rental sum of \$900. Petitioner made timely payments at this negotiated amount from July 1st, 2021 through January, 2022. On January 1, 2022, the petitioner tendered his regular monthly rent check to the previous landlord which was accepted and negotiated.

The Respondents took ownership sometime during the month of January, 2022. On January 12, 2022, Respondents presented Petitioner with an unlawful rent increase, failing to acknowledge that Petitioner had already satisfied his rental payment obligation on January 1, 2022, and purported to set a new rental rate of \$2,840 for the petitioner's unit.

## **PETITIONER ENTERED INTO A VALID AND ENFORCEABLE NEW CONTRACT WITH LANDLORD**

Petitioner asserts that under California law it is well-settled that, as here, when a new owner acquires real property the pre-existing leases are transferred to the new owner.

Formation of a valid and enforceable lease requires no particular words, form, or language to create an oral or written lease. However, the words used must evidence the landlord's and tenant's intent to create a landlord-tenant relationship (which intent is apparent from either the parties' acts or deeds, or the language of a written agreement);

As a contract, a written lease is construed according to the intent of the parties, as gathered from the language of the lease and the performance of the parties under the lease, and in accordance with the rules of interpretation of contracts.

In the case of an oral contract, the terms are construed based on the acts and deeds of the parties in execution of the obligations of the formed contract. In other words, performance of mutual obligations by the parties confirms the existence of the contract the parties intended to create and put into effect.

Here, the intent of the parties to form a new rental agreement for the premises is confirmed by the mutual performance of the parties to the agreement.

To wit, the tenant paid rent to the previous Landlord in sequential and timely performance of his contractual duty. In turn, the Landlord accepted the tendered rental payments also in conformance with the various duties that are attendant to such agreement, including warranty of habitability, ensuring tenant's quiet enjoyment, etc.

To the extent that the parties mutually agree to modify the lease with respect to fully performed lease obligations, such modifications become executed modifications of the lease.

## **CONCLUSION**

Accordingly, Petitioner asserts that when Respondents took ownership of the premises any and all obligations attendant to ownership which were then in effect were transferred to Respondents. Such obligations include but are not limited to honoring the rental agreement that was in place prior to the sale of the property.

## **PETITIONER'S PERSONAL STATEMENT + EVIDENCE (EXHIBITS)**

Beginning May 1st, 2021 I, Kai Leshne, was on a sub-lease paying \$900 under the previous master tenant, Nan Eastep.

Upon notice of the previous owner's desire to sell the property, the previous master tenant Nan Eastep surrendered her lease at the end of June, 2021. The other subletter, Alexander Harris, moved out shortly after Nan's announcement to us via email on May 19th, 2021. *Exhibit A*

Thereafter, the previous owner, Arun Gupta, requested my rent to be paid directly to him beginning in the month of July, 2021, establishing a new agreement with me for the entire unit. My tenancy from July 1st onwards is clearly independent of my sub-lease under Nan Eastep's abandoned lease. *Exhibit A*.

I paid the previous owner as requested, \$900 for the entire unit each month from July 1st, 2021 onwards. All of my rental payments for the entire unit were honored and negotiated by the previous owner, in accord with the agreement established July 1, 2021. *Exhibit B*

On August 27th, 2021 the previous owner, Arun Gupta, attempted to buy me out of my “residential tenancy at 1534 Filbert St., Oakland, CA”. The previous owner and I signed a “Move-Out Negotiations Disclosure” form. After going back and forth on terms, I did not accept the previous owner’s final buyout terms, which had a proposed move-out date of October 31st, 2021. During the course of these negotiations or in the drafting of the buyout agreement there was no intimation that my “residential tenancy” was of only a portion of the entire unit. The buyout agreement drafted by the previous owner, Arun Gupta, confirms the fact that I occupy the entire unit at 1534 Filbert Street, Oakland, CA. *Exhibit C.*

A transfer of ownership took place on January 12, 2022, which is when I received a notice in the mail from the new owners claiming my rent owed to them totals \$2840 per month, instead of the \$900 per month I had been paying to occupy the entire unit from July 1, 2021 onwards. *Exhibit D.*

I had already paid my \$900 of rent for the month of January, 2022 to the previous owner, Arun Gupta. On January 12, 2021 I filled out a Tenant Estoppel form after being requested to do so by the previous owner’s broker, Rachna Bhatnaga, following the sale of the property. *Exhibit E*

In attempts to remove me from my unit, the new owners and their legal representation have harassed me continuously since purchasing the property. They have attempted to raise my rent by over three times (3x) the amount that I had been paying for the entire unit under the previous owner. They have also sent me several questionable notices, including a complaint regarding noise that I make through the course of daily living such as walking and talking on the phone.

The owners are also harassing me about utilities. Utilities such as gas and electricity were fully covered under my agreement with the previous owner. They seem to be unaware of this fact. Additionally, I have never used an “unreasonable amount” of gas or electricity since moving into my unit last year. *Exhibit F*

In further attempts to harass and remove me from my unit, the current owners have provided misleading evidence to sway the decision of this hearing. I recently received a large packet from the new owners titled “*Respondent’s Submission to Tangible Evidence*”. Directly below this paragraph is my response to the “Exhibits” provided within the respondent’s submission. My above stated facts, supported by the evidence that I have provided in my own exhibits, nullifies

any attempts from the respondents to connect my previous sub-lease under Nan Eastep to my direct tenancy with Arun Gupta, which commenced July 1st, 2021.

### **RESPONDENTS SUBMISSIONS**

#### **RESPONDENT'S EXHIBIT A & EXHIBIT C:**

The previous owner, Arun Gupted never provided this tenancy agreement (respondent's Exhibit A) to me. I never received or agreed to this supposed lease's terms through action, verbal agreement, or written agreement. I am assuming that the lease shown in Respondent's Exhibit A was a lease previously held by Chris Tuttle, and Nan Eastep, since these are the tenants listed on the first page of the rental agreement in the section "TENANTS".

The lease agreement (respondent's exhibit A) that the respondent's have submitted, as well as my sub-lease agreement under Nan Eastep (respondent's Exhibit C) is irrelevant to my petition. The irrelevancy of Exhibit C is supported by the fact that Nan Eastep surrendered the premises in the month of June, 2021. The fact that I remained in the unit, and was offered a buyout is itself proof that a new agreement had been made directly with the previous owner, Arun Gupta. In addition to Nan's actions and words, the surrender of Nan's tenancy was clearly acknowledged and accepted by the previous owner, Arun Gupta.

Further evidence of a new and separate agreement for the entire unit having been made with Gupta is found in the proposed buyout agreement from Gupta which, referring to "the residential tenancy of Kai Leshne at 1534 Filbert Street, Oakland, CA ", acknowledges and confirms the existence of of a new and separate agreement between us for the entire unit..

**RESPONDENT'S EXHIBIT B:** The relevance of the letter from Bornstein Law dated August 2, 2021 (respondent's Exhibit B) is questionable, as all tenants listed other than myself had already surrendered the premises prior to the date this letter was sent. What makes this piece of evidence even more puzzling is that I have never lived with or met the person "Chris Tuttle", who is mentioned in this letter (respondent's exhibit A).

**RESPONDENT'S EXHIBIT D:** Exhibit D is proof of the current owner's attempt to illegally adjust my rent.

**RESPONDENT'S EXHIBIT E:** Exhibit E is my response to the owner's first point of contact with me, where I clarified the situation further despite having already stated what I was paying for the entire unit in my Tenant Estoppel requested by the previous owner's property representative (broker), Rachna Bhatnagar.

**RESPONDENT'S EXHIBIT F:** Exhibit F, is an attempt by the current owners to manipulate me into acknowledging a new rental price for my unit. This can be seen as harassment as I already had made clear in both my official tenant estoppel, and my initial email to them that rent on the entire unit is \$900 per month.

Additionally, the notice to remove my items from the garage, and garage roof can be deemed as an unlawful breach of my agreement with the previous owner, wherein I was granted access to all common areas on the property. Common areas include the garage space and the rooftop of the garage, which has acted as a patio/outdoor lounge area on the property since I moved in. This mutual understanding between me and the previous owner can be seen in my own evidence (*Exhibit G*), where the previous owner asked me to mark which belongings in the garage were mine, to further clarify what items belonged to Nan Eastep's before he inspected the unit following Nan's surrender of the premises in June, 2021.

Since purchasing the property, the new owners have continuously harassed me about the garage common space, requesting me to remove all items so that they can do "renovations". I have seen no evidence of renovations or work done on this part of the property. All I have seen is the current owners using the garage space to park and charge their Tesla SUV. Since their initial notice, they have fully taken over this common space by changing the locks on the garage, thus removing my access from the space, and my belongings that are still within.

The evidence provided by the Respondents, and the current owner's position on the rent that I have been paying for my unit since July 1st, 2021 seems to be a matter between the current owner and the previous owner. If the previous owner misrepresented the true rental sum to the current owners, stating that the rent on my unit is \$2840 per month prior to the sale of the property, that is a matter between the previous owner, Arun Gupta, and the new owners. I wish for my illegal rent increase petition, the statements herein, and the evidence that I have provided to be fully acknowledged by the City of Oakland. I also wish for the harassment by the current owners to cease immediately.

Sincerely,  
Kai Leshne

---

# PETITIONER'S EVIDENCE

## EXHIBIT A

Introductions Inbox



**nan eastep** <naneestep@gmail.com>

May 19, 2021, 6:28 PM

to Arun, Dexter, me



Kai and Dex,

I put in my 30 days notice with Arun Gupta, the landlord at 1534 Filbert Street. He asked that I introduce you to him in an email so he can communicate with you directly.

Arun,

Meet Kai and Dex, the subletters.

You all can take it from here without me.

Peace.

**Nan**

--

**Nan** Eastep

000094

10:23



10:29



On May 25, 2021, 2:41 PM -0400, nan eastep <naneastep@gmail.com>, wrote:

Thanks Arun!

On Mon, May 24, 2021 at 12:16 PM Arun Gupta <1534filbert@gmail.com> wrote:

Hi Nan -

Please see below for answers to your questions:

- 1.) ok
- 2.) ok
- 3.) done
- 4.) correct. This also includes a pet deposit of \$250. That said, the total deposit is \$3,200 + \$250 = \$3,450
- 5.) I will venmo you \$360 on June 1st.
- 6.) I will have the property looked at and the security deposit returned in full (assuming there are no damages) within 30 days from July 5, 2021.

Quick question on my end - will you be getting a cleaner to clean the unit when you leave on 6/30?

Thanks,

Arun

On May 19, 2021, 9:25 PM -0400, nan eastep <naneastep@gmail.com>, wrote:

\*keep 🙄

On Wed, May 19, 2021 at 6:22 PM nan eastep <naneaster@gmail.com> wrote:

Hello Arun,

I just want to reiterate what we covered in our meeting a few minutes ago,

Arun  
On Jun 17, 2021, 10:26 AM -0400, nan eastep <naneaster@gmail.com>, wrote:

Arun,

You are right, that is the formal date. Sorry for the confusion. I realize now that I didn't communicate that I moved June 1. My new place was empty and available. I assumed the inspection you scheduled was also serving as my inspection.

If that inspection works for you, great. If not, and you need me to clean again for another inspection, let me know.

I still have a few things in the garage which I am methodically removing.

Nan

On Thu, Jun 17, 2021 at 7:14 AM Arun Gupta <1534filbert@gmail.com> wrote:

Hi Nan -

I thought you were leaving the property June 30th? That is what your initial email says. As a result, I was going to wait to do the walk through after you left.

Arun

On Jun 17, 2021, 10:13 AM -0400, nan eastep

# EXHIBIT B



10:21

< [Icons] ...

You paid Arun Gupta \$900.00

Inbox ☆

Venmo Sep 5, 2021  
to me ▾

You paid Arun Gupta

Rent - September

Transfer Date and Amount:  
Sep 05, 2021 PDT · 🏠 - \$900.00

Like Comment

---

Completed via a bank transfer from your NAVY FEDERAL CREDIT UNION account ending in 6991.

Payment ID: 3356531374482784482

Invite Friends

---

For any issues, including the recipient not receiving funds, please contact us at [support@venmo.com](mailto:support@venmo.com) or call 1-855-812-4430.

See our disclosures for more information.

Please do not reply directly to this email. For more assistance, visit our Help Center at [help.venmo.com](http://help.venmo.com).

This payment will be reviewed for compliance with our User Agreement and if we determine that there is a violation by either party, it may be reversed or your ability to transfer to your bank account may be restricted.

10:22

< [Icons] ...

You paid Arun Gupta \$900.00

Inbox ☆

Venmo Oct 1, 2021  
to me ▾

You paid Arun Gupta

Rent - October

Transfer Date and Amount:  
Oct 01, 2021 PDT · 🏠 - \$900.00

Like Comment

---

Completed via a bank transfer from your NAVY FEDERAL CREDIT UNION account ending in 6991.

Payment ID: 3374885150922899597

Invite Friends

---

For any issues, including the recipient not receiving funds, please contact us at [support@venmo.com](mailto:support@venmo.com) or call 1-855-812-4430.

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Please do not reply directly to this email. For more assistance, visit our Help Center at [help.venmo.com](http://help.venmo.com).

This payment will be reviewed for compliance with our User Agreement and if we determine that there is a violation by either party, it may be reversed or your ability to transfer to your bank account may be restricted.



**venmo**

 You paid Arun Gupta  
Rent - November

Transfer Date and Amount:  
Nov 01, 2021 PDT · \$ - \$900.00

[Like](#) [Comment](#)

---

Completed via a bank transfer from your NAVY FEDERAL CREDIT UNION account ending in 6991.

Payment ID: 3397358422545400171

[Invite Friends!](#)

---

For any issues, including the recipient not receiving funds, please contact us at [support@venmo.com](mailto:support@venmo.com) or call 1-855-812-4430.

See our disclosures for more information.

Please do not reply directly to this email. For more assistance, visit our Help Center at [help.venmo.com](http://help.venmo.com).

This payment will be reviewed for compliance with our User Agreement and if we determine that there is a violation by either party, it may be reversed or your ability to transfer to your bank account may be restricted.



**venmo**

 You paid Arun Gupta  
Rent - December

Transfer Date and Amount:  
Dec 01, 2021 PST · \$ - \$900.00

[Like](#) [Comment](#)

---

Completed via a bank transfer from your NAVY FEDERAL CREDIT UNION account ending in 6991.

Payment ID: 3419229734519701797

[Invite Friends!](#)

---

For any issues, including the recipient not receiving funds, please contact us at [support@venmo.com](mailto:support@venmo.com) or call 1-855-812-4430.

See our disclosures for more information.

Please do not reply directly to this email. For more assistance, visit our Help Center at [help.venmo.com](http://help.venmo.com).

This payment will be reviewed for compliance with our User Agreement and if we determine that there is a violation by either party, it may be reversed or your ability to transfer to your bank account may be restricted.

11:38  
 Search  
 You paid Arun Gupta \$900.00  
 Inbox  
 Venmo Jan 1  
 to me



**You paid Arun Gupta**  
 Rent - January 2022

Transfer Date and Amount:  
 Jan 01, 2022 PST - \$ - \$900.00

Like Comment

Completed via a bank transfer from your NAVY FEDERAL CREDIT UNION account ending in 8991.

Payment ID: 3441522500319781302

Invite Friends

For any issues, including the recipient not receiving funds, please contact us at [support@venmo.com](mailto:support@venmo.com) or call 1-855-812-4430.

See our disclosures for more information.

Please do not reply directly to this email. For more assistance, visit our Help Center at [help.venmo.com](http://help.venmo.com).

This payment will be reviewed for compliance with our User Agreement and if we determine that there is a violation by either party, it may be reversed or your ability to transfer to your bank account may be restricted.

11:25  
 Search  
 Arun Gupta



**Arun Gupta**  
 @asgupta15 • 151 friends

Add Friend 151 Friends

Pay or Request

Feed Between You

-  You paid Arun Gupta - \$900.00  
 Jan 01  
 Rent - January 2022
-  You paid Arun Gupta - \$900.00  
 Dec 1, 2021  
 Rent - December
-  You paid Arun Gupta - \$900.00  
 Nov 1, 2021

Feed Between You

You paid Arun Gupta - \$900.00  
Dec 1, 2021  
Rent - December

You paid Arun Gupta - \$900.00  
Nov 1, 2021  
Rent - November

You paid Arun Gupta - \$900.00  
Oct 1, 2021  
Rent - October

You paid Arun Gupta - \$900.00  
Sep 5, 2021  
Rent - September

You paid Arun Gupta - \$900.00  
Aug 1, 2021  
Rent - August

Feed Between You

You paid Arun Gupta - \$900.00  
Sep 5, 2021  
Rent - September

You paid Arun Gupta - \$900.00  
Aug 1, 2021  
Rent - August

You paid Arun Gupta - \$900.00  
Jul 1, 2021  
Rent For July 2021

# EXHIBIT C



**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 250 Frank H. Ogawa Plaza, Suite 5313  
 Oakland, CA 94612-0243

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

The following people will be conducting Move Out Negotiations on behalf of the owner. (If the owner is an entity, provide the names of all people within that entity who will be conducting the Move Out Negotiations.)

1. Print Name	2. Print Name
3. Print Name	4. Print Name

Each tenant must sign this three-page Pre-Move Out Negotiations Disclosure Form below and write the date the owner provided the tenant with the disclosure form as required by TMOO. The owner must also sign and write the date the owner provided the tenant with the disclosure form as required by TMOO. The owner is not required to file a copy of the Disclosure Form with the Rent Adjustment Program. The owner is required to retain a copy of each signed Disclosure Form for five years.

Kai Leshne	Arun Gupta
Tenant's Name	Owner's Name
Tenant's Signature	Owner's Signature
8/27/2021	8/27/2021
Date the owner provided tenant with the disclosure form (Tenant)	Date the owner provided tenant with the disclosure form (Owner)

**For elderly, disabled, or catastrophically ill tenants. Owners who fail to comply with the requirements of Oakland's Tenant Move Out Agreement Ordinance (O.M.C. 8.22.700, et seq.) may be subject to more significant penalties if the tenant is elderly, disabled, or catastrophically ill. As defined in the Ordinance, elderly tenants are sixty (60) years of age or older. Tenants are disabled if they are disabled under Section 12926 of the California Government Code. Tenants are catastrophically ill if they are both disabled under Section 12926 of the California Government Code and suffering from a life threatening illness, as certified by their primary care physician. Do you believe that you are elderly, disabled, or catastrophically ill as those terms are defined above? (initial next to the appropriate line)**

Yes  No  I don't know  Prefer not to say

Re: 1534 FILBERT STREET,  
OAKLAND, CA 94607

ARUN GUPTA, Landlord

And

KAI LESHNE, Tenant.

**MOVE OUT AGREEMENT,  
SETTLEMENT AGREEMENT,  
RELEASE, AND COVENANT NOT TO  
SUE**

**Voluntary Termination of Single Tenancy**

Oakland Municipal Code Article VII of  
Chapter 8.22

This Move Out Agreement, Settlement Agreement, Release, and Covenant Not to Sue ("Agreement") is entered into by and between Arun Gupta (hereinafter "landlord") and Kai Leshne (hereinafter "tenant"):

DEFINITIONS AND RECITALS

1. WHEREAS, the parties wish and hereby intend to resolve any potential disputes between and among the parties which have arisen or may arise regarding the residential tenancy of Kai Leshne at 1534 Filbert Street, Oakland, CA 94607, a residential unit owned by landlord (hereinafter "subject premises").
2. WHEREAS tenant was residing peacefully at the subject premises and have been residing therein at all times relevant hereto and are in good standing under the operative rental agreement. No eviction notice has been served, and no eviction action has been initiated.
3. WHEREAS landlord has been represented by Daniel M. Bornstein of Bornstein Law, 507 Polk Street #310, San Francisco, California 94102, telephone (415) 409-7611 (attorney). Tenant has not been advised by landlord or by attorney.
4. WHEREAS, tenant understands that tenant is under no obligation to enter into any settlement agreement and vacate the subject premises, and that tenant is freely entering into this Agreement of tenant's own volition and without coercion. Whereas the parties have asserted claims against each other and/or may have claims against each other, and the bases for said claims have been disputed, continue to be disputed, and denied by the respective party against whom the claims were brought.
5. WHEREAS, except that which is specifically excluded herein, the parties to this Agreement wish and hereby intend to resolve, terminate and forever settle all other actual or potential disputes or legal causes of action (known or unknown), which currently exist or may exist between them as a result of any set of facts in existence immediately prior to the execution of this Agreement by said parties and which were or could have been the basis for any legal action, whether in law, equity or otherwise, which could have been commenced prior to the date of execution of this Agreement.
6. WHEREAS, the liability for all such claims is denied by all parties, and this final Settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.
7. "Party" or "parties" means or refers to any party executing this Agreement, and any of their successors, assigns, heirs, executors, administrators or insurance carriers.

**MOVE OUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND  
COVENANT NOT TO SUE (Voluntary Termination of Tenancy)**

8. Whenever the singular is used in this Agreement, it includes the plural. Whenever the masculine gender is used, it includes the feminine or neuter gender. Whenever the word "complaint" is used, it includes any and all amended complaints, amendments to complaints, cross-complaints, complaints in intervention, amended complaints in intervention, and amendments to complaints in intervention. Whenever the word "lien" is used, it includes any and all liens of any type and kind, including but not limited to any mechanic's lien and those provided by law.
9. WHEREAS, tenant desires to negotiate a surrender of possession of the subject premises, freely, voluntarily, without coercion and with full knowledge of his rights under California Law and the Oakland Rent Stabilization and Arbitration Ordinance, and hereby freely, voluntarily, and without coercion, waives those rights, subject to the provisions of paragraph 35, herein.
10. For good and valuable consideration, including, but not limited to, payment and/or rent waivers to described herein, tenant Kai Leshne hereby voluntarily surrender possession of and permanently terminates her tenancy and current and future right of occupancy, if any, at the subject premises, 1534 Filbert Street, Oakland, CA 94607, no later than 5:00 p.m., October 31<sup>st</sup>, 2021, leaving the premises in clean condition, free of all occupants, free of all personal possessions, and delivering all keys to landlord or landlord's agents. Upon tenant's timely surrender of subject premises landlord shall deliver one check to Kai Leshne, made payable to Kai Leshne in the amount of fifteen thousand dollars (\$15,000.00). The total payments pursuant to this covenant totals fifteen thousand dollars (\$15,000.00). The parties acknowledge and agree that said payment shall satisfy all payment obligations of landlord as provided by the Oakland Rent Stabilization and Arbitration Ordinance.
11. RENT: Tenant's rent shall be waived for the period commencing September 1<sup>st</sup>, 2021, through and including October 31<sup>st</sup> 2021.
12. SECURITY DEPOSIT: Nan Eastep's security deposit shall be accounted for according to law.
13. LETTER OF REFERENCE: Landlord agrees to provide a neutral letter of reference to tenant, which will include the period of time tenant resided in the unit and his monthly rent.
14. RELEASE: With the exceptions noted herein and subject to the provisions of paragraph 35 herein, the parties and their heirs, successors, and assigns, do hereby forever, finally, fully and completely release, relieve, acquit, remise and discharge one another and one another's agents, partners, trustees, officers, attorneys, directors, property managers, employees, independent contractors, and all others associated with the parties and/or acting on behalf of the parties from any and all claims, liens, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses (including, without limitation, attorneys' fees), damages, injuries, suits, actions commenced prior to, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, or contingent or fixed as a result of any set of facts in existence immediately prior to the date of execution of this Agreement by said parties and which are or which could have been the basis for any legal action, whether in law, equity or otherwise, which could have been filed on the date of execution of this Agreement.

**MOVE OUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND  
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15. **COVENANT NOT TO SUE:** With the exceptions noted herein, for good, valuable and other consideration described herein, the parties covenant never to institute any action, arbitration or other legal proceeding, including but not limited to, any matters before the Oakland Residential Rent Stabilization and Arbitration Board against any other party, person or entity arising from or related to the matters alleged in Paragraphs 1-12 of this Agreement and the subject property. The parties unconditionally, fully and finally release and discharge each other from any and all duties, claims, rights, complaints, charges, injuries, damages, costs, losses, expenses, taxes, attorneys' fees, debts, demands, actions, obligations, liabilities, and causes of action, of any and every kind, nature, and character whatsoever, whether arising out of contract, tort, statute, settlement, equity or otherwise, whether known or unknown, whether foreseen or unforeseen, whether fixed, liquidated, or contingent, which the parties ever had, now have, or may in the future claim to have had against the other (and each of them) based on any act or omission concerning any matter, cause, or thing directly or indirectly which were raised or could have been raised against each other, from the beginning of time to the day this Agreement is fully executed.
16. **SECTION 1542 WAIVER:** With respect to the matters released herein, the parties hereto expressly waive any and all rights, except those expressly reserved, they may have under Section 1542 of the Civil Code of the State of California, which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY  
HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER  
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**
17. The parties hereto acknowledge they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that are known or believed to be true, as to the matters released herein. Nevertheless, it is the intention of the parties, through this Agreement, to fully, finally and forever release all such matters and all claims related thereto that do now exist, may exist or heretofore have existed. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters, notwithstanding the discovery or existence of any additional or different claims or facts related thereto by the parties hereto.
18. **WARRANTY OF NON-ASSIGNMENT:** Each party warrants said party has not assigned, sold, hypothecated or transferred any rights said party may have against any other party.
19. **WARRANTY OF AUTHORIZATION:** Each person executing this Agreement warrants he or she is authorized to execute the Agreement on behalf of the person, partnership, joint venture, corporation, unincorporated association, estate, or governmental entity for which he or she signs and that all necessary resolutions and authorizations have been obtained prior to execution of this Agreement.
20. **BINDING AGREEMENT:** The Agreement benefits and is binding upon each party and his/her heirs, legatees, transferees, parents, subsidiaries, successors and assigns. This Agreement shall

**MOVE OUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND  
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bind and inure to the benefit of the parties hereto and their respective successors, heirs, agents, independent contractors, employees, officers, directors and assigns. No change in the law which may occur between the time of execution of this agreement and by the time either party is under a duty to perform under this Agreement shall impact the parties' obligations arising from and out of this agreement.

21. **INTEGRATION; MODIFICATION; SEVERABILITY; SAVINGS CLAUSE:** This Agreement supersedes all prior negotiations and agreements between the parties and is their full and final agreement with respect to its subject matter. This Agreement may not be modified unless by written agreement signed by all parties. In the event that any portion of this Agreement shall be found void or voidable by a court of competent jurisdiction, such portion shall be stricken and this Agreement reformed to as closely approximate, as the law permits, the intent of stricken portion or portions. The terms of this Agreement may not be contradicted by evidence of any prior agreement(s) or contemporaneous oral agreement(s). The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.
22. **ATTORNEYS' FEES:** In any action to enforce the terms of this Agreement by either party, the prevailing party shall be awarded, in addition to any other compensation or award, its reasonable attorneys' fees and costs.
23. **AUTHORSHIP OF AGREEMENT:** Each party acknowledges the drafting of this Agreement was the product of negotiation; no party is the author of the Agreement; and this Agreement shall not be construed against any party on the ground such party authored or drafted this Agreement. No party shall be held liable or responsible for any word(s), phrase(s), and/or number(s) that have been included or excluded from this Agreement.
24. **CONTROLLING LAW/IMPLEMENTATION OF AGREEMENT:** This Agreement shall be construed and shall be enforced pursuant to the laws of the State of California. The Alameda County Superior Court shall have jurisdiction with regard to disputes in implementation of this Agreement.
25. **ADVICE OF COUNSEL:** The parties hereto represent and warrant all the waivers, warranties, representations and covenants set forth in this Agreement are made after consultation with legal counsel of each party's choosing and with an understanding of their significance and consequence, and they are reasonable and a benefit to the parties. In the alternative, each party has been provided the opportunity to obtain such counsel and expressly waives said opportunity and he or she understands the consequences of executing this Agreement. Thus, each party acknowledges he or she has been represented by counsel or knowingly and voluntarily waives his or her opportunity to obtain counsel.
26. **DEFENSE OF SUIT:** Each party hereto agrees that this Agreement may be pled by any party as a full and complete defense to and may be used as the basis for an injunction against any action, suit, arbitration, or other proceeding which may be instituted, prosecuted, or attempted by another party, or any person, firm, corporation, or organization on that party's behalf, wherein the claim concerns any facts, claims or matters released by this Agreement. If a party ever claims, asserts, or brings an action in any forum alleging or asserting that this Agreement or any terms contained herein violate any local, county, state or federal ordinances, codes,

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**MOVE OUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND  
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regulations, statutes, or laws, or are a violation of public policy or regulation, then said party shall indemnify the other for bringing such an action or claim and for all consequences visited upon the other party as a result thereof, including reasonable attorneys' fees and costs, whether or not the initiating party is deemed the prevailing party.

27. Except as provided in paragraph 35 below, this Agreement hereby serves as tenant's non-rescindable notice of termination of tenancy which landlord, by this document, hereby accepts and acknowledges. Should tenant fail to timely vacate the subject premises on or before 5:00pm p.m. on October 31<sup>st</sup>, 2021, tenant understands and acknowledges that a lawsuit shall be immediately filed to effect his summary removal therefrom.

Initials: \_\_\_\_\_

(KL)

28. This Agreement is freely and voluntarily entered into by the parties. The parties hereto represent, declare, admit and warrant that in executing this Agreement they relied solely upon their own judgment, belief, and knowledge and the advice and recommendations of their own independently selected counsel, if so selected and relied upon, concerning the nature, extent and duration of their rights and claims. The parties also acknowledge that they and their respective counsels, if so selected and relied upon, have had a full, complete and uninterrupted opportunity to make whatever investigation or inquiry they deem necessary, appropriate or desirable in connection with the subject matter and terms of this Agreement prior to its execution. In executing this Agreement, no party hereto relied upon or has been influenced to any extent whatsoever in executing the same by any representation or statements covering any matter made by another party hereto or by any person representing any other party hereto, save the representations, warranties and statements contained herein. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs, agents, independent contractors, attorneys, insurance carriers, employees, officers, directors and assigns.
29. Any and all personal possessions or other personal property remaining on the premises after tenant vacates, are hereby declared abandoned and of no value. Landlord may dispose of said property as landlord sees fit. The parties agree that the provisions of CC Sec. 1980-1991 have been complied with.
30. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and taken together shall constitute one and the same agreement, which shall be binding and effective as to all parties. Faxed signatures and scanned digital copies shall be fully honored as if they were original inked signatures.
31. **CONFIDENTIALITY AND NON-DISPARAGEMENT:** Landlord and tenant agree that they will not publicize, disclose, permit or authorize the publication or disclosure of the contents of this Agreement, the amount of the settlement or the facts or opinions of the parties' relationship or their dealings and/or either parties' claims against the other, for 45 days after all parties have signed the agreement or the fully executed agreement is filed with the Oakland Rent Adjustment Program, whichever date is sooner, without the prior express written consent of the other. Notwithstanding the foregoing sentence, the parties are not prohibited from making disclosures to their accountants, attorneys, or governmental taxing authorities and are further authorized to make any disclosures occasioned pursuant to service of legal process such as

Page 5 of 7

**MOVE OUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND  
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service of subpoena, provided that the parties use their best efforts to ensure that the persons who receive said disclosures maintain their confidentiality. The provisions of this paragraph shall survive the termination or satisfaction of this Agreement.

32. The undersigned acknowledge they have read this Agreement, understand each and every term and all its terms together. Each and every term and all the terms of this Agreement together are reasonable, and each party hereto signs of said party's own free will.
33. Tenant has been apprised of and acknowledge the following by initialing after each paragraph:
- a. You have a right not to enter into a Move Out agreement. \_\_\_\_\_ [initials]
  - b. If you are entitled to relocation payments under federal, state or local law, a Move Out Agreement for less than the amount of the relocation payments to which you are entitled violates Oakland's Tenant Move Out Agreement Ordinance ( O.M.C. 8.22.700 et seq.) and is voidable by you. \_\_\_\_\_ [initials]
  - c. You may choose to consult with an attorney and/or a tenants' rights organization before signing this agreement. \_\_\_\_\_ [initials]
  - d. Owners who fail to comply with the requirements of Oakland's Tenant Move Out Agreement Ordinance (O.M.C. 8.22.700, et seq. ) may be subject to more significant penalties if the tenant is elderly, disabled, or catastrophically ill. As defined in the Ordinance, elderly tenants are (60) years of age or older. Tenants are disabled if they are disabled under Section 12926 of the California Government Code. Tenants are catastrophically ill if they are both disabled under 12926 of the California Government Code and suffering from a life-threatening illness, as certified by their primary care physician.  
Do you Kai Leshne believe you are elderly, disabled, or catastrophically ill as those terms are defined above? Yes \_\_\_ No \_\_\_ I don't know \_\_\_ I prefer not to say \_\_\_\_\_ [initials]

34. The following question shall be answered by Owner under penalty of perjury:
- a. Owners who recover possession of a rental unit pursuant to Sections 8.22.360 A.8 (owner move-back), A.9 (owner or relative occupancy) A.10 (repairs), and A.11 (taking the property off the rental market) of the Oakland Municipal Code must comply with certain requirements. In the 180 days preceding execution of this agreement, did you (the owner), or any of your agents or representatives either a) issue a notice terminating tenancy to any of the tenants who are parties to this agreement or b) otherwise communicate orally or in writing to any of those tenants that you intended to recover possession of the unit under any of these O.M.C. Sections? \_\_\_ Yes \_\_\_ No. If so, which section? \_\_\_\_\_
35. CANCELLATION: You, the tenant, may cancel this agreement in writing, including via email, at any time up to and including the twenty-fifth (25<sup>th</sup>) day after all parties have signed this agreement, unless you, any other tenants who

**MOVE OUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND  
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signed the agreement, and your landlord agree in writing to a shorter rescission period of not less than fifteen (15) days. However, rescission is not effective if, you have moved out. To cancel this agreement, send notification of your intent to rescind to the Owner by any means through which you have agreed to communicate. If you have not agreed to a particular mode of communication, either personally serve the Owner with the notice or send the notice by registered first class mail to the last known address of the property owner. If the document is returned undelivered, use reasonable means to notify the Owner of the rescission.

\_\_\_\_\_  
[initials]  
(KL)

\_\_\_\_\_  
Kai Leshne

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Arun Gupta

Dated: \_\_\_\_\_, 2021

# EXHIBIT D

## Notice of New Owner/Agent (California Civil Code Section 1962)

To: Kai Leshne  
Resident(s) (tenants and subtenants) in possession and all others in possession of the premises designated by the number and street as

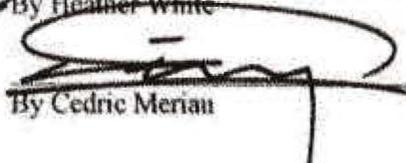
1534 Filbert Street, Oakland, California, 94607.

1. Effective immediately, Cedric Meriau and Heather White, telephone number 415-361-1311, shall be the Owner/Agent of unit in which you reside, listed above.
2. Rent is due in advance on 1st day of each and every month, at \$2,840.00 per month, with the January 2022 rent prorated for 21 days in the amount of \$1,923.81, payable to Cedric Meriau at 1536 Filbert St, Oakland CA 94607.
3. Payments may be made in the form of personal check, cashier's check, or money order. Payments made in person may be delivered to Agent between the hours of 9:00 A.M. and 5:00 P.M., Monday to Friday. Your rent check may also be mailed to Cedric Meriau and Heather White at 1536 Filbert St, Oakland CA 94607. If rent is mailed, rent must be mailed so that it is received on or before the due date and Kai Leshne bears the risk of loss in the mail.
4. Owner/Agent is also the agent for service of process and for the purpose of receiving and receipting for all notices and demands, unless you are notified otherwise by Owner/Agent.

1-12-22  
Date

1-12-22  
Date

  
By Heather White

  
By Cedric Meriau

# EXHIBIT E

DocuSign Envelope ID: 5578D547-956A-430D-AD85-7EA2A7F50971



**CALIFORNIA  
ASSOCIATION  
OF REALTORS®**

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

Tenant: Kai Leshne  
Premises: 1534-1536 Filbert St, Oakland, CA 94607

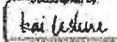
To whom it may concern: The undersigned is the Tenant of the above premises and makes the following representations:

**1. LEASE TERMS:**

- A.  If checked) A copy of the Lease is attached hereto.
  - B. Date of the Lease: July 1st, 2021
  - C. Name of the current Landlord: Arun Gupta
  - D. Name of the current Tenant: Kai Leshne
  - E. Current monthly base rent: \$ 900, paid through: February 1st, 2022
  - F. Security deposit: \$ 3450 Other deposits: \$ 0
  - G. Expiration date of current term: Indefinite (Month To Month)
  - H. Number and Location of Parking Spaces: N/A
  - I. Number and Location of Storage Spaces: N/A
  - J. Who pays utilities services: Water:  Landlord  Tenant; Electric:  Landlord  Tenant; Gas:  Landlord  Tenant; Waste Disposal:  Landlord  Tenant; Gardener:  Landlord  Tenant; Sewer:  Landlord  Tenant; Other: N/A  Landlord  Tenant; Other: N/A  Landlord  Tenant.
  - K. Who owns appliances: Stove:  Landlord  Tenant; Refrigerator:  Landlord  Tenant; Washer/Dryer:  Landlord  Tenant; Microwave:  Landlord  Tenant; Other: N/A  Landlord  Tenant.
2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease: Not Applicable

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

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

Date: 1/12/2022  
  
 Tenant: Kai Leshne

Tenant  
By \_\_\_\_\_ Title \_\_\_\_\_

Receipt Acknowledged Landlord or Manager  
Date: \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

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## EXHIBIT F



Fried,  
Williams &  
Grice Conner <sup>LLP</sup>

1939 Harrison Street, Suite 460, Oakland, CA 94612  
Tel 510-625-0100  
625 Market Street, 4<sup>th</sup> Floor, San Francisco, CA 94105  
Tel 415-421-0100  
[www.friedwilliams.com](http://www.friedwilliams.com)

Mathew P. Quiring  
[mquiring@friedwilliams.com](mailto:mquiring@friedwilliams.com)  
Respond to Oakland Office

April 5, 2022

Via Certified, Regular and Electronic Mail

Mr. Kai Leshne  
1534 Filbert Street  
Oakland, CA 94607  
[kai.channels888@gmail.com](mailto:kai.channels888@gmail.com)

*Re: Your tenancy – April Update*

Dear Mr. Leshne,

This letter follows our February 16, 2022 letter and my March 3, 2022 email to you concerning your storage of personal belongings in the garage, excessive noise, and other matters. To date, we have not received a direct response from you on any of these issues. The owners believe that mutual engagement will lead to a more harmonious environment for everyone, and make these monthly updates no longer necessary. Until then, please see as follows:

First, as for February and March, the owners have received \$900.00 from you, tendered as rent for April 2022. As with those prior payments, the owners will accept this as partial payment towards your rent, reserving all rights to claim the balance at a future date, pending resolution of that petition.

Second, the personal property you have stored in the garage remain. As you know, your use of the garage for storage or any other purpose is not included in your rental agreement, and your continued storage is a nuisance. These items were to be removed by February 11, 2022 after your requested extension. As previously mentioned, this unauthorized storage represents an ongoing breach of your rental agreement. Please immediately remove these items from the garage and store them appropriately.

Third, the owners appreciate the somewhat reduced volume of music and other noise from your unit. However, the music and other sounds still carry between the two units and should be reduced further. The owners understand that you may be using your unit to work on various music projects, but unfortunately, the premises was constructed as a residence, and not as a recording studio, so please take those limitations into account. This also includes ceasing the slamming of doors or stomping and/or heavy treading on the floors and stairway, which cause disruptive vibrations to carry through the building.



Fried,  
Williams &  
Grice Conners

Mr. Kai Leshne

April 5, 2022

Page 2

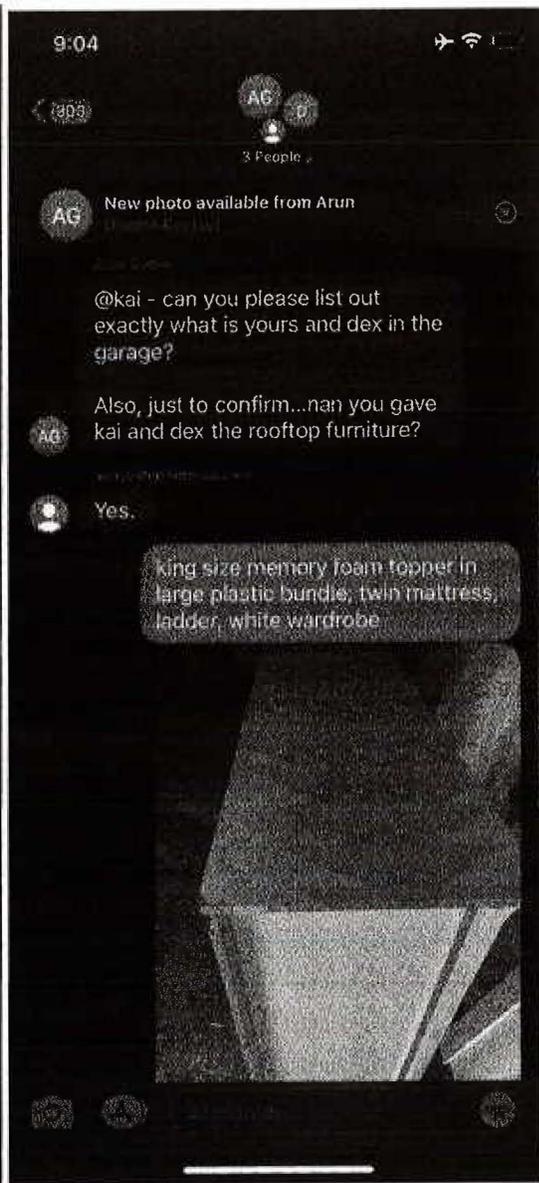
Fourth, the owners note that although you are the sole occupant in the upper unit, your portion of the gas bill surpasses the the owner's lower unit by as much as 50%. Although we have been in the winter season, the owners also often observe the windows of your unit open to the air. The owners are concerned that you may be using an excessive or unreasonable amount of gas for heating, so please be conscientious about your use of energy. It would be far less wasteful to keep the windows shut to preserve the heat whenever you use the furnace. Accordingly, the owners reserve the right to demand reimbursement for any excessive or unreasonable utility use.

Sincerely,

Fried, Williams & Grice Conner LLP

Matthew P. Quiring  
Attorney for Owners  
Heather White and Cedric Meriau

# EXHIBIT G





CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

**RECEIVED**

MAY 9 2022

RENT ADJUSTMENT PROGRAM  
OAKLAND

**PROOF OF SERVICE**

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.**

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) served.
- File the completed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and any attachments you are serving.
- Please number sequentially all additional documents provided to the RAP.

**PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.**

I served a copy of:

**APPEAL**

(insert name of document served)

And Additional Documents

and (write number of attached pages) 25 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. United States mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	Cedric Merieau
Address	1536 Filbert St
City, State, Zip	Oakland, CA, 94607

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on \_\_\_/\_\_\_/\_\_\_ (insert date served).

KAI LESHNE  
PRINT YOUR NAME

  
SIGNATURE

05/06/2022  
DATE

**CHRONOLOGICAL CASE REPORT**

Case No.: L21-0054

Case Name: Winters Marital Trust v. Tenants

Property Address: 2303 Ivy Drive, Oakland, CA 94606

Parties: Jane Winters (Owner)  
John Winters (Owner Representative)  
Adelle Hintz (Tenant)  
Amanda C. Flores (Tenant)  
Chris Brothers (Tenant)  
Gerald Lewis Corbin (Tenant)  
Jodie Cruz (Tenant)  
Kyle Raymond (Tenant)

**OWNER APPEAL:**

<u>Activity</u>	<u>Date</u>
Owner Petition filed	October 26, 2021
Tenant Response filed	-----
Hearing Dates	January 11 & March 23, 2022
Owner Exhibit submitted (Exhibit CC)	January 11, 2022
Hearing Decision mailed	June 3, 2022
Owner Appeal filed	June 22, 2022



L21-0054 EL/BL

City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

**PROPERTY OWNER PETITION**

**RECEIVED**

OCT 26 2021

RENT ADJUSTMENT PROGRAM  
OAKLAND

1/10

**Property Address:** 2303 IVY DR  
**Case:** Petition: 13919  
**Date Filed:** 10-26-2021

**PARTIES**

Party Name: Owner  
Jane Little Winters  
Winters Marital Trust  
Address: 2303 Ivy Drive  
#5  
Oakland, 94606

Address: 2303 Ivy Drive  
Mailing Address: #5  
Oakland, 94606  
(510) 839-9952  
jjwintrs@gmail.com

Party Name: Representative  
John Julian Winters  
Winters Marital Trust  
Address: 2303 Ivy Drive  
#5  
Oakland, 94606

Address: 2303 Ivy Drive  
Mailing Address: #5  
Oakland, 94606  
(510) 839-9952  
jjwintrs@gmail.com

Party Name: Tenant  
Chris Brothers  
Address: 2303 IVY DR  
2  
Oakland, CA 94606

Address: (619) 347-2737  
Mailing Address: bwuddas@gmail.com

Party Name: Tenant  
Gerald Lewis Corbin

City of Oakland

000117



City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

**PROPERTY OWNER PETITION**

<b>Property Address:</b>	2303 IVY DR
<b>Case:</b>	Petition: 13919
<b>Date Filed:</b>	10-26-2021
Address	2303 IVY DR
	4
	Oakland, CA 94606
Address	
Mailing Address	(510) 316-9695 geraldcorbin@yahoo.com
Party Name	Tenant Jodie Cruz
Address	
Address	
Mailing Address	323-837-8734 jodiecruz@icloud.com
Party Name	Tenant Amanda C Flores
Address	2303 IVY DR
	3
	Oakland, CA 94606
Address	
Mailing Address	(510) 331-7089 amandacflores6@gmail.com
Party Name	Tenant Adelle Hintz
Address	2303 IVY DR
	1
	Oakland, CA 94606
Address	
Mailing Address	(503) 807-1478 adelle.hintz@gmail.com
Party Name	Tenant Kyle Raymond
Address	
Address	
Mailing Address	845-798-0363 kyle.raymond09@gmail.com



**City of Oakland Rent Adjustment Program**  
**250 Frank H. Ogawa Plaza, Suite 5313**  
**Oakland, CA 94612**  
**(510) 238-3721**

**PROPERTY OWNER PETITION**

<b>Property Address:</b>	2303 IVY DR
<b>Case:</b>	Petition: 13919
<b>Date Filed:</b>	10-26-2021
<b>Total number of units on property</b>	<b>5</b>
<b>Date on which you acquired the building</b>	04-01-1993
<b>Type of units</b>	Apartment, Room or Live-work
<b>Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to the tenants in each unit affected by the petition?</b>	<b>No</b>
<b>On what date was the RAP Notice first given?</b>	
<b>Have you paid your Oakland Business License? The property owner must have a current Oakland Business License. If it is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.)</b>	<b>No</b>
<b>Oakland Business License number</b>	<b>00014628</b>
<b>Have you paid the Rent Adjustment Program Service Fee (per unit)? The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. Note: If RAP fee is paid on time, the property owner may charge the tenant one half of the per-unit RAP Service fee.</b>	<b>No</b>



**City of Oakland Rent Adjustment Program**  
**250 Frank H. Ogawa Plaza, Suite 5313**  
**Oakland, CA 94612**  
**(510) 238-3721**

## **PROPERTY OWNER PETITION**

**Property Address:** 2303 IVY DR  
**Case:** Petition: 13919  
**Date Filed:** 10-26-2021  
**Reason(s) for Petition**

*Note: Justifications for Rent Increases other than the annual allowable rate are discussed in the Rent Adjustment Program Regulations – Appendix A, Sec. 10.*

I (We) petition for approval of one or more rent increases on the grounds that the increase(es) is/are justified by:

**Capital Improvements**

### **Capital Improvements**

**Number of Residential Units:** 5

**Is Mixed Use** No

### **BUILDING-WIDE CAPITAL IMPROVEMENTS**

**Category of Improvement:** Electrical Service Upgrade

**Date permit obtained or work began:** 10-26-2021

**Date Completed:** 12-08-2020

**Date Paid For:** 12-15-2020

**Full Costs** \$24,500.00

**Category of Improvement:** Drainage/Concrete Repairs/improv

**Date permit obtained or work began:** 10-26-2021

**Date Completed:** 10-12-2020

**Date Paid For:** 12-15-2020

**Full Costs** \$26,036.25

**Category of Improvement:** Soft Story Seismic Retrofit

**Date permit obtained or work began:** 10-26-2021

**Date Completed:** 10-12-2020

**Date Paid For:** 12-15-2020

**Full Costs** \$188,866.39

City of Oakland

**UNIT-CAPITAL IMPROVEMENTS**



**City of Oakland Rent Adjustment Program**  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

**Category of Improvement:** Garage Door Repl/upgrade

**Date permit obtained or work began:** 10-26-2021

**Date Completed:** 07-24-2020

**Date Paid For:** 09-02-2020

**Full Costs** \$4,671.37

**Case:** Petition: 13919

**Date Filed:** 10-26-2021

**Category of Improvement:** Garage Door Repl/upgrade

**Date permit obtained or work began:** 10-26-2021

**Date Completed:** 07-24-2020

**Date Paid For:** 09-02-2020

**Full Costs** \$4,671.37

**Category of Improvement:** Garage Door Repl/upgrade

**Date permit obtained or work began:** 10-26-2021

**Date Completed:** 07-24-2020

**Date Paid For:** 09-02-2020

**Full Costs** \$4,671.37

**Category of Improvement:** Garage Door Repl/upgrade

**Date permit obtained or work began:** 10-26-2021

**Date Completed:** 07-24-2020

**Date Paid For:** 09-02-2020

**Full Costs** \$4,671.37

**Mediation**

Mediation is an optional process offered by the Rent Adjustment Program to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. The purpose of mediation is to find a mutual agreement that satisfies both parties. A trained third party will discuss the issues with both sides, look at relative strengths and weaknesses of each position, and consider both parties' needs in the situation. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing process. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision. Mediation will only be scheduled if both parties agree to mediate. Sign below if you want to request mediation for your case.

**I/We agree to have my/our case mediated by a Rent Adjustment Program staff mediator. Yes**



City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

**PROPERTY OWNER PETITION**

**Property Address:** 2303 IVY DR  
**Case:** Petition: 13919  
**Date Filed:** 10-26-2021  
**Consent to Electronic Service**

Check the box below if you agree to have RAP staff send you documents related to your case electronically. If all parties agree to electronic service, the RAP will only send documents electronically and not by first class mail.

**I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this petition.** **Yes**

**Interpretation Services**

If English is not your primary language, you have the right to an interpreter in your primary language at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

**I request an interpreter fluent in the following language at my Rent Adjustment proceeding:** **No ,**

**Declaration Re: Attachments greater than 25 pages**

The documents to be submitted to the Rent Adjustment Program with the Property Owner Petition exceed 25 pages and the owner is opting, as allowed by law, to not serve the attachments on the affected tenants unless requested. The documents will be available for review at the Rent Adjustment Program. Additionally, if any tenant requests the attachments in writing, the owner will provide the attachments to the requesting tenant within ten days of the request.

**The Owner provided additional documents to the RAP that exceed 25 pages and is choosing to not provide the documents to the tenant(s) unless requested.** **No**

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

PROOF OF SERVICE

PROPERTY OWNER PETITION

N/A *And additional documents uploaded with the Petition*

Electronic Petition Number: 13919

I declare under penalty of perjury under the laws of the State of California that on 10-22-2021 I, **John Winters**, served a copy of the following document(s), Owner Petition, Notice to Tenants of Property Owner Petition and all attached 22 pages, to each opposing party, whose name(s) and address(es) are listed below, by **Personal Service**.

**Names of Served Document(s)** Requested documentation of current Business License, Evidence of Claimed Capital Improvement costs, and Evidence of Notice to Tenants of RAP; plus Proof of Service.

**Addressee(s) Information**

**Addressee:** Adelle Hintz  
2303 Ivy Drive #1  
Oakland CA 94606 10/22

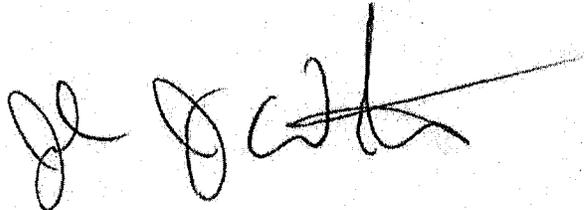
**Addressee:** Kyle Raymond  
2303 Ivy Drive #3  
Oakland CA 94606 10/22

**John Winters**

**10-26-2021**

SIGNATURE OF PETITIONER OR DESIGNATED REPRESENTATIVE

DATE:



City of Oakland Rent Adjust Program  
Date Printed: 10-26-2021

000123



City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

**PROOF OF SERVICE**

**PROPERTY OWNER PETITION**

*N/A And additional documents uploaded with the Petition*

**Electronic Petition Number: 13919**

I declare under penalty of perjury under the laws of the State of California that on 10-25-2021 I, **John Winters**, served a copy of the following document(s), Owner Petition, Notice to Tenants of Property Owner Petition and all attached 22 pages, to each opposing party, whose name(s) and address(es) are listed below, by **Personal Service**.

**Names of Served Document(s)** Requested documentation of current Business License, Evidence of Claimed Capital Improvement costs, and Evidence of Notice to Tenants of RAP; plus Proof of Service.

**Addressee(s) Information**

**Addressee:** Adelle Hintz  
2303 Ivy Drive #1  
Oakland CA 94606

**Addressee:** Chris Brothers *10/25*  
2303 Ivy Drive #2  
Oakland CA 94606

**Addressee:** Gerald Corbin *10/25*  
2303 Ivy Drive #4  
Oakland CA 94606

**Addressee:** Kyle Raymond  
2303 Ivy Drive #3  
Oakland CA 94606

**John Winters**

**10-26-2021**

SIGNATURE OF PETITIONER OR DESIGNATED REPRESENTATIVE

DATE:

**City of Oakland Rent Adjust Program**  
**Date Printed: 10-26-2021**

**000124**



## GENERAL FILING REQUIREMENTS

To file a petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Owner petitions that are submitted without proof of compliance with the below requirements will be considered incomplete.

Requirement	Documentation
<input checked="" type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input checked="" type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	<p>Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the tenant(s) subject to this petition or check the appropriate box below.</p> <p><input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>see sheet</u></p> <p><input type="checkbox"/> I have never provided a RAP Notice.</p> <p><input type="checkbox"/> I do not know if a RAP Notice was ever provided.</p> <p><i>*If petition applies to multiple tenants, please provide this information on a separate sheet for each tenant.</i></p>

## GROUNDS FOR PETITION

Select the grounds for this petition from the list below. Check all that apply. See column on the right for filing requirements and documentation to be submitted together with the petition. Petitions that lack adequate supporting documentation may be dismissed without a hearing. For a full description of each justification, see Appendix A of the Rent Adjustment Program Regulations at: <https://cao-94612.s3.amazonaws.com/documents/oak062857.pdf>.

Grounds	Description	Requirements
<input checked="" type="checkbox"/> <b>Capital Improvements</b>	Allows pass-through to tenant(s) of a portion of costs spent on qualifying capital improvements. Improvements must primarily benefit the tenant(s), and do not include repairs made as a result of deferred maintenance or serious code violations. Pass-through costs are limited to 70% of actual costs (plus interest), divided equally among all affected units, and amortized over a defined period of time based on the expected useful life of the improvement (see amortization schedule found in Appendix A of the Regulations).	<ul style="list-style-type: none"> <li>✓ Improvements meet the description of capital improvements set forth in Appendix A of the Regulations.</li> <li>✓ Improvements completed and paid for within 24 months prior to petition filing date.</li> <li>✓ <b>Complete</b> Worksheet A on page 4 of this petition.</li> <li>✓ <b>Attach</b> documentation demonstrating the specific work done, date(s) of completion, full costs and proof of payment (such as invoices, receipts, estimates, cancelled checks, etc.), copies of any permits (indicating date(s) issued and finalized), and evidence of any reimbursement (such as insurance or subsidies). Documentation should be organized by type of improvement. Work limited to specific unit(s) should be distinguished from building-wide improvements.</li> </ul>
<input type="checkbox"/> <b>Uninsured Repair Costs</b>	Allows pass-through of costs for work done to secure compliance with state or local law as to repair damage resulting from fire, earthquake, or other casualty or natural disaster, to the extent not reimbursed by insurance proceeds. Calculated and applied like capital improvements.	<ul style="list-style-type: none"> <li>✓ Repairs completed and paid for within 24 months prior to petition.</li> <li>✓ Insurance proceeds insufficient to cover full amount of required repair costs.</li> <li>✓ <b>Complete</b> Worksheet A on page 4 of this petition.</li> <li>✓ <b>Attach</b> documentation required for petitions based on capital improvements (see above), plus evidence of all insurance claims, estimates, and proceeds.</li> </ul>

<input type="checkbox"/> <b>Increased Housing Service Costs</b>	<p><i>Allows a rent increase above the CPI where there has been an increase in the total of net operating costs related to the use or occupancy of the property. Calculated by comparing 2 most recent years of all net costs, averaged monthly and divided by the number of units and average gross monthly income. Replaces CPI increase for current year; applies to all units.</i></p>	<ul style="list-style-type: none"> <li>✓ <b>Complete</b> Worksheet B on page 5 of this petition.</li> <li>✓ <b>Attach</b> documentation of ALL income and expenses* related to the subject property for the two most recent consecutive years (including all information requested by Worksheet B). Documentation of all expenses is required, not solely for expenses that have increased. Documentation should be organized by category and year. *Note: Expenses do not include mortgage payments.</li> </ul>
<input type="checkbox"/> <b>Fair Return</b>	<p><i>Allows a rent increase where owner is being denied a fair return on investment in the property, as measured by the net operating income (NOI). Cannot be combined with any other grounds for increase. Replaces CPI increase for all years; applies to all units.</i></p>	<ul style="list-style-type: none"> <li>✓ <b>Complete</b> Worksheet C on page 6 of this petition.</li> <li>✓ <b>Attach</b> organized documentation of gross income (including total of gross rents lawfully collectable from property at 100% occupancy, plus any other consideration received or receivable) and gross costs* (e.g., property taxes, housing service costs, and amortized cost of capital improvements) for the subject property for the current and base year (2014). If information about 2014 is not available the Hearing Officer may authorize use of a different year if good cause is shown. *Note: Costs do not include mortgage expenses.</li> </ul>
<input type="checkbox"/> <b>Banking</b>	<p><i>Refers to deferred allowable annual rent increases. Annual CPI increases that were not fully applied may be carried over ("banked") for up to 10 years. Increases based solely on banking do not require prior approval, but such increases may be sought in conjunction with petitions based on other grounds/justifications.</i></p>	<ul style="list-style-type: none"> <li>✓ Increase would not exceed 3x the current CPI or the amount permitted by Oakland law (whichever is lower), or constitute an overall increase of &gt;30% over the past 5 years.</li> <li>✓ <b>Complete</b> Worksheet D on page 7 of this petition.</li> <li>✓ <b>Attach</b> documentation of tenant's rental history, including proof of current rent amount and all other information requested by Worksheet D.</li> </ul>
<input type="checkbox"/> <b>Additional Occupant(s)</b>	<p><i>Allows a rent increase in an amount up to 5% for additional occupants above the base occupancy level. Does not apply to certain additional occupants who are covered family members, legal guardians, and/or caretakers/attendants of existing tenants/occupants. See O.M.C. § 8.22.020 for more details.</i></p>	<ul style="list-style-type: none"> <li>✓ Total number of occupants has increased above the base occupancy level as defined by O.M.C. § 8.22.020.</li> <li>✓ Additional occupant(s) not exempted from increase due to relationship with existing tenant/occupant.</li> <li>✓ <b>Attach</b> documentation demonstrating base occupancy level and the addition of non-exempt occupant(s).</li> </ul>

**WORKSHEET A:  
CAPITAL IMPROVEMENTS AND UNINSURED REPAIR COSTS**

**Owners who file petitions based on Capital Improvements or Uninsured Repair Costs must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Attach separate sheets if needed.**

Total number of residential units in building*: <u>5</u> <i>*Including any vacant and owner/manager-occupied units</i>	For mixed-use buildings, provide:	Residential sq. ft. <u>5937</u> Other use sq. ft. _____ % residential use: <u>100%</u>
---	-----------------------------------	--

**BUILDING-WIDE CAPITAL IMPROVEMENTS**

CATEGORY OF IMPROVEMENT	Date permit obtained or work began	Date completed	Date paid for	Full costs
Soft Story Seismic Retrofit	11/18/2019	10/12/2020	12/15/2020	\$188,866.39
Drainage/Concrete repairs/improvement	8/1/2020	10/12/2020	12/15/2020	\$ 26,036.25
Electrical Service Upgrade	7/26/2020	12/8/2020	12/15/2020	\$ 24,500.00
<b>SUBTOTAL:</b>				<b>\$239,402.64</b>

**UNIT-SPECIFIC CAPITAL IMPROVEMENTS**

CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs
Garage Door Replace/upgrade	2	6/24/2020	7/24/2020	9/2/2020	\$ 4,671.37
Garage Door Replace/upgrade	3	6/24/2020	7/24/2020	9/2/2020	\$ 4,671.37
Garage Door Replace/upgrade	4	6/24/2020	7/24/2020	9/2/2020	\$ 4,671.37
Garage Door Replace/upgrade	5	6/24/2020	7/24/2020	9/2/2020	\$ 4,671.37
<b>SUBTOTAL:</b>					<b>\$18,685.48</b>

**WORKSHEET B:  
INCREASED HOUSING SERVICE COSTS**

**Owners who submit petitions based on Increased Housing Service Costs must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises.**

	YEAR 1 (two years ago)		YEAR 2 (last year)	
	From: _____ (mm/dd/yy)	to _____ (mm/dd/yy)	From: _____ (mm/dd/yy)	to _____ (mm/dd/yy)
<b>INCOME</b>				
Rents	\$		\$	
Parking	\$		\$	
Laundry Income	\$		\$	
Other: _____	\$		\$	
Total:	\$		\$	
<b>EXPENSES</b>				
Garbage	\$		\$	
Water/Sewer	\$		\$	
Electricity/Gas	\$		\$	
Insurance	\$		\$	
Repairs and Maintenance	\$		\$	
Pest Control	\$		\$	
Laundry Expenses	\$		\$	
Parking	\$		\$	
Elevator Service	\$		\$	
Security	\$		\$	
Furnishings	\$		\$	
Property Taxes	\$		\$	
Business License	\$		\$	
Management Expenses	\$		\$	
Other: _____	\$		\$	
Other: _____	\$		\$	
Total:	\$		\$	

**WORKSHEET C:  
FAIR RETURN**

**Owners who submit petitions based on Fair Return must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.**

	BASE YEAR (2014)		LAST YEAR	
	From: _____ (mm/dd/yy)	to _____ (mm/dd/yy)	From: _____ (mm/dd/yy)	to _____ (mm/dd/yy)
<b>INCOME</b>				
Rents	\$		\$	
Parking	\$		\$	
Laundry	\$		\$	
Other: _____	\$		\$	
Imputed rent if any unit owner/manager-occupied	\$		\$	
Imputed rent if any unit not rented to capacity	\$		\$	
Total:	\$		\$	
<b>EXPENSES</b>				
Electricity/Gas	\$		\$	
Garbage	\$		\$	
Water/Sewer	\$		\$	
Insurance	\$		\$	
Maintenance/Repairs	\$		\$	
Pest Control	\$		\$	
Laundry Expenses	\$		\$	
Parking	\$		\$	
Elevator Service	\$		\$	
Security	\$		\$	
Property Taxes	\$		\$	
Business License	\$		\$	
Management Expenses	\$		\$	
Furnishings	\$		\$	
Capital Improvements (Amortized cost)	\$		\$	
Other: _____	\$		\$	
Other: _____	\$		\$	
Total:	\$		\$	

**WORKSHEET D:  
BANKING**

**Petitions based on Banking must include the below information.** List each tenant for whom you are seeking an increase. Attach all documents which support the dates and amounts shown in the chart. "Current Pass-Through Amount" refers to any capital improvement pass-through currently being paid by the tenant.

TENANT NAME	UNIT #	MOVE-IN DATE (mm/dd/yy)	RENT AT MOVE-IN	RENT 11 YEARS AGO (If tenant has lived in unit >11 years)	CURRENT RENT	CURRENT PASS-THROUGH AMOUNT (If any)

## TENANT INFORMATION

*(Required for all petitions)*

**List each tenant and the requested information for each unit affected by this petition. Attach additional copies of this sheet if necessary. Under "Type of Increase Sought," specify the ground(s) on which the rent increase is sought (e.g., capital improvements, banking, etc.).**

TENANT NAME	ADDRESS <i>(include unit #)</i>	EMAIL ADDRESS	PHONE NUMBER	CURRENT RENT	TYPE OF INCREASE(S) SOUGHT
Adelle Hintz	2303 Ivy Drive #1 Oakland, CA 94606	adelle.hintz@gmail.com	503-8071478	\$2090.00	Capital Improvement
Jodie Cruz	2303 Ivy Drive #1 Oakland, CA 94606	jodiecruz@icloud.com	323-837-8734	\$2090.00	Capital Improvement
Chris Brothers	2303 Ivy Drive #2 Oakland, CA 94606	bwuddas@gmail.com	619-347-2737	\$2420.00	Capital Improvement
Kyle Raymond	2303 Ivy Drive #3 Oakland, CA 94606	kyle.raymond09@gmail.com	845-798-0363	\$2280.00	Capital Improvement
Amanda Flores	2303 Ivy Drive #3 Oakland, CA 94606	amandacflores6@gmail.com	510-331-7089	\$2280.00	Capital Improvement
Gerald Corbin	2303 Ivy Drive #4 Oakland, CA 94606	geraldcorbin@yahoo.com	510-316-9695	\$1435.00	Capital Improvement

**OWNER VERIFICATION**

(Required)

I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this Property Owner Petition is true and that all of the documents attached to the Petition are true copies of the originals.

Jane Winters  
Property Owner's Signature

10/15/21  
Date

Jul J. Winters Trustee agent  
Property Owner's Signature

10/22/21  
Date

**DOCUMENTATION IN EXCESS OF 25 PAGES**

- The documentation submitted in support of the Property Owner Petition exceeds 25 pages and the owner is opting, as allowed by O.M.C. § 8.22.090 (B)(1)(f), to not serve the attachments on the affected tenant(s) unless requested. The owner understands and agrees that tenant(s) may request paper copies of all documents in the Tenant Response, and the owner must provide tenant(s) with the attachments within 10 days of any such request. The documents will also be available for review at the Rent Adjustment Program.

**CONSENT TO ELECTRONIC SERVICE**

(Highly Recommended)

Check the box below if you agree to have RAP staff send you documents related to your case electronically. If you agree to electronic service, the RAP may send certain documents only electronically and not by first class mail.

- I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.

**MEDIATION PROGRAM**

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

Mediation will only be scheduled if both parties agree to mediate. Sign below if you agree to mediation in your case.

I agree to have the case mediated by a Rent Adjustment Program staff mediator.

Jane Winters  
Property Owner's Signature

10/15/21  
Date

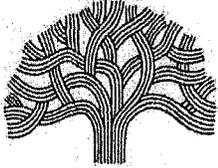
**INTERPRETATION SERVICES**

If English is not your primary language, you have the right to an interpreter in your primary language/dialect at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

- I request an interpreter fluent in the following language at my Rent Adjustment proceeding:

- Spanish (Español)
- Cantonese (廣東話)
- Mandarin (普通话)
- Other: \_\_\_\_\_

**-END OF PETITION-**



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS\*) ON THE AFFECTED TENANT(S) PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO TENANTS OF OWNER PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with your Petition.**

*\*Exception for attachments exceeding 25 pages. See "Important Information Regarding Filing Your Petition."*

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- 2) Note: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
- 3) Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File a completed copy of this PROOF OF SERVICE form with RAP together with your petition. Your petition will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 10, 22, 21 I served a copy of (check all that apply):

- PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus 22 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)
- NOTICE TO TENANTS OF PROPERTY OWNER PETITION**
- Other: \_\_\_\_\_

by the following means (check one):

- United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Personal Service.** I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	Adelle Hintz
Address	2303 Irving Drive #1
City, State, Zip	Oakland, CA 94606

Name	Kyle Raymond
Address	2303 Ivy Drive #3
City, State, Zip	Oakland, CA 94606

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

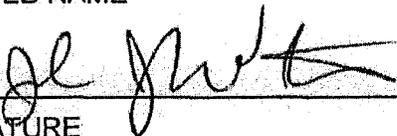
Name	
Address	
City, State, Zip	

NOTE: If you need more space to list tenants you may attach additional copies of this page.

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

John J. Winters

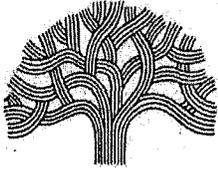
PRINTED NAME



SIGNATURE

10/22/21

DATE SIGNED



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

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- 3) Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File a completed copy of this PROOF OF SERVICE form with RAP together with your petition. Your petition will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 10 / 25 / 21 I served a copy of (check all that apply):

- PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE plus 22 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)
- NOTICE TO TENANTS OF PROPERTY OWNER PETITION
- Other: \_\_\_\_\_

by the following means (check one):

- United States Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	Chris Brothers
Address	2303 Ivy Drive #2
City, State, Zip	Oakland, CA 94606

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

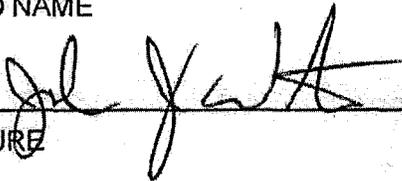
Name	
Address	
City, State, Zip	

NOTE: If you need more space to list tenants you may attach additional copies of this page.

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

John J. Winters

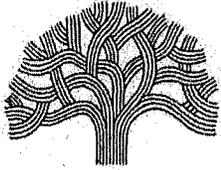
PRINTED NAME



SIGNATURE

10/25/21

DATE SIGNED



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS\*) ON THE AFFECTED TENANT(S) PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO TENANTS OF OWNER PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with your Petition.**

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On the following date: 10 / 25 / 21 I served a copy of (check all that apply):

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- NOTICE TO TENANTS OF PROPERTY OWNER PETITION
- Other: \_\_\_\_\_

by the following means (check one):

- United States Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	Gerald Corbin
Address	2303 Ivy Drive #4
City, State, Zip	Oakland, CA 94606

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

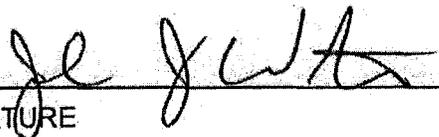
Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

*NOTE: If you need more space to list tenants you may attach additional copies of this page.*

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

John J. Winters  
 PRINTED NAME

  
 SIGNATURE

10/25/21  
 DATE SIGNED

CITY OF OAKLAND



250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034
Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 43-1, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at Sun Deck

I received a copy of this notice on 10/1/2021 (Date) Adelle HA (Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510)238-3721索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Handwritten signature



CITY OF OAKLAND  
P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243

Community and Economic Development Agency  
Rent Adjustment Program

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

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

- The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.
- If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>
- If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.
- Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex must be evicted. If the owner does not evict, the City Attorney may do so.

*CB DM*  
**TENANTS' SMOKING POLICY DISCLOSURE**

- Smoking (circle one)  IS or  IS NOT permitted in Unit 12, the unit you plan to rent.
- Smoking (circle one)  IS or  IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.) #4
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one)  IS or  IS NOT a designated outdoor smoking area. This is located at Sun Deck upstairs

I received a copy of this notice on 11/10/13

*X [Signature]*



此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510)238-3721索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.  
Baùn Thoàng Baùo quyềàn lờĩ của ngòõĩ thuế trong Oakland nàyy củong còu baềng tiềng Việat. Nềa còu  
moát baùn sao, xin gỏĩ (510) 238-3721.

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
• Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
• Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment.
• If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
• Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
• Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
• Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
• The owner [X] is [ ] is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit #3, the unit you intend to rent.
• Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
• There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at Sun Deck.

I received a copy of this notice on 9/1/2020 (Date)

Kyle Bow / Alvarez (Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Alonso

9/1/20



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

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

### NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Fl., Oakland, CA 94612 or: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has not been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

### TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 4, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.) - # 3
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at Sundock

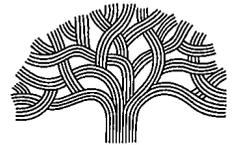
I received a copy of this notice on 8.31.2016  
 (Date)

Gerald L. Cochran  
 (Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Bản Thông Báo quyền lợi của người thuê ở trong Oakland này có tiếng Việt. Nếu có một bản sao, xin gọi (510) 238-3721.



**HEARING DECISION**

**CASE NUMBER:** L21-0054

**CASE NAME:** Winters Marital Trust v. Tenants

**PROPERTY ADDRESS:** 2303 Ivy Drive  
Oakland, CA

**DATES OF HEARING:** January 1, 2022  
March 23, 2022

**DATE OF DECISION:** May 27, 2022

**APPEARANCES:** John Winters, Owner's Agent/Tenant  
Gerald Corbin, Tenant, Unit 4

**SUMMARY OF DECISION**

The Owner's petition is denied.

**INTRODUCTION**

The Owner filed the petition, L21-0054, on October 26, 2021, to obtain approval for a capital improvement rent increase. The Owner alleged that the building-wide capital improvements of electrical upgrades, concrete, and stucco cost \$239,402.64 and that there were four unit-specific improvements to the garages of \$4,671.37. However, the building contains five units total, and the petition lists only four units.

//

None of the tenants filed rep. There was proper notice of the hearing to the Owner, which proceeded in his absence.

The tenants did not file a Tenant Responses to the Owner's petition, and only the Tenant in Unit 4 appeared at the hearing. There was proper notice of the hearing to the Owner, which proceeded in his absence.

### **ISSUE(S) PRESENTED**

1. When, if ever, was the tenant in each affected covered unit served written notice of the Rent Adjustment Program (RAP Notice<sup>1</sup>) prior to the petition being filed?
2. Can the Owner increase the rent based on capital improvement, and if yes, in what amount?

### **EVIDENCE**

January 11, 2022

After being duly sworn, the Owner's Agent, John Winters, testified as follows:

The petition for the subject building was filed on October 26, 2021. The petitioner served the petition by personal service, handing the petition to the affected tenants. The building is five units, but the petition only listed four units. He did not list his unit but thought the petition would apply to all five units. There was no service of the petition to his unit, it was not listed in the petition, and he did not serve himself the RAP Notice.

The Oakland Business Taxes and Rent Adjustment Program Fees were paid for 2021.<sup>2</sup> The 2022 Oakland Business Tax and RAP Fees were paid but not submitted.<sup>3</sup>

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

<sup>2</sup> Exhibit AA. This Exhibit, and all other Exhibits to which reference is made in this Decision, were admitted into evidence without objection.

<sup>3</sup> The Petitioner was allowed 72 hours to submit the proof of payment.

The Owner provided copies of the RAP Notices signed by the tenants in the affected units. He did not have written evidence of service of the RAP Notice on the affected units prior to the petition being filed.

The unit-specific capital improvements were to the building's four garages. Unit 1 does not have a garage.

The electrical upgrade totaled \$24,500.00. The proof of payment submitted showed a payment of \$4,900.00. No additional documents were submitted to establish proof of the total listed in the petition. The electrical upgrade was done with a permit. There was no documentation submitted that the permit was finalized. There was proof of payment

He requested a postponement to allow for submission and service of additional documentation at this juncture.<sup>4</sup>

March 15, 2022

After being duly sworn, the Owner's Agent, John Winters, testified as follows:

The Oakland Business Taxes and Rent Adjustment Program Fees were paid for the 2021<sup>5</sup> and 2022.<sup>6</sup>

The tenants in the affected units were served with the RAP Notice as follows:<sup>7</sup>

Unit 1	May 1, 2019
Unit 2	November 10, 2013
Unit 3	September 1, 2020
Unit 4	August 31, 2016

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<sup>4</sup> The Tenant present at the hearing did not object to the request for a continuance. The request was granted.

<sup>5</sup> Exhibit AA. This Exhibit, and all other Exhibits to which reference is made in this Decision, were admitted into evidence without objection.

<sup>6</sup> Exhibit BB.

<sup>7</sup> Exhibit CC, 4 pages total.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

**When, if ever, was the tenant in each affected covered unit served written notice of the Rent Adjustment Program (RAP Notice) prior to the petition being filed?**

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the RAP Notice at the start of a tenancy<sup>89</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>10</sup> The Owner has the burden of proving service of the Notice. Likewise, the Ordinance requires an owner filing a petition seeking a rent increase to provide evidence of a current City Business License, Evidence of payment of the Rent Adjustment Program Service Fee, Evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed.

The undisputed testimony of the Owner that tenants in the affected units were served as follows:

Unit 1	May 1, 2019
Unit 2	November 10, 2013
Unit 3	September 1, 2020
Unit 4	August 31, 2016

Moreover, the Owner provided evidence that documents the dates the tenants in the affected units were first served with the RAP Notice in advance of the petition being filed. However, the Owner failed to serve the RAP Notice in any language other than English. Accordingly, the tenants' service in Units 1 and 3 is incomplete. Therefore, it is found that all the affected units were not first given RAP Notices as required, either at the inception of their tenancy or prior to the filing of the petition herein. No other issues can be reached based on the foregoing, and the Owner's petition is hereby denied.

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<sup>8</sup> O.M.C. § 8.22.060(A).

<sup>9</sup> Rent Adjustment Program Regulations § 8.22.060(A).

<sup>10</sup> O.M.C. § 8.22.070(H)(1)(A).

## **ORDER**

1. Petition L21-0054 is denied.

**Right to Appeal:** **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day. The date and service method are shown on the attached Proof of Service.



Dated: May 27, 2022

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Élan Consuella Lambert  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number: L21-0054**

**Case Name: Winters Marital Trust v. Tenants**

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

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

**Documents Included**

Hearing Decision

**Owner**

Jane Little Winters, Winters Marital Trust  
2303 Ivy Drive #5  
Oakland, CA 94606

**Owner Representative**

John Julian Winters, Winters Marital Trust  
2303 Ivy Drive #5  
Oakland, CA 94606

**Tenant**

Adelle Hintz  
2303 IVY DR Unit 1  
Oakland, CA 94606

**Tenant**

Amanda C Flores  
2303 IVY DR Unit 3  
Oakland, CA 94606

**Tenant**

Chris Brothers  
2303 IVY DR Unit 2  
Oakland, CA 94606

**Tenant**

Gerald Lewis Corbin  
2303 IVY DR Unit 4  
Oakland, CA 94606

**000149**

**Tenant**

Jodie Cruz  
2303 Ivy Drive Unit 1  
Oakland, CA 94606

**Tenant**

Kyle Raymond  
2303 Ivy Drive Unit 3  
Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 03, 2022** in Oakland, California.

*Brittini Lothlen*

\_\_\_\_\_  
Brittini Lothlen  
Oakland Rent Adjustment Program



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

For date stamp.

**APPEAL**

<b>Appellant's Name</b> John J. Winters		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 2303 Ivy Drive #5, Oakland, CA 94606			
<b>Appellant's Mailing Address (For receipt of notices)</b> Same as above.		<b>Case Number</b> L21-0054	<b>Date of Decision appealed</b> May 27, 2022
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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

1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*

2) Appealing the decision for one of the grounds below (required):

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

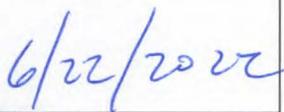
For more information phone (510) 238-3721.

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

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

**• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •**  
 I declare under penalty of perjury under the laws of the State of California that on \_\_\_\_\_, 20\_\_\_\_, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

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

	
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

For more information phone (510) 238-3721.

2303 Ivy Drive #5  
Oakland, CA 94606  
June 22, 2022

Case #L21-0054; Letter of Appeal

Dear RAP Board, hearing officer and staff:

I am the petitioner and am appealing the decision entered on May 27, 2022 in this case. (Decision was sent with a proof of service dated June 3, 2022 and postage meter for mailing was dated June 6, 2022.)

The decision revolved around a technicality, without citing any ability to correct or amend the alleged deficiency, and no actual decision was made on the merits of the case, which was for allowable pass-through of Capital Improvements made to the building. Owner is improperly kept from consideration of recuperation of debts incurred from capital improvements made.

The hearing officer noted that evidence was presented of RAP notices signed by current residents at the time of original inception of their rental agreement, or "in advance of the petition", as stated in the decision. These required notices were appropriately delivered, and tenant signatures obtained during in-person signings of the full rental agreement, at their inception. Because a resident was left with a true and original copy of what they had signed at that time, no additional proof of service was thought to be needed at the time. The hearing officer did not accept this as sufficient proof of RAP notice being served to residents.

Although appellant has always acted in good faith in including the RAP notification as part of prior rental agreements dating back to initial ownership of the building, and through various amendments to the

**000153**

RAP requirements, appellant is correcting this perceived deficiency by delivering new copies of the current RAP notice and obtaining resident signatures. This should satisfy concerns about whether the RAP notice was properly served and can thus consider the actual merits of the Capital Improvement petition.

I request that this proof of service of RAP notices, which will be submitted within the timeframe allowed on appeal, be accepted and the case returned to the hearing calendar to review the original Capital Improvement petition.

Sincerely,

  
John J. Winters

Appellant



**MEMORANDUM**

**Date:** July 21, 2022  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Oliver Luby, Deputy City Attorney  
**Re:** Appeal Summary in T22-0024, Leshne v. Meriau  
**Appeal Hearing Date:** July 28, 2022

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**Property Address:** 1534 Filbert Street, Oakland, CA  
**Appellant/Tenant:** Kai Leshne  
**Respondent/Owner:** Cederic Meriau

**BACKGROUND**

On January 21, 2022, the tenant filed a petition contesting a rent increase, and the tenant agreed to have the case mediated by the Rent Adjustment Program (RAP) and consented to electronic service by the RAP. The owner timely responded to the petition and also agreed to mediation and electronic service. By notice electronically served to the parties on March 16, 2022, mediation was scheduled for April 20, 2022.

**RULING ON THE CASE**

By order dated April 20, 2022, and served to the parties on April 22, 2022, the hearing officer dismissed the petition because the tenant failed to appear at the scheduled mediation.

**GROUND FOR APPEAL**

On May 9, 2022, the tenant timely appealed the dismissal on the grounds of denial of sufficient opportunity to present a claim. The tenant argues that the tenant never received the notice for the mediation hearing, and that mail sent to the residence is often misdelivered. The tenant also asks for future correspondence to be delivered to the tenant representative's PO Box.

## ISSUE

1. Does the tenant's proffered reason for non-appearance at the mediation constitute good cause for failing to appear at the mediation?

## APPLICABLE LAW AND PAST BOARD DECISIONS

### **1. Applicable Law**

- a. Oakland Municipal Code (O.M.C.) Section 8.22.110 ("Hearing procedures"), sub part G.

"Should the petitioner fail to appear at the designated hearing, the Hearing Officer may dismiss the petition."

- b. Rent Adjustment Program Regulations Section 8.22.100 ("MEDIATION OF RENT DISPUTES"), sub part (B)(2)(e)

"Absence Of Parties

- i. If a petitioner fails to appear at a properly noticed mediation, the Hearing Officer may, in the Hearing Officer's discretion, dismiss the case.
- ii. If a respondent fails to appear, the Hearing Officer will refer the matter to the Rent Adjustment Program for administrative review or hearing on the petition, whichever is appropriate."

### **2. Past Board Decisions**

- a. T18-0172 & T18-0183 Embaye v. Amin

Board reversed Hearing Decision dismissing tenant's petition for failure to appear at Hearing based on tenant's assertion on appeal that he had moved out of the unit and did not receive notice of the Hearing and remanded for a Hearing on the merits. Subsequent hearing dismissed when tenant failed to appear.

- b. T03-0135 & T03-0148 Scott v. Lipscomb

Board affirmed Administrative Dismissal of tenant's petitions where tenant did not appear at the time set for Mediation but did appear later that day at the time set for the Hearing, because the Notice of Mediation stated that petition would be dismissed if petitioner failed to appear for mediation.

- c. L15-0074 Ghahyaz v. Tenants

Board affirmed Hearing Decision dismissing owner's petition for non-appearance, after owner had claimed he did not receive notice of hearing.



**MEMORANDUM**

**Date:** July 21, 2022  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Oliver Luby, Deputy City Attorney  
**Re:** Appeal Summary in L21-0054, Winters Marital Trust v. Tenants  
**Appeal Hearing Date:** July 28, 2022

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**Property Address:** 2303 Ivy Drive, Oakland, CA  
**Appellant/Owner:** Winters Marital Trust  
**Respondents/Tenants:** Chris Brothers, Gerald Lewis Corbin, Jodie Cruz, Amanda Flores, Adelle Hintz, & Kyle Raymond

**BACKGROUND**

On October 26, 2021, the owner filed a petition requesting a rent increase for capital improvements. No tenant filed a response.

**RULING ON THE CASE**

The Hearing Officer issued a Hearing Decision on May 27, 2022, which was mailed to the parties on June 3, 2022. The Decision noted that an owner petitioning for a rent increase has the burden of providing evidence that the required RAP notices were given prior to petitioning. The Decision stated that, based on the evidence provided indicating that the tenants in four units were given the initial RAP notices on November 10, 2013 (Unit 2), August 31, 2016 (Unit 4), May 1, 2019 (Unit 1), and September 1, 2020 (Unit 3), respectively, the owner did not provide the initial RAP notices in a language other than English and the notice was therefore incomplete for Units 1 and 3. Since the Decision found that all of the affected tenants were not provided the RAP notice as required, the Decision dismissed the petition.

## **GROUNDINGS FOR APPEAL**

On June 22, 2022, the owner timely appealed on the following grounds:

- Denial of sufficient opportunity to present a claim;
- Other.

The owner contends that:

- (1) the hearing decision was based on a technicality rather than the merits of the case and did not provide a means to correct the alleged deficiency;
- (2) the Hearing Officer did not accept the owner's offer of proof that the appropriate RAP notices were provided at the inception of tenancy or in advance of petitioning; and
- (3) the perceived deficiency is being corrected by delivering new copies of the current RAP notice to the tenants.

## **ISSUE**

1. Prior to petitioning for a rent increase, did the owner provide the RAP notice to each affected tenant and, for any such notices provided on or after September 20, 2016, but prior to petitioning, were the notices given in English, Spanish, and Chinese?

## **APPLICABLE LAW AND PAST BOARD DECISIONS**

### **1. Applicable Law**

- a. Oakland Municipal Code (O.M.C.) Section 8.22.060<sup>1</sup> ("Notice of the existence of this Chapter required at commencement of tenancy"):

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

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

- a. The existence and scope of this Chapter;
- b. The tenant's rights to petition against certain rent increases;
- c. Whether the Owner is permitted to set the initial Rent to the new Tenant without limitation (such as pursuant to the Costa-Hawkins Act (California Civil Code Sec. 1954.52));

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<sup>1</sup> O.M.C. Section 8.22.060(A)(2) was added by amendment and became effective September 20, 2016.

d. If the Owner is not permitted to set the initial Rent to the new Tenant (such as after an eviction noticed pursuant to California Civil Code Sec. 1946), the Owner must state the Rent in effect when the prior Tenant vacated, and if the initial Rent is in excess of the Rent to the prior Tenant the basis for any Rent in excess of the Rent to the prior tenant (which can only be based on the CPI Rent Adjustment, Banking, and/or a final a final decision in an Owner's petition).

2. The Owner must give the initial notice in three languages: English, Spanish, and Chinese.

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

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

b. Rent Adjustment Program Regulations Section 8.22.060 ("Notice of the Existence of Chapter 8.22 Required at Commencement of Tenancy"), subsection (A) ("Providing Notice in Multiple Languages"), sub part (1):

"The requirement to provide the Notice of the Existence of Chapter 8.22 Required at Commencement of Tenancy in multiple languages took effect on September 21, 2016 and only applies to new tenancies that commenced on or after that date."

c. O.M.C. Section 8.22.090(B) ("Owner Petitions and Owner Responses to Tenant Petitions."):

“1. In order for an owner to file a response to a tenant petition or to file a petition seeking a rent increase, the owner must provide the following:

- a. Evidence of possession of a current City business license;
  - b. Evidence of payment of the rent adjustment program service fee;
  - c. Evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed;
  - d. A completed response or petition on a form prescribed by the rent adjustment program;
  - e. Documentation supporting the owner's claimed justification(s) for the rent increase or supporting any claim of exemption; and
  - f. Proof of service by first-class mail or in person of the owner petition or response and any supporting documents on the tenants of all units affected by the petition. Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.
2. An owner must file a response to a tenant's petition within thirty (30) days of the service of the tenant petition.
3. Section 8.22.090 B. shall not apply to primary tenant responses to subtenant petitions.”

**b. Past Board Decisions**

None