

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD SPECIAL MEETING
January 13, 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: Jan 13, 2022 5:00 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD MEETING- January 13, 2022

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84768844333>

Or One tap mobile :

US: +16699009128,,84768844333# or +13462487799,,84768844333#

Or Telephone:

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

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

Webinar ID: 847 6884 4333

International numbers available: <https://us02web.zoom.us/j/84768844333>

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 BMcGowan@oaklandca.gov.

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. ELECTION OF OFFICERS OR PRO TEM OFFICERS
4. OPEN FORUM
5. RENEWAL: ADOPTION OF AB 361 RESOLUTION (pp. 3-5)
6. CONSENT ITEMS
 - a. Approval of Board Minutes, 12/9/2021 (pp. 6-11)
7. APPEALS*
 - a. T18-0372, T19-0032, T19-0218, T19-0220, & T19-0251, (Consolidated Appeal) Amory v. Green Sage et al. (pp. 12-179)
 - b. T19-0272 & T19-0325, Jeffers v. BD Opportunity 1 LP (pp. 180-259)
 - c. T21-0088, Lerer v. Addleman (pp. 260-323)
8. INFORMATION AND ANNOUNCEMENTS
 - a. Board Outreach
9. SCHEDULING AND REPORTS
10. ADJOURNMENT

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

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

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

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en Español, Cantonés, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a RAP@oaklandca.gov o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

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

OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD (HRRRB)

RESOLUTION NO. _____

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

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

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

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

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

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

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

000003

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

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

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

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

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

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

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

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

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

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

FURTHER RESOLVED: that the Housing, Residential Rent and Relocation Board (HRRRB) firmly believes that the community's health and safety and the community's right to participate in local government, are both critically important, and is committed to balancing the

two by continuing to use teleconferencing to conduct public meetings, in accordance with California Government Code Section 54953(e), a provision of AB-361; and be it

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

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

December 9, 2021

5:00 P.M.

VIA ZOOM CONFERENCE

OAKLAND, CA

MINUTES

1. CALL TO ORDER

The Board meeting was administered via Zoom by H. Grewal, Housing and Community Development Department. He explained the procedure for conducting the meeting. The HRRRB meeting was called to order at 5:02 p.m. by Member D. Ingram.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
R. NICKENS, JR.	Tenant	X		
Vacant	Tenant			
Vacant	Tenant Alt.			
H. FLANERY	Tenant Alt.			X
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		
B. SCOTT	Landlord Alt.			X
K. SIMS	Landlord Alt.			X

Staff Present

Kent Qian	Deputy City Attorney
Ubaldo Fernandez	Deputy City Attorney
Harman Grewal	Business Analyst III (HCD)
Briana Lawrence-McGowan	Administrative Analyst I (RAP)
Mike Munson	KTOP

3. WELCOME NEW BOARD MEMBERS

- a. Member C. Oshinuga introduced himself as a new undesignated representative. Member E. Torres, who was not present, was also introduced as a new undesignated representative by City staff.

4. ELECTION OF OFFICERS OR PRO TEM OFFICERS

- a. Member R. Nickens, Jr. moved to nominate Member D. Ingram as the Pro Tem chair for this meeting. N. Hudson seconded the motion.

The Board voted as follows:

Aye: D. Ingram, T. Williams, R. Nickens, Jr., N. Hudson, C. Oshinuga

Nay: None

Abstain: None

The motion was adopted.

5. OPEN FORUM FOR RENEWAL: ADOPTION OF AB 361 RESOLUTION

- a. James Vann asked about the positions held by the Board members present at the meeting and the status of vacancies on the Rent Board. He also welcomed the new Board members.

6. RENEWAL: ADOPTION OF AB 361 RESOLUTION

- a. Member C. Oshinuga moved to renew the adoption of AB 361 resolution. R Nickens, Jr. seconded the motion.

The Board voted as follows:

Aye: D. Ingram, T. Williams, R. Nickens, Jr., N. Hudson, C. Oshinuga

Nay: None

Abstain: None

The motion was adopted.

7. OPEN FORUM

- a. James Vann asked for City staff who were present at the meeting to be identified.

8. CONSENT ITEMS

- a. Approval of Board Minutes from the October 14, 2021 Full Board Special Meeting for the adoption of AB 361 resolution and the October 14, 2021 Full Board Special Meeting.

T. Williams moved to approve the minutes from both of the October 14, 2021 Special Meetings. N. Hudson seconded the motion.

The Board voted as follows:

Aye: D. Ingram, T. Williams, R. Nickens, Jr., N. Hudson, C. Oshinuga
Nay: None
Abstain: None

The minutes were approved.

9. APPEALS

- a. T19-0384, Salvador v. Fong

Appearances: Xavier Johnson Tenant Representative
May Fong Owner
Michael Lee Owner Representative

This case involved a tenant petition contesting a previously granted certificate of exemption from a prior case. The tenant contended that the certificate was wrongly issued based upon fraud and mistake. The tenant also contested unlawful rent increases and a decrease in housing services.

The tenant representative contended that the exemption was granted based upon fraud and mistake because the owner’s verbal testimony provided during the initial hearing was untrue. The tenant representative argued that the parcel is a duplex because it has more than one dwelling unit, making the property not exempt from rent control, and requested a limited scope hearing to prove that the certificate of exemption was issued based upon fraud and mistake.

The owner contended that the unit is a condominium according to official records, is exempt from rent control according to Costa Hawkins, which was determined by the Superior court, and that the tenant and Oakland Rent Board are barred from relitigating this case. The owner argued that the burden of proof was on the tenant and that the tenant had the opportunity to appeal the Hearing Officer’s decision but did not when the opportunity was available.

The owner representative argued that they're trying to do the right thing by providing rental units to citizens in Oakland and that they take care of their properties and tenants' needs. The owner representative contended that it is unfair that this case continues to be brought up repeatedly and that if a mistake was made, it is due to the fault of the City and/or the developers.

After parties' arguments, questions to the parties, and Board discussion, Chair D. Ingram moved to remand the case back to the Hearing Officer for a limited scope hearing based on the claim of fraud. C. Oshinuga seconded the motion.

The Board voted as follows:

Aye: D. Ingram, T. Williams, N. Hudson, R. Nickens, Jr., C. Oshinuga
Nay: None
Abstain: None

The motion was adopted.

b. T21-0046, Warmsley v. Hill

Appearances:	LaTasha Monique Warmsley	Tenant
	Kenyattah Hill	Owner
	Maya Clark	Owner Representative

This case involved a tenant petition alleging decreased housing services due to the owner no longer taking the trash bins out to the curb. The petition was denied by the Hearing Officer due to being filed untimely, because the owner pulled the trash bins out to the curb as a courtesy, and because this service was not included in the lease agreement.

The tenant contended that it took time for the petition to be filed because she was waiting for an official notice for the decreased housing services after previously receiving an unofficial notice on December 29th. The tenant argued that after waiting for the official notice, which was never received, she proceeded with filing the petition. The tenant contended that the Hearing Officer made a ruling during the hearing while she was still providing oral testimony, which was unfair. The tenant argued that the lease only states that trash should be placed in the bins, that the landlord assumed the responsibility of pulling the bins out to the curb for 8 years, which was beneficial because she is disabled, and then suddenly stopped after moving off site.

The owner representative contended that the owner previously lived on-site and as a courtesy would pull the trash bins out to the curb for pick-up on behalf of the tenants. The owner representative argued that this service was never in writing and was a courtesy, and upon the owner's relocation, this courtesy service ended. The owner representative contended there was never a written or verbal agreement between the parties as it relates to the courtesy service and that the lease agreement places the responsibility of pulling the trash bins out to the curb for pick-up on the tenant.

After parties' arguments, questions to the parties, and Board discussion, C. Oshinuga moved to uphold the Hearing Officer's decision based on an untimely submission of the tenant's petition. T. Williams seconded the motion.

The Board voted as follows:

Aye: C. Oshinuga, R. Nickens, Jr., N. Hudson, T. Williams, D. Ingram
Nay: None
Abstain: None

The motion was adopted.

10. Information and Announcements

a. Litigation Update Report: Deputy City Attorney Ubaldo Fernandez provided a litigation update report to the Board. Cases discussed included:

- *Owens v. City of Oakland*
- *Farley Levine v. City of Oakland*
- *Dezerega v. City of Oakland*

b. Board Training—Rules of Evidence and Appeals: Deputy City Attorney Kent Qian administered a Board training session. Topics discussed included:

- Appellate Body
- Appeals
- Appeal on the record or de novo
- Evidence
- Burdens of Proof
- Options for Decisions

- Decision
- Types of Cases for Board
- Communications with the Board

11. Adjournment

- a. The meeting was adjourned at 8:15 p.m.

CHRONOLOGICAL CASE REPORT

Case No.: T18-0372, T19-0032, T19-0218, T19-0220, & T19-0251

Case Name: (Consolidated Appeal) Amory v. Green Sage, Long v. Green Sage, Laws v. Green Sage, Schultz v. Green Sage, & Baird v. Green Sage

Property Address: 5707 San Leandro Street, Oakland, CA 94621

Parties: Brett Amory (Tenant)
Brad Long (Tenant)
Matthew Laws (Tenant)
Dustin Schultz (Tenant)
Abigail Baird (Tenant)
Lisa Giampaoli (Tenant Representative)
Green Sage, LLC (Owner)
Oakland Cannery Real Estate LLC (Owner)
5733 SLOCA Partnership (Owner)
KBP Acquisitions Real Estate, LLC (Owner)
Timothy Larsen (Owner Representative)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed (T18-0372)	July 18, 2018

000012

Tenant Petition filed (T19-0032)	October 17, 2018
Tenant Petition filed (T19-0035) <i>*Relevant case; not appealed</i>	October 25, 2018
Tenant Petition filed (T19-0218)	March 12, 2019
Tenant Petition filed (T19-0220)	March 20, 2019
Tenant Petition filed (T19-0251)	April 10, 2019
Owner Response filed (T18-0372)	April 18, 2019
Owner Response filed (T19-0032)	April 18, 2019
Owner Response filed (T19-0035) <i>*Relevant case; not appealed</i>	April 18, 2019
Owner Response filed (T19-0218)	August 14, 2019
Owner Response filed (T19-0220)	August 14, 2019
Owner Response filed (T19-0251)	August 29, 2019
Hearing Dates	May 8, 2019; January 3, 2020; & April 26, 2021
Hearing Decision mailed	July 2, 2021
Tenant Appeal filed	July 16, 2021
Tenant supporting documents submitted	October 20, 2021

T18-0372 MS/MA

City of Oakland Rent Adjustment Program

Tenant Petition

RECEIVED

JUL 27 2018

Case Petition: 9891

Property Address

RENT ADJUSTMENT PROGRAM OAKLAND

Party	Name	Address	Mailing Address
Tenant	brett amory 4159314486 brettamory7@yahoo.com	5707 San Leandro st apt A Oakland, CA 94621	
Owner	Green Sage Management Patrick Green Sage Management 7206127739 annie@greensagemb.com	1137 Bannock Street Denver, CO 80204	

Rental Property Information

Number of Units	20
Type of unit you rent	Apartment, Room or Live-work
Are you current on your rent?	Yes

Grounds for Petition

Decrease in Services

Rental History

When did you move into the unit?	3/1/2013
Initial monthly rent	1600
When did the property owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)?	
Did the property owner provide you with a RAP Notice, a written notice of the existence of the Rent Adjustment Program?	Yes
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	No
Have you ever filed a petition for your rental unit?	No

Rent increases that you want to challenge.

Did you receive a RAP Notice with the notice of rent increase?	Date RAP notice served	Date increase goes into effect	Monthly Rent Increase From	Monthly Rent Increase To	Are you contesting this increase in this petition?
No					

Tenant Pet.

City of Oakland Rent Adjustment Program

Tenant Petition

Case Petition: 9891

Property Address

Description of Decreased or Inadequate Housing Services

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

Are you being charged for services originally paid by the owner? No

Have you lost services originally provided by the owner or have the conditions changed? No

Are you claiming any serious problem(s) with the condition of your rental unit? No

Loss of Service

Date Loss Began	Date Owner Was Notified of Loss	Estimated Loss	Reduced Service Description
8/15/2018		100	The loss of parking and storage is a loss of services. You can calculate the value of that based on the costs of offsite storage and maybe estimate what parking would cost. Parking might be \$50-\$100 a month. You should upload a scan of the notice we received on our doors.

Mediation

Mediation Requested Yes

T18.0372 MS/MA

RECEIVED

City of Oakland Rent Adjustment Program

Tenant Petition

JUL 18 2010

Case **Petition: 9874**
 Property Address **5707 San Leandro st apt A**

RENT ADJUSTMENT PROGRAM
 OAKLAND

Party	Name	Address	Mailing Address
Tenant	brett amory 4159314486 brettamory7@yahoo.com	5707 San Leandro st apt A Oakland, CA 94621	
Owner	Green Sage sage Green Sage	5707 San Leandro st Oakland, CA 94621	

Rental Property Information

Number of Units **20**
 Type of unit you rent **Apartment, Room or Live-work**
 Are you current on your rent? **Yes**

Grounds for Petition

No Ground Selected

Rental History

When did you move into the unit? **3/1/2013**

Initial monthly rent **1684**

When did the property owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)?

Did the property owner provide you with a RAP Notice, a written notice of the existence of the Rent Adjustment Program? **Yes**

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

Have you ever filed a petition for your rental unit? **No**

Description of Decreased or Inadequate Housing Services

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

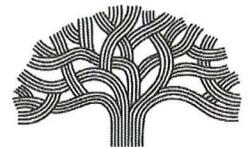
Are you being charged for services originally paid by the owner? **No**

Have you lost services originally provided by the owner or have the conditions changed? **No**

Are you claiming any serious problem(s) with the condition of your rental unit? **No**

T19-0032 MS/EL

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp 2018 OCT 17 AM 7:12
		<u>TENANT PETITION</u>

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

Please print legibly

Your Name Brad Long	Rental Address (with zip code) 5707 San Leandro Street Oakland CA 94621	Telephone:
		E-mail: hyperactivebrad@yahoo.com
Your Representative's Name LILAC LAW Group	Mailing Address (with zip code) 505 14th Street Oakland CA 94612	Telephone:
		Email: 415-967-2551
Property Owner(s) name(s) Green Sage Management annie@greensagemb.com Bruce@greensagemb.com Ken@greensagemb.com Patrick@greensagemb.com	Mailing Address (with zip code) 1137 Bannock Street Denver, Colorado 80204	Telephone: 720-612-7739
		Email: info@greensagemanagement.com
Property Manager or Management Co. (if applicable) Green Sage Management	Mailing Address (with zip code) 1137 Bannock Street Denver, Colorado 80204	Telephone: 720-612-7739
		Email: info@greensagemanagement.com

Number of units on the property: 20

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

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

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

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

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

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

Date you moved into the Unit: 4/7/09 Initial Rent: \$ 1,500 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Tenant's Signature

10/10/18

Date

[Empty rectangular box for additional information or signature]

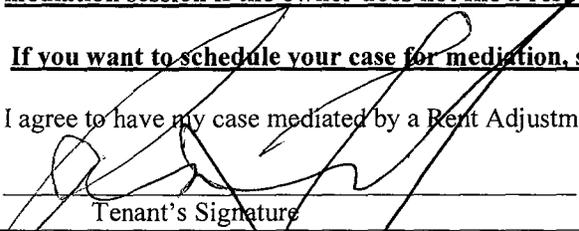
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You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside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

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

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

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



Tenant's Signature

10/10/18

Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

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

5/21/18

Councilmember At-Large Rebecca Kaplan
1 Frank Ogawa Plaza
Oakland CA 94612

Regarding: Safety and code violations at The Oakland Cannery 5733-5707 San Leandro Street

Dear Councilmember Kaplan,

I am writing to express extreme concern with the health and safety of the residential tenants at The Oakland Cannery Building.

First, be advised that Green Sage Management has dismissed me from the resident manager position as of Monday, 5/15/18 after 20 years of service, after I requested a raise. They have informed us that their internal staff will handle those duties. However, one of those is an office manager in Denver, and the other is a daytime maintenance worker with no knowledge of building infrastructure and who is not present after hours. This is an immediate violation of California law, which requires an onsite fully resident caretaker for any residence with 16 or more units.

This is after many months of difficulty in communicating with them about basic building management issues. They have no knowledge of tenant law and have entered several apartments without notice. They have threatened me personally with eviction simply for pointing out the law on this matter.

A resident manager is required because the immediate safety of the tenants can be at stake in the event of emergencies on the premises. There needs to be a designated responsible party available and capable of providing vital information to both tenants and emergency responders.

Other specific areas of concern follow.

Security Issues

The automatic parking gate at 5733 routinely hasn't worked and they have been slow to repair it. The garage door on 5707 failed, and they didn't have accounts with anybody to fix it. This led to at least one serious incident where squatters at 5801 started a fire. It's because the gate was never locked. The Green Sage partners were warned repeatedly, and never responded.

000022

Unit 5B

For all intents and purposes, one unit is already lost as a residence. It's been occupied by unknown people who may be connected with a commercial tenant. Green Sage never gave me any information on who occupies that unit. That is dangerous, because I'm supposed to know who lives in the building.

Maintenance

Green Sage's designated handyman, Camarino Sanchez, has no skills in carpentry, plumbing, or electrical and he's now in charge of all of that – plus he's doing unpermitted work on the ground floor. I know he's unskilled because he left my wall heater in a shambles the one time I requested his help with a repair.

Front glass door

The front door by the 5733 mail lobby, a glass office door, has broken 4-5x past several years. It periodically fails to open from the inside. This is a major fire hazard, as there are only 2 exits from the building and that is one of them. The maintenance and locksmith professionals who worked with our former owners, Pamco, have told me repeatedly that the door has to be replaced. I sent Green Sage several emails about that, no response.

Unauthorized entry

The Green Sage handyman, Camarino, has entered at least 2 units without advance notice. One of them was my unit. When I complained, Patrick Koentges, one of the Green Sage partners said, "Anyone who is rude to my staff will be out on their asses" and also "I own this f--- building, I make the rules."

Unpermitted construction

Downstairs construction has no building permits. They are not online. This is reported, with a case number of 180-1469. No inspector has come out.

Unwarranted personal inquiries

Bruce Miller, another Green Sage partner, asked me several times about the other residents: asking who's an artist, and who actually occupies their units. It seems clear that they're looking for reasons to get rid of us.

Utility outages

We had a power outage near the end of January of this year. At that time PG&E notified both me, and another tenants who called in, that nobody had claimed the account. This is 2 months after the building sale. We also found several EB MUD shutoff notices, indicating that nobody had claimed that account, either.

Garbage

For several weeks after the building sale in November, there was no trash pickup. However, we were charged the entire time, via "house fees" that were itemized for water, trash, and metered electrical usage. We were also charged for security that was nonexistent. The previous owner, Pamco, had a series of cameras that were monitored. Now, there is effectively no surveillance.

Demands for insurance

For many years prior, our leases had a clause requiring us to have business licenses and insurance. However in 20 years that part of the lease was never enforced, which sets a precedent. Then on April 24th Green Sage sent us a letter demanding proof of insurance by May 1st. This is an unreasonably short amount of time. Again I believe they were looking for excuses to get rid of us.

No repairs

One of our tenants recently had a refrigerator failure. Green Sage, after almost a week of non-response, stated that we had commercial leases and were responsible for all repairs. This is not true. The refrigerator belongs to the building. We rented these units as furnished with stove, refrigerator, already built out by Pamco, the previous owner. We did not rent raw space and build it out ourselves. If we had, it would be our responsibility.

It's the responsibility of owner to repair their own equipment. That's why we're paying rent. It's their stuff. They own it. We are paying to use it.

Commercial leases

We live here. Everybody knows we live here. The previous owner, Pamco, knew we lived here. And if they're so sure these aren't residential units, why can't they evict us?

Front door lockout

On May 1st, Green Sage changed the locks on our front door without advance notice, and the replacement keys were left with the handyman Camarino who absconded with them at the end of the day. Several of us had to take it on ourselves to track him down and distribute the new keys ourselves as people came home from work.

It is clear that Green Sage is not acting in good faith. Please help us to address these issues effectively and immediately.

Regards,

James Dawson
Oakland Cannery resident
5733 San Leandro Street #4
Oakland, CA 94621

000024

May 18, 2018

Kelley Kahn
Oakland City Liaison for the Arts
1 Frank Ogawa Plaza
Oakland CA 94612

Re: Live/Work Oakland Cannery Building, 5733-5707 San Leandro Street, Oakland CA 94621

Dear Kelley,

We are writing to you concerning the live/work situation at The Oakland Cannery Building, and to report a few recent events that have left us deeply concerned for our immediate health and safety. We are covering all aspects of safety regulations, pursuing legal support. We would also like to request your assistance in seeking advice from OPD.

Vacant Resident Manager Position: The resident manager was fired last Monday, with nobody designated to replace him. Green Sage stated that their existing staff, an office manager in Denver and an unskilled daytime repairman, could handle it. This is in violation of California Civil Code, which states that all residential buildings with 16 or more units requires an onsite fully resident manager and 24-7 response, particularly for emergencies. There is no one on staff who is familiar with our building infrastructure or even basic tenant law.

Lack of Communication: Green Sage has ceased to respond to communications regarding building security issues or even basic repairs. They do not seem to know what is actually stated in everyone's lease. Despite their letter stating their commitment to the arts and to live/work, their actions indicate otherwise.

Lockout: On May 1st the locks to the building were changed without advance notice, leading to widespread dismay as tenants found themselves unable to access their units. When I wrote to complain, I received a hostile and disrespectful response.

Un-Permitted Construction Activity: Extensive un-permitted construction work is occurring at both 5733 and 5601 locations. This has been reported to the Building Department.

Security Breaches: Numerous security issues have been reported around the premises, including a transient-related fire, and unknown persons attempting to access the building. In February, one of the downstairs suites was discovered wide open and unsecured at night in an area with transients who could have very easily taken up residence and caused mischief. Security door malfunctions and other breaches are not addressed for weeks after being reported. There is no monitoring or security service, despite verbal commitments made to business tenants that a security guard would be provided.

000025

Financial Health: A lack of attention to basic maintenance and basic tenant security could indicate a lack of long-term commitment as well as a lack of financial resources, leading us to wonder whether the building could change hands again, or even go into foreclosure. How would we be informed?

All of these items paint a picture of active malfeasance and bad faith: ignorance of, and disregard for, state and local laws; and a lack of concern for residents and business tenants alike. To paraphrase a famous Victorian novelist, "Their words and deeds have been so false as to be hourly detected."

At this time we would like to focus on the positive aspects of greater community outreach, including the upcoming Festival for Arts and Culture that Alistair is organizing, now set for Labor Day weekend. We remain committed to working with the City and other artist groups to maintain Oakland's reputation as a world-class producer of arts and culture.

Very sincerely yours,

Alistair Monroe
Rebecca Firestone

cc: Rebecca Kaplan, Oakland City Councilmember At-Large
John Knight, Office of Councilmember At-Large Rebecca Kaplan
Sheng Thao, Office of Councilmember At-Large Rebecca Kaplan
Greg Minor, City Administrator's Office
Matt Hummel, Oakland Cannabis Regulatory Commission
Jonah Strauss, Oakland Warehouse Coalition
Hiroko Kuirhara, Oakland Culture Zone

000026



GREEN SAGE
MANAGEMENT

Green Sage Management
1137 Bannock Street
Denver, Colorado 80204
www.greensagemanagement.com

Re: Letter To The Work/Live Artists

As many of you are already aware, we have recently assumed the management of the Cannery facility and are developing a business plan for cannabis while recognizing the history and importance of the work/live artist space.

We are sensitive to the artist community in Oakland. Several of our principals have artists in their families and we support the arts. It is our intention to embrace the active work/live artist spaces as part of our business model going forward.

Additionally, we support the changes put forth by the Mayor's office and Oakland City Council and are working with them directly to ensure a successful outcome for all.

Establishing a safe and secure environment for all cannabis tenants and work/live artists alike will require a number of changes and accommodations on your part. We are drafting rules and regulations that will outline these changes and will share these with you shortly. Please understand these changes are necessary for the smooth flow of operations, your security, and the security of the cannabis businesses in the Cannery.

We will also strive to communicate regularly, and should you have any questions, please email us at info@greensagemanagement.com.

Thank you,

Green Sage Management
1137 Bannock Street
Denver, Colorado 80204
o) 720-612-7739

000027

NOTICE OF CHANGE IN TERMS OF TENANCY

To: All Tenant(s) in possession of live/work units located at:
5733 San Leandro Street
Oakland, CA 94621

You are hereby notified, in accordance with Section 827 of the California Civil Code, that effective thirty (30) days from service on you of this Notice or on **August 15, 2018**, whichever is later, your tenancy of the premises will be changed as follows:

Parking space shall be relocated from the garage space to the general parking area adjacent to the Oakland Cannery Building (5733 San Leandro Street, Oakland, CA).

Use of a storage unit is removed from terms of tenancy and all property currently stored in a storage unit must be vacated.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

Dated: July 10, 2018



Ken Greer, Authorized Agent
Green Sage, LLC, Landlord

000028



CITY OF OAKLAND
Office of the City Administrator

NUISANCE ABATEMENT • SPECIAL ACTIVITY PERMIT

1 Frank H. Ogawa Plaza, 11th Floor • Oakland, CA 94612

Greg Minor, Assistant to the City Administrator
email: gminor@oaklandnet.com

Phone: 510-238-6370
Fax: 510-238-7084

August 15, 2018

Bruce Miller
Green Sage Management LLC
1137 Bannock Street
Denver, CO 80204

Dear Mr. Miller,

As you may recall, the City of Oakland amended its cannabis permitting ordinances to protect work/live and residential spaces in March 2018. Consequently, under OMC 5.80.130 and OMC 5.81.150 no cannabis permit or approval can be issued if work live or residential use existed as of March 6, 2018.

Our office has been informed by tenants of your property at 5733 San Leandro Street (the Cannery) that Green Sage has instructed them to stop using the Cannery's garage space and storage units, presumably for the purpose of Green Sage or others utilizing the space in the future for cannabis operations. The Special Activity Permits Division in the City Administrator's Office has visited the site and reviewed information provided by the Cannery tenants and concluded that this space falls under the work/live and residential use protections in the City of Oakland's cannabis permitting ordinances, and therefore no cannabis permit or approval can be issued for a cannabis operation in the areas currently consisting of the garage and storage units.

Thank you in advance for taking this information into consideration as you evaluate where to conduct cannabis operations at the Cannery.

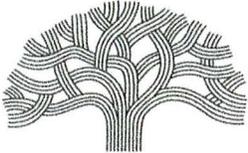
Sincerely,

Greg Minor
Assistant to the City Administrator

000029

T19.0035 MS/EL

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp.
OCT 25 AM 11:44

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

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

Please print legibly

Your Name <i>Katherine</i> Katie Cavenee	Rental Address (with zip code) 5707 San Leandro St. Studio <i>E</i> Oakland CA 94621	Telephone: <i>558-382-0450</i> E-mail: katiecavenee@gmail.com
Your Representative's Name LILAC LAW Group	Mailing Address (with zip code) 505 14th Street Oakland CA 94612	Telephone: 415-967-2551 Email: jennifer@lilaclawgroup.com
Property Owner(s) name(s) Green Sage Management annie@greensagemb.com Bruce@greensagemb.com Ken@greensagemb.com Patrick@greensagemb.com	Mailing Address (with zip code) 1137 Bannock Street Denver, Colorado 80204	Telephone: 720-612-7739 Email: info@greensagemanagement.com
Property Manager or Management Co. (if applicable) Green Sage Management	Mailing Address (with zip code) 1137 Bannock Street Denver, Colorado 80204	Telephone: 720-612-7739 Email: info@greensagemanagement.com

Number of units on the property: 20

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

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

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

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

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

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

Date you moved into the Unit: 12-15-08 Initial Rent: \$ 513.25 /month
~~43.25~~

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
n/a		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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The Green Sage handyman, Camarino, has entered at least 2 units without advance notice. One of them was my unit. When I complained, Patrick Koentges, one of the Green Sage partners said, "Anyone who is rude to my staff will be out on their asses" and also "I own this f--- building, I make the rules."

Unpermitted construction

Downstairs construction has no building permits. They are not online. This is reported, with a case number of 180-1469. No inspector has come out.

Unwarranted personal inquiries

Bruce Miller, another Green Sage partner, asked me several times about the other residents: asking who's an artist, and who actually occupies their units. It seems clear that they're looking for reasons to get rid of us.

Utility outages

We had a power outage near the end of January of this year. At that time PG&E notified both me, and another tenants who called in, that nobody had claimed the account. This is 2 months after the building sale. We also found several EB MUD shutoff notices, indicating that nobody had claimed that account, either.

Garbage

For several weeks after the building sale in November, there was no trash pickup. However, we were charged the entire time, via "house fees" that were itemized for water, trash, and metered electrical usage. We were also charged for security that was nonexistent. The previous owner, Pamco, had a series of cameras that were monitored. Now, there is effectively no surveillance.

Demands for insurance

For many years prior, our leases had a clause requiring us to have business licenses and insurance. However in 20 years that part of the lease was never enforced, which sets a precedent. Then on April 24th Green Sage sent us a letter demanding proof of insurance by May 1st. This is an unreasonably short amount of time. Again I believe they were looking for excuses to get rid of us.

No repairs

One of our tenants recently had a refrigerator failure. Green Sage, after almost a week of non-response, stated that we had commercial leases and were responsible for all repairs. This is not true. The refrigerator belongs to the building. We rented these units as furnished with stove, refrigerator, already built out by Pamco, the previous owner. We did not rent raw space and build it out ourselves. If we had, it would be our responsibility.

It's the responsibility of owner to repair their own equipment. That's why we're paying rent. It's their stuff. They own it. We are paying to use it.

Commercial leases

We live here. Everybody knows we live here. The previous owner, Pamco, knew we lived here. And if they're so sure these aren't residential units, why can't they evict us?

Front door lockout

On May 1st, Green Sage changed the locks on our front door without advance notice, and the replacement keys were left with the handyman Camarino who absconded with them at the end of the day. Several of us had to take it on ourselves to track him down and distribute the new keys ourselves as people came home from work.

It is clear that Green Sage is not acting in good faith. Please help us to address these issues effectively and immediately.

Regards,

James Dawson
Oakland Cannery resident
5733 San Leandro Street #4
Oakland, CA 94621

000036



Green Sage Management, LLC
1137 Bannock Street
Denver, Colorado 80204

May 15, 2018

ALL CANNERY TENANTS
5733 SAN LEANDRO STREET
OAKLAND, CA 94621

Effective Immediately:

All daily residential management and operations will be handled by Green Sage Management staff: Annie Fedler and Camerino Sanchez.

Please direct maintenance requests, invoice questions and other communications to Annie Fedler via email annie@greensagemanagement.com. She will handle all scheduling and authorized access to tenant's property for maintenance work. Maintenance request that requires additional authorization from Green Sage Management will first need to go through Annie. Please allow 24 hours for response time. Maintenance orders will be prioritized with emergency and security items first and everything else follows.

Meter readings for Studio 1-9 please email picture of meter to Annie between the 1st to 3rd of each month. Meter reading for Studio A-I Camerino will take pictures and email to Annie. Invoices will be sent no later than the 5th and due date is on the 10th. Invoices sent out will include current month rent, previous month's house charges (CAM) and utilities.

We want to thank James Dawson for his efforts on the Cannery Property. Thank you everyone for your respect and patience to our staff.

SINCERELY,

PATRICK KOENTGES MANAGING DIRECTOR
BRUCE MILLER MANAGING DIRECTOR

000037



Green Sage Management
1137 Bannock Street
Denver, Colorado 80204
www.greensagemb.com

Re: Letter To The Work/Live Artists

As many of you are already aware, we have recently assumed the management of the Cannery facility and are developing a business plan for cannabis while recognizing the history and importance of the work/live artist space.

We are sensitive to the artist community in Oakland. Several of our principals have artists in their families and we support the arts. It is our intention to embrace the active work/live artist spaces as part of our business model going forward.

Additionally, we support the changes put forth by the Mayor's office and Oakland City Council and are working with them directly to ensure a successful outcome for all.

Establishing a safe and secure environment for all cannabis tenants and work/live artists alike will require a number of changes and accommodations on your part. We are drafting rules and regulations that will outline these changes and will share these with you shortly. Please understand these changes are necessary for the smooth flow of operations, your security, and the security of the cannabis businesses in the Cannery.

We will also strive to communicate regularly, and should you have any questions, please email us at info@greensagemanagement.com.

Thank you,

Green Sage Management
1137 Bannock Street
Denver, Colorado 80204
o) 720-612-7739

000038

NOTICE OF CHANGE IN TERMS OF TENANCY

To: All Tenant(s) in possession of live/work units located at:
5733 San Leandro Street
Oakland, CA 94621

You are hereby notified, in accordance with Section 827 of the California Civil Code, that effective thirty (30) days from service on you of this Notice or on **August 15, 2018**, whichever is later, your tenancy of the premises will be changed as follows:

Parking space shall be relocated from the garage space to the general parking area adjacent to the Oakland Cannery Building (5733 San Leandro Street, Oakland, CA).

Use of a storage unit is removed from terms of tenancy and all property currently stored in a storage unit must be vacated.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

Dated: July 10, 2018



Ken Greer, Authorized Agent
Green Sage, LLC, Landlord

000039

T19-0218 MS/EL J. Ma [Signature]

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2019 MAR 12 AM 9:47

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Ste. 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. TENANT PETITION
--	---	---

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

Please print legibly

Your Name Matthew Arthur Laws	Rental Address (with zip code) 5707 San Leandro Street, Studio B Oakland, CA 94621 Assessor's Parcel No: 41-3848-13-3	Telephone: 650-648-3732
		E-mail: laws.matt@gmail.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) Oakland Cannery Real Estate LLC 5733 SLOCA Partnership KBP Acquisitions Real Estate, LLC	Mailing Address (with zip code) 3600 AMERICAN RIVER DRIVE SUITE 215 SACRAMENTO CA 95864 1137 Bannock Street Denver, CO 80204 1137 Bannock Street Denver, CO 80204	Telephone:
		Email:
Property Manager or Management Co. (if applicable) Green Sage Management LLC	Mailing Address (with zip code) 1137 Bannock Street Denver, CO 80204	Telephone: (720) 612-7739
		Email: info@greensagemb.com

Number of units on the property: 20

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

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

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

	(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
X	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
X	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

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

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

Date you moved into the Unit: April 7, 2013 Initial Rent: \$ \$1,500 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Green Sage has never provided me with a RAP Notice.

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

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

VIA USPS

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
January 31, 2019	March 1, 2019	\$ 1618.86	\$ 1779	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

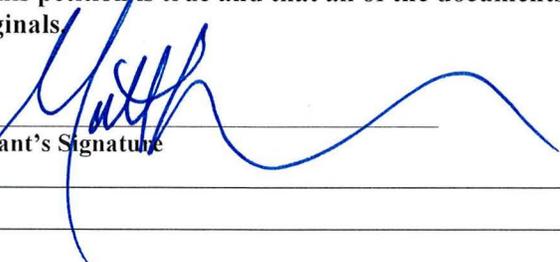
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Tenant's Signature 

Date 3/11/19

Empty rectangular box for additional information or notes.

Empty rectangular box for additional information or notes.

000042

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

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

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

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

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

Tenant's Signature

Date

3/11/19

VI. IMPORTANT INFORMATION:

Time to File

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Ste. 5313, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; or through the **RAP Online Petitioning System:** <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. For more information, call: (510) 238-3721.

File Review

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

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

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

Request for Consolidation with Other Petitions Involving Green Sage Management and Assessor's Parcel No. 41-3848-13-3

RENT ARBITRATION
2019 MAR 12 AM 9:47

Currently, there are approximately 18 petitions pending against Green Sage Management, which are listed under the file name "Monroe v. Green Sage Management, LLC." The property address listed under that file is 5733 San Leandro St, Oakland CA 94621. While my mailing address is 5707 San Leandro Street, 5733 and 5707 are the same building. Both mailing addresses are part of Alameda County Assessor's Parcel Number 41-3848-13-3. There is a mediation scheduled May 7, 2019 and a hearing scheduled May 8, 2019.

The case numbers for the outstanding petitions involving Green Sage Management are:

T18-0281, T18-0282, T18-0314, T18-0399, T18-0372, T18-0373, T19-0035, T19-0034, T19-0033, T19-0032, T19-0031, T19-0030, T19-0029, T19-0028, T19-0027, T19-0026, T19-0025, and T19-0024

I request that you consolidate this petition with the current outstanding petitions and schedule me for the May 7, 2019 mediation and May 8, 2019 hearing.

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2019 MAR 12 AM 9:47

Section III Addendum

I am requesting the rent board refer the following Health and Safety Code violation to either the Alameda County District Attorney or the Oakland City Attorney if the Rent Adjustment Program's administrative citation process is not the appropriate enforcement mechanism.

On or about May 15, 2018, Green Sage Management informed tenants that it had relieved our onsite, resident property manager. I have attached that letter. On May 16, 2018, I emailed management inquiring who will be the onsite residential manager going forward. That email is attached. I have received no response. I am informed and believe that at least two other residents of the 5707 and 5733 San Leandro buildings asked Green Sage about the replacement residential manager and received no response.

California Code of Regulations section 42 states that "A manager, janitor, housekeeper, or other responsible person shall reside upon the premises and shall have charge of every apartment house in which there are 16 or more apartments . . ." (25 CCR 42.)

There are 20 residential units on the premises.

Code of Regulations section 72 states that "Any violation of this subchapter or of the Health and Safety Code, Division 13, Part 1.5, commencing with Section 17910 (State Housing Law) shall be subject to the penalties as set forth in Section 17995 of the Health and Safety Code."

Health and Safety Code Section 17995 states:

"Any person who violates any of the provisions of this part, the building standards published in the State Building Standards Code relating to the provisions of this part, or any other rule or regulation promulgated pursuant to the provisions of this part is guilty of a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000) or by imprisonment not exceeding six months, or by both such fine and imprisonment."

It is extremely difficult to calculate the dollar value of an onsite manager with access to all parts of the building, emergency gas and water shut offs, and other services. The loss of convenience of having an onsite manager if you are inadvertently locked out of the building might be worth \$100 a month. Having a someone onsite to shut off gas, water, or reset fuses during an emergency could be priceless.

I am not asking the rent board to award me compensation for the lack of a residential manager. The Health and Safety Code requires an onsite residential manager to ensure the safety of the tenants. This is something that can be addressed during mediation and I request this issue be made part of the mediations.



GREEN SAGE
MANAGEMENT

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 MAR 12 AM 9:47

Green Sage Management, LLC
1137 Bannock Street
Denver, Colorado 80204

May 15, 2018

ALL CANNERY TENANTS
5733 SAN LEANDRO STREET
OAKLAND, CA 94621

Effective Immediately:

All daily residential management and operations will be handled by Green Sage Management staff: Annie Fedler and Camerino Sanchez.

Please direct maintenance requests, invoice questions and other communications to Annie Fedler via email annie@greensagemanagement.com. She will handle all scheduling and authorized access to tenant's property for maintenance work. Maintenance request that requires additional authorization from Green Sage Management will first need to go through Annie. Please allow 24 hours for response time. Maintenance orders will be prioritized with emergency and security items first and everything else follows.

Meter readings for Studio 1-9 please email picture of meter to Annie between the 1st to 3rd of each month. Meter reading for Studio A-I Camerino will take pictures and email to Annie. Invoices will be sent no later than the 5th and due date is on the 10th. Invoices sent out will include current month rent, previous month's house charges (CAM) and utilities.

We want to thank James Dawson for his efforts on the Cannery Property. Thank you everyone for your respect and patience to our staff.

SINCERELY,

PATRICK KOENTGES MANAGING DIRECTOR
BRUCE MILLER MANAGING DIRECTOR

000046

RECEIVED
CITY OF BAKLAND
RENT ARBITRATION PT 30-AM
2019 MAR 12 AM 9:47



Matt Laws [REDACTED]

Cannery Management Update

Matt Laws [REDACTED]

Tue, May 15, 2018 at 3:27 PM

To: annie@greensagemanagement.com

Cc: patrick@greensagemb.com, bruce@greensagemb.com, ken@greensagemb.com

Bcc: [REDACTED]

Hi Annie,

I assume your 10th of the month due date does not apply to reimbursement of utilities and only to payment of rent. Allowing only five days from invoice to get a check to Colorado in the mail is impractical. Not only that, but I would assume most, if not all, the residential contracts state under the "Utilities" section that "Tenant shall pay any reimbursement to Owner within 30 days after Owner sends the statement." Perhaps you want to consider this and clear up your announcement.

Additionally, now that James Dawson is no longer performing management functions, who will be the onsite residential manager going forward? Neither you nor Camerino live on the Cannery property.

Thanks,

Matt

On Tue, May 15, 2018 at 2:48 PM Annie Fedler <annie@greensagemanagement.com> wrote:

Cannery Tenants:

Please read the following letter from Green Sage Management's Managing Partners, Patrick and Bruce. Have a great day!

Annie

T19-0220 MS/EL



CITY OF OAKLAND

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
 250 Frank H. Ogawa Plaza, Ste. 5313
 Oakland, CA 94612-0243
 (510) 238-3721

RECEIVED
 RENT ADJUSTMENT PROGRAM
 2019 MAR 20 PM 3:56

TENANT PETITION

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

Please print legibly

Your Name <i>Dustin Schultz</i>	Rental Address (with zip code) 5707 San Leandro Street, Studio D Oakland, CA 94621 Assessor's Parcel No: 41-3848-13-3	Telephone: <i>612-850-7139</i>
		E-mail: <i>dust@ofdust.in</i>
Your Representative's Name <i>Dustin Schultz</i>	Mailing Address (with zip code) "	Telephone: "
		Email: "
Property Owner(s) name(s) Oakland Cannery Real Estate LLC 5733 SLOCA Partnership KBP Acquisitions Real Estate, LLC	Mailing Address (with zip code) 3600 AMERICAN RIVER DRIVE SUITE 215 SACRAMENTO CA 95864 1137 Bannock Street Denver, CO 80204 1137 Bannock Street Denver, CO 80204	Telephone:
		Email:
Property Manager or Management Co. (if applicable) Green Sage Management LLC	Mailing Address (with zip code) 1137 Bannock Street Denver, CO 80204	Telephone: (720) 612-7739
		Email: info@greensagemb.com

Number of units on the property: 20

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

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

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

	(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
X	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
X	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

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

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

Date you moved into the Unit: 06/01/09 Initial Rent: \$ 1477.00 /Month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>01/29/2019</u>	March 1, 2019	\$ <u>1671.51</u>	\$ <u>1838.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

see additional page attached

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

- Are you being charged for services originally paid by the owner?
Have you lost services originally provided by the owner or have the conditions changed?
Are you claiming any serious problem(s) with the condition of your rental unit?

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Tenant's Signature (with handwritten signature)

3/13/2019
Date

[Empty rectangular box]

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

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

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

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

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



Tenant's Signature

03.13.2019

Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Ste. 5313, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; or through the **RAP Online Petitioning System:** <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. For more information, call: (510) 238-3721.

File Review

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

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

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

Section III Addendum

I am requesting the rent board refer the following Health and Safety Code violation to either the Alameda County District Attorney or the Oakland City Attorney if the Rent Adjustment Program's administrative citation process is not the appropriate enforcement mechanism.

On or about May 15, 2018, Green Sage Management informed tenants that it had relieved our onsite, resident property manager. I have attached that letter. On May 16, 2018, I emailed management inquiring who will be the onsite residential manager going forward. That email is attached. I have received no response. I am informed and believe that at least two other residents of the 5707 and 5733 San Leandro buildings asked Green Sage about the replacement residential manager and received no response.

California Code of Regulations section 42 states that "A manager, janitor, housekeeper, or other responsible person shall reside upon the premises and shall have charge of every apartment house in which there are 16 or more apartments . . . " (25 CCR 42.)

There are 20 residential units on the premises.

Code of Regulations section 72 states that "Any violation of this subchapter or of the Health and Safety Code, Division 13, Part 1.5, commencing with Section 17910 (State Housing Law) shall be subject to the penalties as set forth in Section 17995 of the Health and Safety Code."

Health and Safety Code Section 17995 states:

"Any person who violates any of the provisions of this part, the building standards published in the State Building Standards Code relating to the provisions of this part, or any other rule or regulation promulgated pursuant to the provisions of this part is guilty of a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000) or by imprisonment not exceeding six months, or by both such fine and imprisonment."

It is extremely difficult to calculate the dollar value of an onsite manager with access to all parts of the building, emergency gas and water shut offs, and other services. The loss of convenience of having an onsite manager if you are inadvertently locked out of the building might be worth \$100 a month. Having a someone onsite to shut off gas, water, or reset fuses during an emergency could be priceless.

I am not asking the rent board to award me compensation for the lack of a residential manager. The Health and Safety Code requires an onsite residential manager to ensure the safety of the tenants. This is something that can be addressed during mediation and I request this issue be made part of the mediations.



GREEN SAGE

Green Sage Management, LLC
1137 Bannock Street
Denver, Colorado 80204

May 15, 2018

ALL CANNERY TENANTS
5733 SAN LEANDRO STREET
OAKLAND, CA 94621

Effective Immediately:

All daily residential management and operations will be handled by Green Sage Management staff: Annie Fedler and Camerino Sanchez.

Please direct maintenance requests, invoice questions and other communications to Annie Fedler via email annic@greensagemanagement.com. She will handle all scheduling and authorized access to tenant's property for maintenance work. Maintenance request that requires additional authorization from Green Sage Management will first need to go through Annie. Please allow 24 hours for response time. Maintenance orders will be prioritized with emergency and security items first and everything else follows.

Meter readings for Studio 1-9 please email picture of meter to Annie between the 1st to 3rd of each month. Meter reading for Studio A-I Camerino will take pictures and email to Annie. Invoices will be sent no later than the 5th and due date is on the 10th. Invoices sent out will include current month rent, previous month's house charges (CAM) and utilities.

We want to thank James Dawson for his efforts on the Cannery Property. Thank you everyone for your respect and patience to our staff.

SINCERELY,

PATRICK KOENTGES MANAGING DIRECTOR
BRUCE MILLER MANAGING DIRECTOR

000053



Matt Laws [REDACTED]

Cannery Management Update

Matt Laws [REDACTED]

Tue, May 15, 2018 at 3:27 PM

To: annie@greensagemanagement.com

Cc: patrick@greensagemb.com, bruce@greensagemb.com, ken@greensagemb.com

Bcc: [REDACTED]

Hi Annie,

I assume your 10th of the month due date does not apply to reimbursement of utilities and only to payment of rent. Allowing only five days from invoice to get a check to Colorado in the mail is impractical. Not only that, but I would assume most, if not all, the residential contracts state under the "Utilities" section that "Tenant shall pay any reimbursement to Owner within 30 days after Owner sends the statement." Perhaps you want to consider this and clear up your announcement.

Additionally, now that James Dawson is no longer performing management functions, who will be the onsite residential manager going forward? Neither you nor Camerino live on the Cannery property.

Thanks,

Matt

On Tue, May 15, 2018 at 2:48 PM Annie Fedler <annie@greensagemanagement.com> wrote:

Cannery Tenants:

Please read the following letter from Green Sage Management's Managing Partners, Patrick and Bruce. Have a great day!

Annie

000054

Request for Consolidation with Other Petitions Involving Green Sage Management and Assessor's Parcel No. 41-3848-13-3

Currently, there are approximately 18 petitions pending against Green Sage Management, which are listed under the file name "Monroe v. Green Sage Management, LLC." The property address listed under that file is 5733 San Leandro St, Oakland CA 94621. While my mailing address is 5707 San Leandro Street, 5733 and 5707 are the same building. Both mailing addresses are part of Alameda County Assessor's Parcel Number 41-3848-13-3. There is a mediation scheduled May 7, 2019 and a hearing scheduled May 8, 2019.

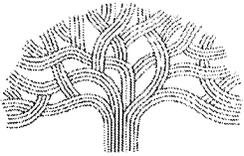
The case numbers for the outstanding petitions involving Green Sage Management are:

T18-0281, T18-0282, T18-0314, T18-0399, T18-0372, T18-0373, T19-0035, T19-0034, T19-0033, T19-0032, T19-0031, T19-0030, T19-0029, T19-0028, T19-0027, T19-0026, T19-0025, and T19-0024

I request that you consolidate this petition with the current outstanding petitions and schedule me for the May 7, 2019 mediation and May 8, 2019 hearing.

000055

T19-0251 MS/EL

 <p>CITY OF OAKLAND</p>	<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721</p>	<p>For date stamp: 2019 APR 10 PM 1:46</p>
	<p><u>TENANT PETITION</u></p>	

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

Please print legibly

Your Name Abigail Baird	Rental Address (with zip code) 5707 San Leandro St. STE G Oakland, CA 94621	Telephone: 505-629-8163
		E-mail: abigail.kineticarts@gmail.com
Your Representative's Name Abigail Baird	Mailing Address (with zip code) 785 7th Street Oakland CA 94621	Telephone: 505-629-8163
		Email: abigail.kineticarts@gmail.com
Property Owner(s) name(s) Oakland Cannery Real Estate LLC 5733 SLOCA Partnership KBP Acquisitions Real Estate, LLC	Mailing Address (with zip code) 3600 American River Drive Suite 215 Sacramento, CA 95864 1137 Bannock St, Denver, CO 80204 1137 Bannock St, Denver, CO 80204	Telephone:
		Email: patric@greensagemb.com bruce@greensagemb.com
Property Manager or Management Co. (if applicable) Green Sage Management, LLC Annie Fedler	Mailing Address (with zip code) 1137 Bannock St Denver, CO 80204	Telephone: 720-612-7739
		Email: annie@greensagemanagement.com

Number of units on the property: 20

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

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.) On January 28th 2019 we received a notice of change in terms of tenancy which was meant to go into affect on March 1st 2019. This document stated that the rent would increase by 10% from \$1804.02 to \$1984.00. It stated that the landlord contends that the until is not subject to OMC 8.22.300 as the unit is commercial and not residential. The past owner and I treated the space as a residential artist studio. On February 15th 2019 I received a letter from the city of Oakland housing and community development department stating that the rent increase was suspended while the petition was pending. This was for a different petition. The case number for that petition is T19-0034

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

	(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
X	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
X	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

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

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

Date you moved into the Unit: October 20th 2014 Initial Rent: \$ \$1700 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
January 28, 2019	March 1st 2019	\$ \$1804.02	\$1984.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

T19-0034

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

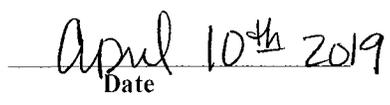
You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

IV. VERIFICATION: The tenant must sign:

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



Tenant's Signature



Date

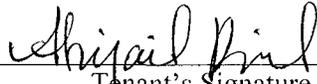
V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

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

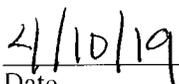
Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program). **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** Rent Board Regulation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

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

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



Tenant's Signature



Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

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

Please Consolidate this petition with case
number T19-0034

For a mediation on May 7th and possible
hearing on May 8th

This petition has also been emailed to
Margaret Sullivan. msullivan@oaklandca.gov

Best,
Abigail Baird
505.629.8163
abigail.kineticarts@gmail.com

NOTICE OF CHANGE IN TERMS OF TENANCY

To: Oshyan Li Greene
Abigail Sirena Baird
And All Occupants In Possession
5707 San Leandro Street, Studio G
Oakland, CA 94621

YOUR TENANCY IN THE PREMISES IS CHANGES AS FOLLOWS:

Unless otherwise provided the change shall take effect thirty (30) days from service of this Notice or on March 1, 2019, whichever is later.

RENT SHALL BE \$1,984.00 PER MONTH

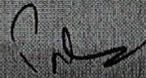
This Notice is given in good faith with no ulterior motive on the grounds the subject residential property is exempt from the Oakland Residential Rent Adjustment Program pursuant to 8.22.030(A)(5), which states as follows:

Dwelling units which were newly constructed and received a certificate of occupancy on or after January 1, 1983 . . .

Additionally, the landlord contends that your unit is not subject to OMC 8.22.300 as your unit is commercial and not residential.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

Dated: January 28, 2019



Patrick Koentges, Managing Director
Green Sage, LLC, Landlord

Contested in Petition Subbverted April 19th

~~Petition~~

Shows landlord contends the unit as
commercial and not residential.

Abigail Baird

4/10/19

Submitted with
petition T19-0034

Loss of Services List for 5707 San Leandro St Unit G

Provided by Renter:

Abigail Baird

505-629-8163

abigail.kineticarts@gmail.com

List of lost housing services or problems:

1. Loss of on sight manager
2. Attempted loss of Parking Spaces
3. Loss of Residential Standing

For this petition 4/10/19

Date of Loss or problem

1. On sight manager - 5/15/18
2. Attempted to take away parking - notified on 7/16/18 to be taken away on 8/15/19
3. On March 1st 2019 we received a notification of rent increase. This notice also stated, The landlord contends that your unit is not subject to OMC 8.22.300 as your unit is commercial and not residential.

When you notified the owner of the problems and calculated dollar value of loss of services or problems.

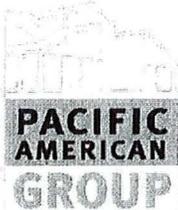
1. I did not personally notified the owner, on 5/21/18 the previous on sight manager, James Dawson emailed the Oakland city council member Kaplan. Document included in petition T19-0034
2. On August 13th the Canary residents sent Green Sage Management a letter notifying them that the request to take away our parking spaces was not legal. Documents included in petition T19-0034
3. Loss of Residential Standing - Green Sage Management has not been notified on my behalf.

Dollar Value of Problem:

1. 10% of rent
2. 12% of rent
3. Invaluable and illegal as I live in my unit

Abigail Baird

000062



104 Caledonia Street • Suite C • Sausalito • California • 94965 | T (415) 331-3838 | F (415) 331-8388

September 25, 2017

Oshyan Greene
Abigail Baird
5707 San Leandro Street, Studio G
Oakland, California 94621

**Re: 5707 San Leandro Street, Oakland, CA
Rent Increase Notification**

Dear Oshyan and Abigail:

Please note that effective November 1, 2017, your rent will be increased by the Oakland Rent Board index rate of 2.3% making your new rent payment **\$1,804.02**. Please annotate your records accordingly. *Increase from previous owner assumed coverage from RAP.*
In addition, please send your payment before the **10th of each month**. After that date, we will begin to enforce the 6% late charge.

Sincerely,

Theron Bullman
Controller

4/10/19

Abigail Baird

Enclosure

The municipal code 8.22.810 listed below proves that Unit G in the Oakland Cannery at 5707 San Leandro St is a residential unit and not a commercial unit as the landlords, Green Sage Management, LLC. are claiming.

City of Oakland Municipal Code 8.22.810

"Rental Unit" means a dwelling space in the City containing a separate bathroom, kitchen, and living area, including a single-family dwelling or unit in a multifamily or multipurpose dwelling, or a unit in a condominium or cooperative housing project, or a unit in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Oakland Municipal Code or Oakland Planning Code, which is hired, rented, or leased to a household within the meaning of California Civil Code Section 1940. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.

000064

ARTIST STUDIO COMMERCIAL LEASE--RENTAL AGREEMENT

PACIFIC AMERICAN MANAGEMENT (PAMCO), LLC, ("Owner"), hereby acknowledges that Owner has received from OSHYAN LI GREENE and ABIGAIL SIRENA BAIRD ("Tenant"), the sum of \$3,355.68 (Three Thousand Three Hundred Fifty Five dollars and 68/100), in the form of [] personal check [X] cashier's check [] cash, as deposit which, upon acceptance of this lease-rental agreement, shall belong to Owner and shall be applied as follows:

First month rent (10/20/14-10/31/14)	\$ 670.68
Security deposit	\$2,550.00
Credit check fee (2 @ \$30 ea) ...	\$ 60.00
Other (Garage opener deposit) ...	<u>\$ 75.00</u>
	\$3,355.68

The security deposit which, upon Owner's signature and acceptance of this lease-rental agreement ("Lease"), shall be held by Owner in accordance with Section 18 below.

Tenant hereby offers to lease from Owner the premises situated in the City of Oakland, County of Alameda, State of California, described as Artist Studio which include one garage space located at the "Oakland Cannery" _5707 San Leandro Street, Studio G, upon the following TERMS and CONDITIONS:

1. **TERM:** The term will commence on October 20, 2014, and continue (check one of the two following alternatives):
 LEASE until October 31, 2015, for a total rent of \$21,070.68.
 RENTAL on a month-to-month basis, until either party terminates this Lease by giving the other party 30 days notice.
2. **RENT:** Rent will be \$1,700.00, per month, payable in advance on the 1st day of each calendar month to Owner or Owner's authorized agent, at the following address: PAMCO, LLC, 104 Caledonia St., Ste. C, Sausalito, California 94965, or at such other place as may be designated by Owner from time to time. On November 1, 2015, the rent shall be increased by the increase during the previous year in the Consumer Price Index (CPI) (All Urban Consumers-All Items) for the Bay Area. In the event rent is not received by owner in full within 10 days after due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a late charge in an amount equal to 6% of the monthly rent due. Tenant further agrees to pay \$25.00 for each dishonored bank check. All late fees and returned check fees will be considered additional rent. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due and to collect interest on such rent. Any unpaid balance, including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
3. **USE:** The premises are to be used only by Tenant and only as an artist's studio, and not by any other person on any regular basis and not for any other purpose without the prior written agreement of Owner. However, Tenant may elect to live in the studio to the extent permitted by City zoning and other requirements. If Tenant so elects, the following will apply.
 - a. Only the named Tenant(s), and not any other person, may live in the premises. As agreed between Landlord and Tenant the premises are to be used only as a private residence for not more than 2 person(s) and for no other purpose without the prior written consent of Owner. No substitute or additional occupant, whether a boarder, lodger, roommate or other person, is permitted without Owner's prior written agreement. Tenant may have a guest on the premises for not more than seven (7) consecutive days during any one stay or a total of thirty (30) days in a calendar year, and no more than one (1) guest(s) at any one time. Any guest whose stay exceeds the specified limits, or any substituted or additional occupant without Owner's prior written consent, is not a tenant of the premises, and will be subject to eviction by Landlord under legal process without prior service of notice to quit or other termination notice. Without limiting the generality of Section 21 below, acceptance of rent by Owner shall not operate as a waiver or otherwise prevent

Owner harmless from and against any claim, demand or liability arising out of the premises no matter how or by who caused or, if caused by Tenant, its agents, licensees or invitees, arising out of the remainder of the property, unless (in either case) arising out of Owner's reckless disregard or intentional misconduct.

10. POSSESSION: If Owner is unable to deliver possession of the premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within N/A days of the commencement of the term.

11. UTILITIES: Tenant agrees that he shall be responsible for payment of, or reimbursement to Owner of the cost of, all utilities delivered to the premises, including water, gas, electricity, heat, house fee and other services. Electric will be billed on a monthly basis based on the usage of your unit. The gas, water and garbage will be a flat fee of \$96.00 per month on your utility statement. Tenant shall pay any reimbursement to Owner within 30 days after Owner sends the statement. Tenant recognizes that the heat to the premises provided by Owner may not be adequate, and agrees to provide such additional heat as Tenant may desire.

12. SIGNS: Owner reserves the exclusive right to signage on the roof, side and rear walls of the premises. Tenant shall not construct any projecting sign or awning without the prior written consent of Owner.

13. ABANDONMENT OF PREMISES: Tenant shall not vacate or abandon the premises at any time during the term. If Tenant shall abandon or vacate the premises while in default in the payment of rent, or be dispossessed by process of law or otherwise, Owner may elect to consider any property left upon the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event Owner reasonably believes that such abandoned property has no value, such property may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.

14. TRADE FIXTURES: Any and all improvements made to the premises during the term shall belong to the Owner, except trade fixtures of the Tenant and such improvements as Owner may, by notice to Tenant prior to expiration or earlier termination, require Tenant to remove. Tenant shall, prior to expiration of the term or earlier termination of this Lease, remove such Tenant improvements as Owner may designate for removal and all Tenant's trade fixtures, and repair or pay for all repairs of damage to the premises occasioned by the removal.

15. DESTRUCTION OF PREMISES: In the event of a partial destruction of the premises from any cause during the term, Owner shall forthwith repair the same, if such repairs can be made within sixty (60) days under existing governmental laws and regulations. Such partial destruction shall not terminate this Lease. Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Tenant on the premises. If such repairs cannot be made within such sixty (60) days, Owner, at Owner's option, may elect to make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, failing which election this Lease may be terminated: by Tenant, by written notice within 30 days after Owner's election not to make the repairs; or by Owner, by written notice to Tenant at any time.

In the event that the building in which the demised premises may be situated is destroyed to the extent of 10% or more of the cost of replacing the destroyed and damaged portions, Owner may elect to terminate this Lease, whether the demised premises are damaged or not. A total destruction of the building in which the premises are situated shall terminate this Lease.

16. HAZARDOUS MATERIALS: Tenant shall not use, store, or dispose of any hazardous substance on the premises, except use and storage of such substances if they are customarily used in Tenant's business, Tenant has first obtained all required permits, and such use and storage complies with all environmental laws. Hazardous substance means any hazardous waste, substance or toxic material regulated under any environmental law or regulation applicable to the property.

- 22. NOTICES:** Any notice which either party may or is required to give shall be given in writing and may be given personally or by mailing the same, postage prepaid, to Tenant at the premises, or Owner at the address shown below, or at such other places as may be designated by the parties from time to time, and shall be deemed effective on the first to occur of personal delivery, 5 days after mailing, or when receipt is acknowledged in writing.
- 23. HOLDING OVER:** Any holding over after the expiration of this Lease with the consent of Owner shall be construed as a month-to-month tenancy at a rent of \$1,750.00 per month payable in advance and otherwise on all the terms of this Lease, as applicable, until either party terminates the same by giving the other party 30 days written notice.
- 24. TIME:** Time is of the essence of this Lease.
- 25. HEIRS, ASSIGNS, SUCCESSORS:** Subject to Section 5, this Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
- 26. LESSOR'S LIABILITY:** The term "Owner", as used in this Section 26, shall mean only the owner of the real property of which the premises are a part or of a tenant's interest in a ground lease of such real property. In the event of any transfer of such Owner's title or interest in such property or ground lease, such Owner (or the grantor in case of any subsequent transfer) shall be relieved of all liability related to Owner's obligations to be performed after such transfer. However, any Tenant security deposit in the hands of such Owner or grantor at the time of such transfer shall be delivered to the grantee. The obligations of Owner under this Lease shall be binding upon Owner's successors and assigns only during their respective periods of ownership.
- 27. ANIMALS:** No animals shall be brought on the premises without the prior written consent of Owner.
- 28. HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution of this Lease, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have water-filled furniture on the premises without prior written consent of the Owner.
- 29. FAIR HOUSING.** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, marital status, sexual orientation, national origin, ancestry, familial status, age or disability.
- 30. NO BARBECUES:** Barbecues and open grilles are not permitted on the rooftops under any circumstances.
- 31. ROOF:** Absolutely no walking on the rooftops. Roof access is strictly limited to emergency access only, otherwise prohibited.
- 32. INSURANCE:** Tenant understands that Owner's insurance does not cover Tenant's personal property. During the term Tenant shall maintain in effect a tenant's policy of insurance on the premises, including liability insurance coverage of at least \$100,000 per occurrence with a deductible not in excess of \$1,000. Such insurance shall name as additional insureds Owner and the officers, employees, agents and contractors of Owner, shall waive the insurer's subrogation rights against the additional insureds, and shall be issued by an insurance carrier with a Best's rating of A:VII or better. Concurrently with execution of this Lease, Tenant shall furnish Owner with a copy of a certificate of insurance and of endorsements to the policy indicating Tenant's compliance with the preceding, and upon request of Owner, with a copy of the policy or such other evidence of the insurance coverage as Owner shall reasonably request. To the maximum extent permitted by the insurance policies owned by the parties, but only to the extent of actual insurance coverage, Owner and Tenant waive any and all rights of subrogation against each other that may exist. Tenant acknowledges that Owner strongly recommends higher and greater coverage than that required by the preceding provisions of this Section 32.
- 33. MULTIPLE OCCUPANCY.** The relationship between Owner and Tenant is one of landlord and tenant, and not one of partnership, trust, joint venture or other fiduciary relationship. Without modifying Section 3(a) or Section 5, if there is more



CITY OF OAKLAND

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

For date stamp: 2018 APR 18 PM 1:30
**PROPERTY OWNER
RESPONSE**

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

CASE NUMBER T18 - 0372

Your Name Green Sage Management	Complete Address (with zip code) 1137 Bannock Street Denver, CO 80204	Telephone: (303) 435 - 0064 Email: patrick@greensagemb.com
Your Representative's Name (if any) Timothy A. Larsen, Attorney at Law	Complete Address (with zip code) 717 Washington Street Oakland, CA 94607	Telephone: (510) 238 - 9333 Email: tlarsenlaw@gmail.com
Tenant(s) Name(s) Brett Amory	Complete Address (with zip code) 5707 San Leandro St. Apt A Oakland, CA 94621	
Property Address (If the property has more than one address, list all addresses) 5707 San Leandro Street, Oakland, CA 94621		Total number of units on property 9

Have you paid for your Oakland Business License? Yes No Lic. Number: 00206270
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

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

Date on which you acquired the building: 9 / 23 / 17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent

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

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

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

If you are justifying additional contested increases, please attach a separate sheet.

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

The tenant moved into the rental unit on 3/1/2013.

The tenant's initial rent including all services provided was: \$ 1600.00 / month.

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

If yes, on what date was the Notice first given? No date given. Based on tenant's petition.

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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



Property Owner's Signature

4.17.19

Date

IMPORTANT INFORMATION:

Time to File

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

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

ARTIST STUDIO COMMERCIAL LEASE--RENTAL AGREEMENT

PACIFIC AMERICAN MANAGEMENT (PAMCO), LLC, ("Owner"), hereby acknowledges that Owner has received from BRETT STEVEN AMORY ("Tenant"), the sum of \$3,700.00 (Three Thousand Seven Hundred dollars and no/100), in the form of [] personal check [X] cashier's check [] cash, as deposit which, upon acceptance of this lease-rental agreement, shall belong to Owner and shall be applied as follows:

First month rent (3/1/12-3/31/12)	\$1,450.00
Security deposit.....	\$2,175.00
Credit check fee (1 @ \$30 ea)....	\$ --paid--
Other (Garage opener deposit)...	<u>\$ 75.00</u>
	\$3,700.00

The security deposit which, upon Owner's signature and acceptance of this lease-rental agreement ("Lease"), shall be held by Owner in accordance with Section 18 below.

Tenant hereby offers to lease from Owner the premises situated in the City of Oakland, County of Alameda, State of California, described as Artist Studio which includes one garage space located at the "Oakland Cannery" 5707 San Leandro Street, Studio A, upon the following TERMS and CONDITIONS:

1. **TERM:** The term will commence on March 1, 2012, and continue (check one of the two following alternatives):
 LEASE until February 28, 2013, for a total rent of \$17,400.00.
 RENTAL on a month-to-month basis, until either party terminates this Lease by giving the other party 30 days notice.
2. **RENT:** Rent will be \$1,450.00, per month, payable in advance on the 1st day of each calendar month to Owner or Owner's authorized agent, at the following address: PAMCO, LLC, 104 Caledonia St., Ste. C, Sausalito, California 94965, or at such other place as may be designated by Owner from time to time. On March 1, 2013, the rent shall be increased by the increase during the previous year in the Consumer Price Index (CPI) (All Urban Consumers-All Items) for the Bay Area. In the event rent is not received by owner in full within 10 days after due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a late charge in an amount equal to 6% of the monthly rent due. Tenant further agrees to pay \$25.00 for each dishonored bank check. All late fees and returned check fees will be considered additional rent. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due and to collect interest on such rent. Any unpaid balance, including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
3. **USE:** The premises are to be used only by Tenant and only as an artist's studio, and not by any other person on any regular basis and not for any other purpose without the prior written agreement of Owner. However, Tenant may elect to live in the studio to the extent permitted by City zoning and other requirements. If Tenant so elects, the following will apply.

a. Only the named Tenant(s), and not any other person, may live in the premises. As agreed between Landlord and Tenant the premises are to be used only as a private residence for not more than 1 person(s) and for no other purpose without the prior written consent of Owner. The premises shall be occupied only by the following named person(s):

BRETT STEVEN AMORY *bsa*

No substitute or additional occupant, whether a boarder, lodger, roommate or other person, is permitted without Owner's prior written agreement. Tenant may have a guest on the premises for not more than seven (7) consecutive days during any one stay or a total of thirty (30) days in a calendar year, and no more than one (1) guest(s) at any one time. Any guest whose stay exceeds the specified limits, or any substituted or additional occupant without Owner's prior written consent, is

not a tenant of the premises, and will be subject to eviction by Landlord under legal process without prior service of notice to quit or other termination notice. Without limiting the generality of Section 21 below, acceptance of rent by Owner shall not operate as a waiver or otherwise prevent enforcement of the preceding provisions of this Section or of Section 5 (prohibiting sublease or assignment without prior written consent).

b. Tenant understands and accepts that the premises are part of an industrial building intended for industrial and commercial uses, and that as such the premises will not comply with normal residential housing standards. For example, the building will not provide adequate heat to the premises, the roof may leak, and there may be other shortcomings. By electing to live in the premises, which are being rented as an artist's studio and not as residential housing, Tenant waives all claims of lack of habitability.

4. USES PROHIBITED: Tenant shall not use any portion of the premises for purposes other than those specified in Section 3 above. Tenant shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building or of any neighbor. Tenant shall not use the premises for any unlawful purpose including, but not limited to, using, storing or selling prohibited drugs. No use shall be made or permitted to be made of the premises, nor any act done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering such property. Tenant shall not conduct or permit any sale by auction on the premises.

5. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or sublet any portion of the premises without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any such assignment or subletting without such consent shall be void; in addition to all other remedies, Owner may elect by written notice to Tenant to terminate this Lease.

6. ORDINANCES AND STATUTES: Tenant shall comply with all laws pertaining to the premises, including all statutes, ordinances and requirements of all municipal, state and federal authorities, now in force or which may hereafter be in force. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Owner, be deemed a breach of this Lease.

7. MAINTENANCE, REPAIRS, ALTERATIONS: Tenant acknowledges that the premises are in good order and repair and clean and sanitary condition, unless otherwise indicated in this Lease. Tenant shall, at Tenant's own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises. Tenant shall be responsible for any damage caused by Tenant (or by Tenant's family, licensees, guests and invitees) to the premises, to the electrical, plumbing, telephone and other systems of the building of which the premises are a part, to the remainder of the building, to other improvements or to the property of which the premises are a part. Tenant shall surrender the premises upon expiration or earlier termination of the term, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for all repairs required, excepting the following, which shall be maintained by Owner unless caused by Tenant or Tenant alterations: roof, exterior walls, structural foundations, existing plumbing and existing electrical wiring.

No improvement or alteration of the premises shall be made without the prior written consent of the Owner. Prior to the commencement of any substantial repair, improvement, or alteration, Tenant shall give Owner at least five (5) days written notice in order that Owner may post appropriate notices to avoid any liability for liens.

8. ENTRY AND INSPECTION: Tenant shall permit Owner or Owner's agents to enter upon the premises at reasonable times and upon reasonable notice, for repairs, inspections, and other reasonable purposes. For 60 days prior to the expiration or earlier termination of the term, Owner may post on and about the premises "To Let" and "For Lease" signs. During such 60 days, Tenant shall permit inspections of the premises by prospective tenants and their accompanying individuals.

9. **INDEMNIFICATION OF LESSOR:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on any part of the demised premises or on the property of which the premises are a part, except those arising out of Owner's reckless disregard or intentional misconduct. Tenant agrees to indemnify, defend, and hold Owner harmless from and against any claim, demand or liability arising out of the premises no matter how or by who caused or, if caused by Tenant, its agents, licensees or invitees, arising out of the remainder of the property, unless (in either case) arising out of Owner's reckless disregard or intentional misconduct.

10. **POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within N/A days of the commencement of the term.

11. **UTILITIES:** Tenant agrees that he shall be responsible for payment of, or reimbursement to Owner of the cost of, all utilities delivered to the premises, including water, gas, electricity, heat, house fee and other services. Electric will be billed on a monthly basis based on the usage of your unit. The gas, water and garbage will be a flat fee of \$75.00 per month on your utility statement. Tenant shall pay any reimbursement to Owner within 30 days after Owner sends the statement. Tenant recognizes that the heat to the premises provided by Owner may not be adequate, and agrees to provide such additional heat as Tenant may desire.

12. **SIGNS:** Owner reserves the exclusive right to signage on the roof, side and rear walls of the premises. Tenant shall not construct any projecting sign or awning without the prior written consent of Owner.

13. **ABANDONMENT OF PREMISES:** Tenant shall not vacate or abandon the premises at any time during the term. If Tenant shall abandon or vacate the premises while in default in the payment of rent, or be dispossessed by process of law or otherwise, Owner may elect to consider any property left upon the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event Owner reasonably believes that such abandoned property has no value, such property may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.

14. **TRADE FIXTURES:** Any and all improvements made to the premises during the term shall belong to the Owner, except trade fixtures of the Tenant and such improvements as Owner may, by notice to Tenant prior to expiration or earlier termination, require Tenant to remove. Tenant shall, prior to expiration of the term or earlier termination of this Lease, remove such Tenant improvements as Owner may designate for removal and all Tenant's trade fixtures, and repair or pay for all repairs of damage to the premises occasioned by the removal.

15. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises from any cause during the term, Owner shall forthwith repair the same, if such repairs can be made within sixty (60) days under existing governmental laws and regulations. Such partial destruction shall not terminate this Lease. Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Tenant on the premises. If such repairs cannot be made within such sixty (60) days, Owner, at Owner's option, may elect to make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, failing which election this Lease may be terminated: by Tenant, by written notice within 30 days after Owner's election not to make the repairs; or by Owner, by written notice to Tenant at any time.

In the event that the building in which the demised premises may be situated is destroyed to the extent of 10% or more of the cost of replacing the destroyed and damaged portions, Owner may elect to terminate this Lease, whether the demised premises are damaged or not. A total destruction of the building in which the premises are situated shall terminate this Lease.

16. HAZARDOUS MATERIALS: Tenant shall not use, store, or dispose of any hazardous substance on the premises, except use and storage of such substances if they are customarily used in Tenant's business, Tenant has first obtained all required permits, and such use and storage complies with all environmental laws. Hazardous substance means any hazardous waste, substance or toxic material regulated under any environmental law or regulation applicable to the property. Tenant shall indemnify, defend and hold harmless Owner from and against all hazardous substances on or about the premises caused by Tenant or any third person during the term, any prior term of Tenant or any one or more persons comprising or owning Tenant, or any possession of the premises by Tenant. This indemnity and that in Section 9 above shall survive expiration of the term and any termination of this Lease.

17. REMEDIES OF OWNER ON DEFAULT: If Tenant fails to pay rent when due, or to perform any provision of this Lease, after not less than 3 days written notice of such default given in the manner required by law, Owner may, at Owner's option, terminate this Lease and all rights of Tenant, unless Tenant, within such time, cures such default.

In the event of a default by Tenant, Owner may elect to terminate all of Tenant's rights and recover from Tenant: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Owner for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under the Lease or which in the ordinary course of things would be likely to result from such a failure to perform.

Owner may, in the alternative, continue this Lease in effect, as long as Owner does not terminate Tenant's right to possession, and Owner may enforce all Owner's rights and remedies under this Lease, including the right to recover the rent as it becomes due under the Lease. If such breach of Lease continues, Owner may, at any time thereafter, elect to terminate the Lease pursuant to the preceding paragraph(s).

Nothing contained in this Section 17 or in this Lease shall be deemed to limit any other rights or remedies which Owner may have.

18. SECURITY: The security deposit set forth in this Lease, if any, shall secure the performance of the Tenant's obligations under this Lease. Owner may, but shall not be obligated to, apply all or portions of such deposit to payment of Tenant's obligations under this Lease, and may hold such deposit commingled with other funds. Any balance remaining upon termination shall be returned to Tenant at such address as Tenant may provide (failing which the address shall be the Premises), together with an accounting of any disbursements, no later than three weeks after Tenant returns the keys and vacates the premises or earlier if required by law. Tenant may not apply the security deposit to the payment of the last (or any other) month's rent. No interest will be paid to Tenant on account of the security deposit, unless required by local ordinance.

19. DEPOSIT REFUNDS: The balance of all deposits shall be refunded within three weeks from the date possession is delivered to Owner or his authorized Agent, together with a statement showing any charges made against such deposits by Owner.

20. ATTORNEY'S FEES: In the event that Owner is required to employ an attorney to enforce the terms and conditions of this Lease or to recover possession of the premises from Tenant, Tenant shall pay to Owner the reasonable attorneys fees and other expenses incurred by Owner, whether or not a legal action is filed or a judgment is obtained.

21. WAIVER, ETC: No failure of Owner to enforce any portion of this Lease shall be deemed to be a waiver. The acceptance of rent by Owner will not waive Owner's right to enforce any provision of this Lease. If any clause or other

portion, of this Lease is determined invalid or unenforceable for any reason by an arbitrator or court of competent jurisdiction, then such portion shall be deemed severed to the extent of the invalidity or unenforceability, and the remainder of this Lease shall remain in effect.

22. NOTICES: Any notice which either party may or is required to give shall be given in writing and may be given personally or by mailing the same, postage prepaid, to Tenant at the premises, or Owner at the address shown below, or at such other places as may be designated by the parties from time to time, and shall be deemed effective on the first to occur of personal delivery, 5 days after mailing, or when receipt is acknowledged in writing.

23. HOLDING OVER: Any holding over after the expiration of this Lease with the consent of Owner shall be construed as a month-to-month tenancy at a rent of \$1,500.00 per month payable in advance and otherwise on all the terms of this Lease, as applicable, until either party terminates the same by giving the other party 30 days written notice.

24. TIME: Time is of the essence of this Lease.

25. HEIRS, ASSIGNS, SUCCESSORS: Subject to Section 5, this Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

26. LESSOR'S LIABILITY: The term "Owner", as used in this Section 26, shall mean only the owner of the real property of which the premises are a part or of a tenant's interest in a ground lease of such real property. In the event of any transfer of such Owner's title or interest in such property or ground lease, such Owner (or the grantor in case of any subsequent transfer) shall be relieved of all liability related to Owner's obligations to be performed after such transfer. However, any Tenant security deposit in the hands of such Owner or grantor at the time of such transfer shall be delivered to the grantee. The obligations of Owner under this Lease shall be binding upon Owner's successors and assigns only during their respective periods of ownership.

27. ANIMALS: No animals shall be brought on the premises without the prior written consent of Owner.

28. HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution of this Lease, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have water-filled furniture on the premises without prior written consent of the Owner.

29. FAIR HOUSING. Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, marital status, sexual orientation, national origin, ancestry, familial status, age or disability.

30. NO BARBECUES: Barbecues and open grilles are not permitted on the rooftops under any circumstances.

31. ROOF: Absolutely no walking on the rooftops. Roof access is strictly limited to emergency access only, otherwise prohibited.

32. INSURANCE: Tenant understands that Owner's insurance does not cover Tenant's personal property. During the term Tenant shall maintain in effect a tenant's policy of insurance on the premises, including liability insurance coverage of at least \$100,000 per occurrence with a deductible not in excess of \$1,000. Such insurance shall name as additional insureds Owner and the officers, employees, agents and contractors of Owner, shall waive the insurer's subrogation rights against the additional insureds, and shall be issued by an insurance carrier with a Best's rating of A:VII or better. Concurrently with execution of this Lease, Tenant shall furnish Owner with a copy of a certificate of insurance and of endorsements to the policy indicating Tenant's compliance with the preceding, and upon request of Owner, with a copy of the policy or such other evidence of the insurance coverage as Owner shall reasonably request. To the maximum extent permitted by the insurance policies owned by the parties, but only to the extent of actual insurance coverage, Owner and

Tenant waive any and all rights of subrogation against each other that may exist. Tenant acknowledges that Owner strongly recommends higher and greater coverage than that required by the preceding provisions of this Section 32.

33. MULTIPLE OCCUPANCY. The relationship between Owner and Tenant is one of landlord and tenant, and not one of partnership, trust, joint venture or other fiduciary relationship. Without modifying Section 3(a) or Section 5, if there is more than one named Tenant, the named Tenants are jointly and severally responsible for payment of rent and performance of the Tenant's other obligations under this Lease.

34. STATEMENT OF DISCLOSURE. Your live-work units are located in a commercial and industrial character of the City of Oakland. Tenant to accept the potential of the uses in the area could result certain off-site impacts at higher levels than would be expected in residential areas. You may only engage in the activities determined by the relevant City of Oakland General Plan and Zoning Designation.

35. OAKLAND BUSINESS TAX CERTIFICATE. Tenant shall apply for and maintain a valid City of Oakland Business Tax Certificate for a business.

36. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. The following addendum and exhibits, if checked, have been made a part of this Lease before the parties' execution:

Addendum.

Exhibit A: Lease-Based Paint Disclosure (required by law for rental property built prior to 1978)

Exhibit B: The Oakland Cannery House Rules and Regulations.

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.

The undersigned Tenant hereby enters into this Lease, and acknowledges receipt of a copy of this Lease.

Dated: 02/12/12


BRETT STEVEN AMORY
Tenant

ACCEPTANCE:

Dated: 02/12/12


THERON BULLMAN
Agent for Owner
PACIFIC AMERICAN MANAGEMENT (PAMCO), LLC
Address for notices: 104 Caledonia St., Ste. C, Sausalito, CA 94965

TARGET HOUSING RENTAL/LEASE AGREEMENT ADDENDUM Page 8
DISCLOSURE OF INFORMATION ON of agreement
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS **EXHIBIT A**

Resident is renting from Owner/Agent the premises located at:

5707 SAN LEANDRO ST , Unit #(if applicable) A
(Street Address)
OAKLAND , CA 94621
(City) (Zip)

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))**

Owner's Disclosure or Agent* acting on behalf of Owner (Initial)

[Handwritten Initials]

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

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

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

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

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

Agent's* Acknowledgment (Initial)

*The term Agent is defined as any party who enters into a contract with the Owner, including anyone who enters into a contract with a representative of the Owner for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Owner or the property management company.

(c) Agent has informed the Owner of his/her obligations under 42 U.S.C. 4852d, and the Agent is aware of his/her responsibility to ensure compliance.

Lessee's Acknowledgment (initial)

(d) Lessee has received copies of all information listed above.

(e) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Certification of Accuracy

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

<u>2/21/12</u> Date	<i>[Signature]</i> Owner/Agent
<u>2/21/12</u> Date	<i>[Signature]</i> Lessee
<u> </u> Date	<u> </u> Lessee



THE OAKLAND CANNERY HOUSE RULES AND REGULATIONS

In order to protect your safety, comfort and privacy as well as that of your neighbors, we ask that you please read and abide by the following rules during your residency at the Oakland Cannery studios.

1. Emergency Telephone Numbers:

Manager JAMES DAWSON, STUDIO #4 (5733 SAN LEANDRO ENTRANCE) Telephone # (510) 599-4573

2. Conduct:

All activities and conduct of Residents, their family, children and guests, in and around the premises and common areas must be reasonable and not interfere with the peace, comfort and quiet enjoyment of other residents.

3. Noise:

Residents, their family, children and guests will respect the peace, comfort and quiet enjoyment of other residents. Musical instruments, radio, television sets, stereos, etc., should be played only during reasonable hours, normally 10 a.m. to 10 p.m. and at a reasonable volume.

4. Parking:

Park only in your designated space. (Cars parked in unauthorized areas will be towed.) It is the Resident's responsibility to inform guests to park on the street. No car repairs and washing are allowed. (Abandoned or inoperable vehicles will be towed away.) Do not let your vehicle warm up in the garage. No smoking allowed in the garage area.

5. Garbage:

Wrap all wet garbage before placing in the appropriate containers. Boxes should be crushed and stacked neatly in the corner. Residents are expected to keep the garbage areas clean and free of litter.

6. Laundry Room:

The laundry room hours from 8:00 a.m. to 9:00 p.m. Report any malfunction of the equipment to the Management or Laundry Repair Service whose numbers are listed above. The laundry room equipment is to be used only for washing and drying the usual personal and household items. Do not use flammable cleaning solutions or dye clothing in the washing machines. Children are not allowed in the laundry unless accompanied by an adult.

Management shall not be responsible for lost or stolen articles. Do not leave clothes unattended; others may remove them when machines have completed their cycles.

Please keep laundry room clean. Clean out lint in the dryers. Use the garbage can to dispose of lint, empty detergent boxes, etc. Kindly wipe up any spilled detergent immediately.

No smoking or children playing permitted in the laundry room.

7. Maintenance:

Contact the Management for repairs or maintenance at the number listed above between 9 a.m. and 6 p.m. Monday through Friday. Emergency calls will be handled promptly. Residents will be charged for repairs or maintenance for damages caused by Resident's neglect or abuse of the property.

8. Alterations and Locks:

Please check with Management for acceptable methods of hanging pictures, posters, lamps, plants, etc. so as to avoid excessive damage to walls and ceilings. Painting, staining, wallpapering or changing or replacing locks will not be done without the prior written permission of the Management. Management will retain a passkey to all premises for emergency purposes.

9. Signs:

No signs, signals or advertisements shall be affixed to any part of the premises which can be seen by the general public. Exterior installation of television or radio aerials must also first receive written permission from Management.

10. Windows:

No venetian blinds, awnings, draw shades, curtains or drapes will be installed on exterior windows without the prior written permission of the Management. Resident will close all doors and windows when necessary to avoid possible damage from storm, rain or other elements, and will be responsible for all damage resulting from failure to do so. Resident will replace any broken glass or PAMCO will replace at a cost of \$100.00 / pane.

11. Electric Light Bulbs:

Each rental unit is completely furnished with light bulbs at the time the Resident takes possession. It is the Resident's responsibility to replace them thereafter.

12. Roof:

The roof access is restricted. Walking on the roof area is strictly prohibited. Neither BBQ, plant, chairs nor storage allowed on the roof area. No smoking on the roof is allowed at any time.

13. Storage:

Bicycles, toys and other personal effects are to be stored in the areas provided and are not to be left in the common areas of the premises or on balconies or patios. No gasoline, paint or other flammable materials will be stored on the premises. Management is not responsible for any

loss or damage of any kind to Resident's belongings left in the storage rooms, lockers, or common areas. Use of the storage rooms or lockers, if available, is voluntary and at the Resident's risk.

14. Furniture Moving:

Resident will notify the Management one business day in advance of any intention to move furniture or bulky articles into or out of the premises.

15. Improper Use of Appliances/Plumbing Fixtures:

Residents shall be responsible for the cost of repairing any appliance or plumbing fixture damaged by their improper use. Do not put objects such as metal, hairpins, utensils, fibrous foods, such as artichoke leaves, cigarette butts, tin foil, etc. into garbage disposal, drains or toilets. Always run cold water while using the garbage disposal. NEVER run the disposal without water running.

16. Keys and Locks:

Residents should take care not to lock themselves out of their apartments. Lock out assistance is provided as a courtesy. Repeat offenders may be subject to a \$10.00 charge after the second time. Residents shall not install any special locks requiring extra keys. Door chains are not safe, and are strongly not recommended. Children will not be admitted to homes by the management when parents are absent. If you wish to provide extra security measures, please contact Management first. Lost keys requiring replacement shall cost \$5.00 each.

17. House Policy Modifications:

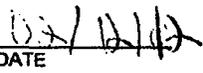
Management reserves the right, upon thirty (30) days written notice to Resident, to make such further reasonable rules and policies as in its judgment may, from time to time, be needed for the safety, care, cleanliness, protection and preservation of good order therein.



THERON BULLMAN
AGENT FOR OWNER



BRETT STEVEN AMORY
TENANT



DATE

BY 

TITLE DATE

Bank of America 

Cashier's Check

No. 434615828

Notice to Purchaser: In the event this check is lost, misplaced or stolen, a stop statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Date: FEBRUARY 13, 2012 1-25/1210
NCA

Banking Center
ROCKRIDGE

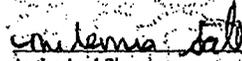
0000560 00003 0004615828

REMITTER (PURCHASED BY)
BRETT AMORY

\$ **3700.00**

Pay ****THREE THOUSAND SEVEN HUNDRED DOLLARS AND 00 CENTS****

To The Order Of ****PACIFIC AMERICAN MANAGEMENT LLC (PAMCO)****


Authorized Signature

Bank of America, N.A.
San Francisco, CA

VOID AFTER 90 DAYS

⑈ 434615828 ⑆ ⑆ 121000358 ⑆ 13970⑈85076 ⑆

■ THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK ■

000081

LEASE AMENDMENT NO. 1

1. Existing Lease:
 - a. Original Lease: Artist Studio Commercial Lease—Rental Agreement dated February 10, 2012.
 - b. Prior Amendments (if any): N/A
2. Landlord (Lessor/Owner): Pacific American Management (PAMCO), LLC.
3. Tenant (Lessee): Brett Steven Amory.
4. Premises Address: 5707 San Leandro Street, Studio A, Oakland, CA 94621.
5. Date of this Amendment (for purposes of reference only): August 9, 2012.

This is an amendment (this "Amendment") to the Existing Lease between Landlord and Tenant. Such Existing Lease, Landlord and Tenant are those set forth above.

Landlord and Tenant agree as follows.

1. Matthew Warren Waggle named as Co-Tenant as of August 1, 2012.
2. Except as modified above, the Existing Lease remains in full force and effect. This Amendment shall prevail over anything to the contrary in the Existing Lease, but in all other respects the Existing Lease and this Amendment shall be construed together as one and the same agreement.

Landlord

Pacific American Management
(PAMCO), LLC

By: [Signature]
Name Printed: Theron Bullman
Title: Property Manager
duly authorized signer

Signature date: 10/31/12

Tenant

Brett Steven Amory

By: [Signature]
Name Printed: Brett Amory

Signature date: 10/31/12

Tenant

Matthew Warren Waggle

By: [Signature]
Name Printed: Matt Waggle

Signature date: 10/31/12

PROOF OF SERVICE
Case Number T18-0372

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.

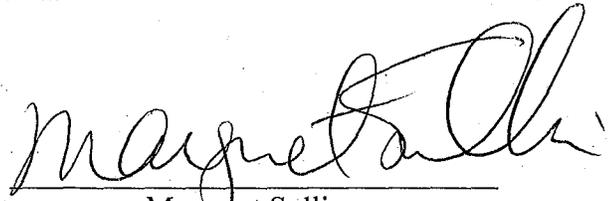
Today, I served the attached **PROPERTY OWNER RESPONSE in the above-referenced case** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Tenant:

Brett Amory
5707 San Leandro St., Apt. A
Oakland, CA 94621

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 1, 2019** in Oakland, California.



Margaret Sullivan
Oakland Rent Adjustment Program

000083

PROOF OF SERVICE

Case Numbers: T18-0372, T19-0024, T19-0025, T19-0027, T19-0028, T19-0029, T19-0030, T19-0031, T19-0032, T19-0033, T19-0034, T19-0035

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.

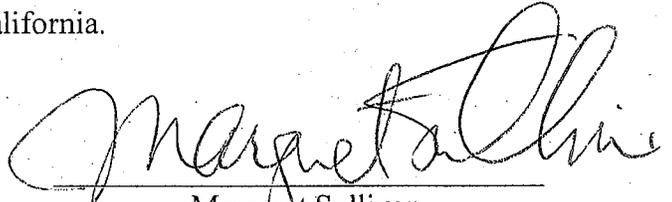
Today, I served the attached **PROPERTY OWNER RESPONSES in the above-referenced cases** by placing a true copy of each in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Tenant Representative

Lilac Law Group, Attn: Jennifer Willis
505 14th Street, Ste. 900
Oakland, CA 94612

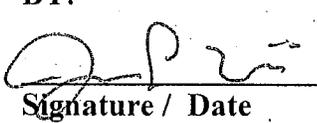
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 2, 2019** in Oakland, California.

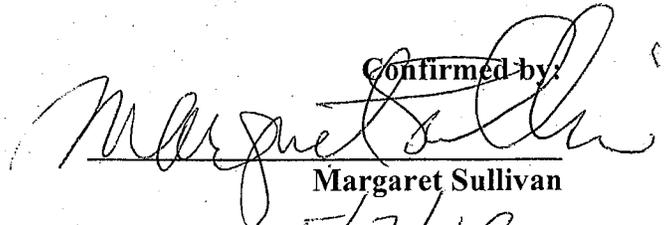

Margaret Sullivan
Oakland Rent Adjustment Program

COURTESY COPIES RECEIVED BY HAND

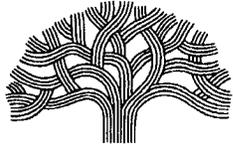
BY:

 5/2/19
Signature / Date

Jennifer L. Willis
Print Name

Confirmed by:

Margaret Sullivan
5/2/19

000084



CITY OF OAKLAND

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

For date stamp.

2019 MAR 18 PM 1:31

PROPERTY OWNER
RESPONSE

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

CASE NUMBER T 19 - 0032

Your Name Green Sage Management	Complete Address (with zip code) 1137 Bannock Street Denver, CO 80204	Telephone: (303) 435 - 0064 Email: patrick@greensagemb.com
Your Representative's Name (if any) Timothy A. Larsen, Attorney at Law	Complete Address (with zip code) 717 Washington Street Oakland, CA 94607	Telephone: (510) 238 - 9333 Email: tlarsenlaw@gmail.com
Tenant(s) Name(s) Brad Long	Complete Address (with zip code) 5707 San Leandro Street, Unit H Oakland, CA 94621	
Property Address (If the property has more than one address, list all addresses) 5707 San Leandro Street, Oakland, CA 94621		Total number of units on property 9

Have you paid for your Oakland Business License? Yes No Lic. Number: 00206270
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

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

Date on which you acquired the building: 9/23/17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent

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

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

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

If you are justifying additional contested increases, please attach a separate sheet.

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

The tenant moved into the rental unit on 4/7/2009.

The tenant's initial rent including all services provided was: \$ 1,500.00 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants?

Yes _____ No _____ I don't know X

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

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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



Property Owner's Signature

4.17.19

Date

IMPORTANT INFORMATION:

Time to File

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

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

ARTIST STUDIO COMMERCIAL LEASE--RENTAL AGREEMENT

PACIFIC AMERICAN MANAGEMENT (PAMCO), LLC, ("Owner"), hereby acknowledges that Owner has received from BRADLEY K. LONG and ANNABEL J. MALAYAN ("Tenant"), the sum of \$3,512.50 (Three Thousand Five Hundred Twelve dollars and 50/100), in the form of [] personal check [X] cashier's check [] cash, as deposit which, upon acceptance of this lease-rental agreement, shall belong to Owner and shall be applied as follows:

First month rent (4/15/09-4/30/09)	\$ 687.50
Security deposit.....	\$2,750.00
Credit check fee (3 @ \$30 ea)....	\$ 0.00 (Waived)
Other (Garage opener deposit)...	<u>\$ 75.00</u>
	\$3,512.50

The security deposit which, upon Owner's signature and acceptance of this lease-rental agreement ("Lease"), shall be held by Owner in accordance with Section 18 below.

Tenant hereby offers to lease from Owner the premises situated in the City of Oakland, County of Alameda, State of California, described as Artist Studio which include one garage space and one storage unit located at the "Oakland Cannery" 5707 San Leandro Street, Studio H, upon the following TERMS and CONDITIONS:

1. **TERM:** The term will commence on April 15, 2009, and continue (check one of the two following alternatives):
[X] LEASE until March 31, 2010, for a total rent of \$15,812.50.

[] RENTAL on a month-to-month basis, until either party terminates this Lease by giving the other party 30 days notice.

2. **RENT:** Rent will be \$1,375.00, per month, payable in advance on the 1st day of each calendar month to Owner or Owner's authorized agent, at the following address: PAMCO, LLC, 104 Caledonia St., Ste. C, Sausalito, California 94965, or at such other place as may be designated by Owner from time to time. On April 1, 2010, the rent shall be increased by the increase during the previous year in the Consumer Price Index (CPI) (All Urban Consumers-All Items) for the Bay Area. In the event rent is not received by owner in full within 10 days after due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a late charge in an amount equal to 6% of the monthly rent due. Tenant further agrees to pay \$25.00 for each dishonored bank check. All late fees and returned check fees will be considered additional rent. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due and to collect interest on such rent. Any unpaid balance, including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.

3. **USE:** The premises are to be used only by Tenant and only as an artist's studio, and not by any other person on any regular basis and not for any other purpose without the prior written agreement of Owner. However, Tenant may elect to live in the studio to the extent permitted by City zoning and other requirements. If Tenant so elects, the following will apply.

a. Only the named Tenant(s), and not any other person, may live in the premises. As agreed between Landlord and Tenant the premises are to be used only as a private residence for not more than 2 person(s) and for no other purpose without the prior written consent of Owner. The premises shall be occupied only by the following named person(s):

BRADLEY K. LONG

ANNABEL J. MALAYAN

No substitute or additional occupant, whether a boarder, lodger, roommate or other person, is permitted without Owner's prior written agreement. Tenant may have a guest on the premises for not more than seven (7) consecutive days during any one stay or a total of thirty (30) days in a calendar year, and no more than one (1) guest(s) at any one time. Any guest whose stay exceeds the specified limits, or any substituted or additional occupant without Owner's prior written consent, is

not a tenant of the premises, and will be subject to eviction by Landlord under legal process without prior service of notice to quit or other termination notice. Without limiting the generality of Section 21 below, acceptance of rent by Owner shall not operate as a waiver or otherwise prevent enforcement of the preceding provisions of this Section or of Section 5 (prohibiting sublease or assignment without prior written consent).

b. Tenant understands and accepts that the premises are part of an industrial building intended for industrial and commercial uses, and that as such the premises will not comply with normal residential housing standards. For example, the building will not provide adequate heat to the premises, the roof may leak, and there may be other shortcomings. By electing to live in the premises, which are being rented as an artist's studio and not as residential housing, Tenant waives all claims of lack of habitability.

4. **USES PROHIBITED:** Tenant shall not use any portion of the premises for purposes other than those specified in Section 3 above. Tenant shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building or of any neighbor. Tenant shall not use the premises for any unlawful purpose including, but not limited to, using, storing or selling prohibited drugs. No use shall be made or permitted to be made of the premises, nor any act done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering such property. Tenant shall not conduct or permit any sale by auction on the premises.

5. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Lease or sublet any portion of the premises without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any such assignment or subletting without such consent shall be void; in addition to all other remedies, Owner may elect by written notice to Tenant to terminate this Lease.

6. **ORDINANCES AND STATUTES:** Tenant shall comply with all laws pertaining to the premises, including all statutes, ordinances and requirements of all municipal, state and federal authorities, now in force or which may hereafter be in force. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Owner, be deemed a breach of this Lease.

7. **MAINTENANCE, REPAIRS, ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair and clean and sanitary condition, unless otherwise indicated in this Lease. Tenant shall, at Tenant's own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises. Tenant shall be responsible for any damage caused by Tenant (or by Tenant's family, licensees, guests and invitees) to the premises, to the electrical, plumbing, telephone and other systems of the building of which the premises are a part, to the remainder of the building, to other improvements or to the property of which the premises are a part. Tenant shall surrender the premises upon expiration or earlier termination of the term, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for all repairs required, excepting the following, which shall be maintained by Owner unless caused by Tenant or Tenant alterations: roof, exterior walls, structural foundations, existing plumbing and existing electrical wiring.

No improvement or alteration of the premises shall be made without the prior written consent of the Owner. Prior to the commencement of any substantial repair, improvement, or alteration, Tenant shall give Owner at least five (5) days written notice in order that Owner may post appropriate notices to avoid any liability for liens.

8. **ENTRY AND INSPECTION:** Tenant shall permit Owner or Owner's agents to enter upon the premises at reasonable times and upon reasonable notice, for repairs, inspections, and other reasonable purposes. For 60 days prior to the expiration or earlier termination of the term, Owner may post on and about the premises "To Let" and "For Lease" signs. During such 60 days, Tenant shall permit inspections of the premises by prospective tenants and their accompanying individuals.

- 9. INDEMNIFICATION OF LESSOR:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on any part of the demised premises or on the property of which the premises are a part, except those arising out of Owner's reckless disregard or intentional misconduct. Tenant agrees to indemnify, defend, and hold Owner harmless from and against any claim, demand or liability arising out of the premises no matter how or by who caused or, if caused by Tenant, its agents, licensees or invitees, arising out of the remainder of the property, unless (in either case) arising out of Owner's reckless disregard or intentional misconduct.
- 10. POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within N/A days of the commencement of the term.
- 11. UTILITIES:** Tenant agrees that he shall be responsible for payment of, or reimbursement to Owner of the cost of, all utilities delivered to the premises, including water, gas, electricity, heat, house fee and other services. Electric will be billed on a monthly basis based on the usage of your unit. The gas, water and garbage will be a flat fee of \$75.00 per month on your utility statement. Tenant shall pay any reimbursement to Owner within 30 days after Owner sends the statement. Tenant recognizes that the heat to the premises provided by Owner may not be adequate, and agrees to provide such additional heat as Tenant may desire.
- 12. SIGNS:** Owner reserves the exclusive right to signage on the roof, side and rear walls of the premises. Tenant shall not construct any projecting sign or awning without the prior written consent of Owner.
- 13. ABANDONMENT OF PREMISES:** Tenant shall not vacate or abandon the premises at any time during the term. If Tenant shall abandon or vacate the premises while in default in the payment of rent, or be dispossessed by process of law or otherwise, Owner may elect to consider any property left upon the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event Owner reasonably believes that such abandoned property has no value, such property may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.
- 14. TRADE FIXTURES:** Any and all improvements made to the premises during the term shall belong to the Owner, except trade fixtures of the Tenant and such improvements as Owner may, by notice to Tenant prior to expiration or earlier termination, require Tenant to remove. Tenant shall, prior to expiration of the term or earlier termination of this Lease, remove such Tenant improvements as Owner may designate for removal and all Tenant's trade fixtures, and repair or pay for all repairs of damage to the premises occasioned by the removal.
- 15. DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises from any cause during the term, Owner shall forthwith repair the same, if such repairs can be made within sixty (60) days under existing governmental laws and regulations. Such partial destruction shall not terminate this Lease. Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Tenant on the premises. If such repairs cannot be made within such sixty (60) days, Owner, at Owner's option, may elect to make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, failing which election this Lease may be terminated: by Tenant, by written notice within 30 days after Owner's election not to make the repairs; or by Owner, by written notice to Tenant at any time.

In the event that the building in which the demised premises may be situated is destroyed to the extent of 10% or more of the cost of replacing the destroyed and damaged portions, Owner may elect to terminate this Lease, whether the demised premises are damaged or not. A total destruction of the building in which the premises are situated shall terminate this Lease.

16. HAZARDOUS MATERIALS: Tenant shall not use, store, or dispose of any hazardous substance on the premises, except use and storage of such substances if they are customarily used in Tenant's business, Tenant has first obtained all required permits, and such use and storage complies with all environmental laws. Hazardous substance means any hazardous waste, substance or toxic material regulated under any environmental law or regulation applicable to the property. Tenant shall indemnify, defend and hold harmless Owner from and against all hazardous substances on or about the premises caused by Tenant or any third person during the term, any prior term of Tenant or any one or more persons comprising or owning Tenant, or any possession of the premises by Tenant. This indemnity and that in Section 9 above shall survive expiration of the term and any termination of this Lease.

17. REMEDIES OF OWNER ON DEFAULT: If Tenant fails to pay rent when due, or to perform any provision of this Lease, after not less than 3 days written notice of such default given in the manner required by law, Owner may, at Owner's option, terminate this Lease and all rights of Tenant, unless Tenant, within such time, cures such default.

In the event of a default by Tenant, Owner may elect to terminate all of Tenant's rights and recover from Tenant: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Owner for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under the Lease or which in the ordinary course of things would be likely to result from such a failure to perform.

Owner may, in the alternative, continue this Lease in effect, as long as Owner does not terminate Tenant's right to possession, and Owner may enforce all Owner's rights and remedies under this Lease, including the right to recover the rent as it becomes due under the Lease. If such breach of Lease continues, Owner may, at any time thereafter, elect to terminate the Lease pursuant to the preceding paragraph(s).

Nothing contained in this Section 17 or in this Lease shall be deemed to limit any other rights or remedies which Owner may have.

18. SECURITY: The security deposit set forth in this Lease, if any, shall secure the performance of the Tenant's obligations under this Lease. Owner may, but shall not be obligated to, apply all or portions of such deposit to payment of Tenant's obligations under this Lease, and may hold such deposit commingled with other funds. Any balance remaining upon termination shall be returned to Tenant at such address as Tenant may provide (failing which the address shall be the Premises), together with an accounting of any disbursements, no later than three weeks after Tenant returns the keys and vacates the premises or earlier if required by law. Tenant may not apply the security deposit to the payment of the last (or any other) month's rent. No interest will be paid to Tenant on account of the security deposit, unless required by local ordinance.

19. DEPOSIT REFUNDS: The balance of all deposits shall be refunded within three weeks from the date possession is delivered to Owner or his authorized Agent, together with a statement showing any charges made against such deposits by Owner.

20. ATTORNEY'S FEES: In the event that Owner is required to employ an attorney to enforce the terms and conditions of this Lease or to recover possession of the premises from Tenant, Tenant shall pay to Owner the reasonable attorneys fees and other expenses incurred by Owner, whether or not a legal action is filed or a judgment is obtained.

21. WAIVER, ETC: No failure of Owner to enforce any portion of this Lease shall be deemed to be a waiver. The acceptance of rent by Owner will not waive Owner's right to enforce any provision of this Lease. If any clause or other

portion of this Lease is determined invalid or unenforceable for any reason by an arbitrator or court of competent jurisdiction, then such portion shall be deemed severed to the extent of the invalidity or unenforceability, and the remainder of this Lease shall remain in effect.

22. NOTICES: Any notice which either party may or is required to give shall be given in writing and may be given personally or by mailing the same, postage prepaid, to Tenant at the premises, or Owner at the address shown below, or at such other places as may be designated by the parties from time to time, and shall be deemed effective on the first to occur of personal delivery, 5 days after mailing, or when receipt is acknowledged in writing.

23. HOLDING OVER: Any holding over after the expiration of this Lease with the consent of Owner shall be construed as a month-to-month tenancy at a rent of \$1,425.00 per month payable in advance and otherwise on all the terms of this Lease, as applicable, until either party terminates the same by giving the other party 30 days written notice.

24. TIME: Time is of the essence of this Lease.

25. HEIRS, ASSIGNS, SUCCESSORS: Subject to Section 5, this Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

26. LESSOR'S LIABILITY: The term "Owner", as used in this Section 26, shall mean only the owner of the real property of which the premises are a part or of a tenant's interest in a ground lease of such real property. In the event of any transfer of such Owner's title or interest in such property or ground lease, such Owner (or the grantor in case of any subsequent transfer) shall be relieved of all liability related to Owner's obligations to be performed after such transfer. However, any Tenant security deposit in the hands of such Owner or grantor at the time of such transfer shall be delivered to the grantee. The obligations of Owner under this Lease shall be binding upon Owner's successors and assigns only during their respective periods of ownership.

27. ANIMALS: No animals shall be brought on the premises without the prior written consent of Owner.

28. HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution of this Lease, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have water-filled furniture on the premises without prior written consent of the Owner.

29. FAIR HOUSING. Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, marital status, sexual orientation, national origin, ancestry, familial status, age or disability.

30. NO BARBECUES: Barbecues and open grilles are not permitted on the rooftops under any circumstances.

31. ROOF: Absolutely no walking on the rooftops. Roof access is strictly limited to emergency access only, otherwise prohibited.

32. INSURANCE: Tenant understands that Owner's insurance does not cover Tenant's personal property. During the term Tenant shall maintain in effect a tenant's policy of insurance on the premises, including liability insurance coverage of at least \$100,000 per occurrence with a deductible not in excess of \$1,000. Such insurance shall name as additional insureds Owner and the officers, employees, agents and contractors of Owner, shall waive the insurer's subrogation rights against the additional insureds, and shall be issued by an insurance carrier with a Best's rating of A:VII or better. Concurrently with execution of this Lease, Tenant shall furnish Owner with a copy of a certificate of insurance and of endorsements to the policy indicating Tenant's compliance with the preceding, and upon request of Owner, with a copy of the policy or such other evidence of the insurance coverage as Owner shall reasonably request. To the maximum extent permitted by the insurance policies owned by the parties, but only to the extent of actual insurance coverage, Owner and

Tenant waive any and all rights of subrogation against each other that may exist. Tenant acknowledges that Owner strongly recommends higher and greater coverage than that required by the preceding provisions of this Section 32.

33. MULTIPLE OCCUPANCY. The relationship between Owner and Tenant is one of landlord and tenant, and not one of partnership, trust, joint venture or other fiduciary relationship. Without modifying Section 3(a) or Section 5, if there is more than one named Tenant, the named Tenants are jointly and severally responsible for payment of rent and performance of the Tenant's other obligations under this Lease.

34. STATEMENT OF DISCLOSURE. Your live-work units are located in a commercial and industrial character of the City of Oakland. Tenant to accept the potential of the uses in the area could result certain off-site impacts at higher levels than would be expected in residential areas. You may only engage in the activities determined by the relevant City of Oakland General Plan and Zoning Designation.

35. OAKLAND BUSINESS TAX CERTIFICATE. Tenant shall apply for and maintain a valid City of Oakland Business Tax Certificate for a business.

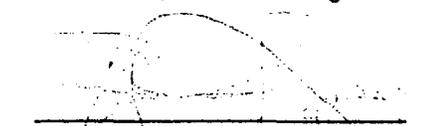
36. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. The following addendum and exhibits, if checked, have been made a part of this Lease before the parties' execution:

- Addendum 1: Artist Studio Commercial Lease-Rental Agreement Guaranty of Lease.
- Exhibit A: Lease-Based Paint Disclosure (required by law for rental property built prior to 1978)
- Exhibit B: The Oakland Cannery House Rules and Regulations.

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.

The undersigned Tenant hereby enters into this Lease, and acknowledges receipt of a copy of this Lease.

Dated: 1/11/09

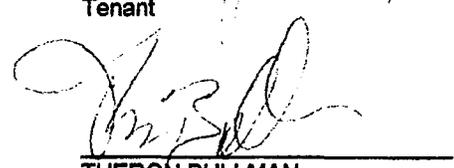

BRADLEY K. LONG
Tenant

Dated: 4/7/09


ANNABEL J. MALAYAN
Tenant

ACCEPTANCE:

Dated: 9/17/09


THERON BULLMAN
Agent for Owner
PACIFIC AMERICAN MANAGEMENT (PAMCO), LLC
Address for notices: 104 Caledonia St., Ste. C, Sausalito, CA 94965

TARGET HOUSING RENTAL/LEASE AGREEMENT ADDENDUM
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Page 7
of agreement

EXHIBIT A

Resident is renting from Owner/Agent the premises located at:

5707 SAN LEANDRO ST., Unit #(if applicable) #H
(Street Address)
OAKLAND, CA 94621
(City) (Zip)

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))

Owner's Disclosure or Agent* acting on behalf of Owner (initial)

- _____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):
_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
_____ Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the Owner (check one below):
_____ Owner has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
_____ Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Agent's* Acknowledgment (initial)

*The term Agent is defined as any party who enters into a contract with the Owner, including anyone who enters into a contract with a representative of the Owner for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Owner or the property management company.

- _____ (c) Agent has informed the Owner of his/her obligations under 42 U.S.C. 4852d, and the Agent is aware of his/her responsibility to ensure compliance.

Lessee's Acknowledgment (initial)

- _____ (d) Lessee has received copies of all information listed above.
_____ (e) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Certification of Accuracy

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

4/28/09
Date
4.22.09
Date
4.22.09
Date

THELON BULLMAN
Owner/Agent
BRADLEY K. LUNN
Lessee
ANNABEL J. MALAYAN
Lessee



California Apartment Association Approved Form
www.caanel.org
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Page 1 of 1

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OF BLANK FORMS IS ILLEGAL



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**THE OAKLAND CANNERY
HOUSE RULES AND REGULATIONS**

In order to protect your safety, comfort and privacy as well as that of your neighbors, we ask that you please read and abide by the following rules during your residency at the Oakland Cannery studios.

1. Emergency Telephone Numbers:

Manager JAMES DAWSON, STUDIO #4 (5733 SAN LEANDRO ENTRANCE) Telephone # (510) 599-4573

2. **Conduct:**
All activities and conduct of Residents, their family, children and guests, in and around the premises and common areas must be reasonable and not interfere with the peace, comfort and quiet enjoyment of other residents.
3. **Noise:**
Residents, their family, children and guests will respect the peace, comfort and quiet enjoyment of other residents. Musical instruments, radio, television sets, stereos, etc., should be played only during reasonable hours, normally 10 a.m. to 10 p.m. and at a reasonable volume.
4. **Parking:**
Park only in your designated space. (Cars parked in unauthorized areas will be towed.) It is the Resident's responsibility to inform guests to park on the street. No car repairs and washing are allowed. (Abandoned or Inoperable vehicles will be towed away.) Do not let your vehicle warm up in the garage. No smoking allowed in the garage area.
5. **Garbage:**
Wrap all wet garbage before placing in the appropriate containers. Boxes should be crushed and stacked neatly in the corner. Residents are expected to keep the garbage areas clean and free of litter.
6. **Laundry Room:**
The laundry room hours from 8:00 a.m. to 9:00 p.m. Report any malfunction of the equipment to the Management or Laundry Repair Service whose numbers are listed above. The laundry room equipment is to be used only for washing and drying the usual personal and household items. Do not use flammable cleaning solutions or dye clothing in the washing machines. Children are not allowed in the laundry unless accompanied by an adult.

Management shall not be responsible for lost or stolen articles. Do not leave clothes unattended; others may remove them when machines have completed their cycles.

Please keep laundry room clean. Clean out lint in the dryers. Use the garbage can to dispose of lint, empty detergent boxes, etc. Kindly wipe up any spilled detergent immediately.

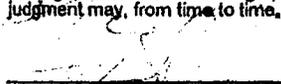
No smoking or children playing permitted in the laundry room.
7. **Maintenance:**
Contact the Management for repairs or maintenance at the number listed above between 9 a.m. and 5 p.m. Monday through Friday. Emergency calls will be handled promptly. Residents will be charged for repairs or maintenance for damages caused by Resident's neglect or abuse of the property.
8. **Alterations and Locks:**
Please check with Management for acceptable methods of hanging pictures, posters, lamps, plants, etc. so as to avoid excessive damage to walls and ceilings. Painting, staining, wallpapering or changing or replacing locks will not be done without the prior written permission of the Management. Management will retain a passkey to all premises for emergency purposes.
9. **Signs:**
No signs, signals or advertisements shall be affixed to any part of the premises which can be seen by the general public. Exterior installation of television or radio aerials must also first receive written permission from Management.
10. **Windows:**
No venetian blinds, awnings, draw shades, curtains or drapes will be installed on exterior windows without the prior written permission of the Management. Resident will close all doors and windows when necessary to avoid possible damage from storm, rain or other elements, and will be responsible for all damage resulting from failure to do so. Resident will replace any broken glass or PAMCO will replace at a cost of \$100.00 / pane.
11. **Electric Light Bulbs:**
Each rental unit is completely furnished with light bulbs at the time the Resident takes possession. It is the Resident's responsibility to replace them thereafter.
12. **Roof:**
The roof access is restricted. Walking on the roof area is strictly prohibited. Neither BBQ, plant, chairs nor storage allowed on the roof area. No smoking on the roof is allowed at any time.
13. **Storage:**
Bicycles, toys and other personal effects are to be stored in the areas provided and are not to be left in the common areas of the premises or on balconies or patios. No gasoline, paint or other flammable materials will be stored on the premises. Management is not responsible for any loss or damage of any kind to Resident's belongings left in the storage rooms, lockers, or common areas. Use of the storage rooms or lockers, if available, is voluntary and at the Resident's risk.
14. **Furniture Moving:**
Resident will notify the Management one business day in advance of any intention to move furniture or bulky articles into or out of the premises.
15. **Improper Use of Appliances/Plumbing Fixtures:**
Residents shall be responsible for the cost of repairing any appliance or plumbing fixture damaged by their improper use. Do not put objects such as metal, hairpins, utensils, fibrous foods, such as artichoke leaves, cigarette butts, tin foil, etc. into garbage disposal, drains or toilets. Always run cold water while using the garbage disposal. NEVER run the disposal without water running.

16. **Keys and Locks:**

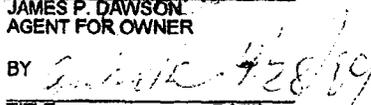
Residents should take care not to lock themselves out of their apartments. Lock out assistance is provided as a courtesy. Repeat offenders may be subject to a \$10.00 charge after the second time. Residents shall not install any special locks requiring extra keys. Door chains are not safe, and are strongly not recommended. Children will not be admitted to homes by the management when parents are absent. If you wish to provide extra security measures, please contact Management first. Lost keys requiring replacement shall cost \$5.00 each.

17. **House Policy Modifications:**

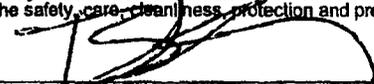
Management reserves the right, upon thirty (30) days written notice to Resident, to make such further reasonable rules and policies as in its judgment may, from time to time, be needed for the safety, care, cleanliness, protection and preservation of good order therein.



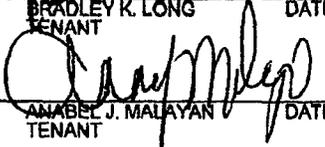
JAMES P. DAWSON
AGENT FOR OWNER

BY 

TITLE DATE



BRADLEY K. LONG
TENANT



ANABEL J. MALAYAN
TENANT

DATE 4-22-09
DATE 4/22/09

104 CALIFORNIA ST.
STE C
SAN ANTONIO, CA
94965

LEASE AMENDMENT NO. 1

1. Existing Lease:
 - a. Original Lease: Artist Studio Commercial Lease—Rental Agreement dated March 19, 2009.
 - b. Prior Amendments (if any): N/A
2. Landlord (Lessor/Owner): Pacific American Management (PAMCO), LLC.
3. Tenant (Lessee): Bradley K. Long and Annabel J. Malayan.
4. Premises Address: 5707 San Leandro Street, Studio H, Oakland, CA 94621.
5. Date of this Amendment (for purposes of reference only): January 19, 2010.

This is an amendment (this "Amendment") to the Existing Lease between Landlord and Tenant. Such Existing Lease, Landlord and Tenant are those set forth above.

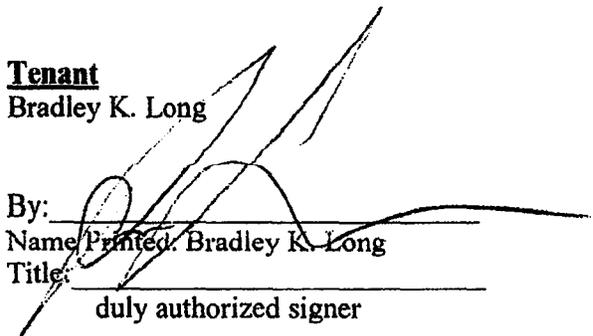
Landlord and Tenant agree as follows.

1. Beginning December 1, 2009 Annabel J. Malayan is hereby removed from the existing Rental Agreement.
2. Except as modified above, the Existing Lease remains in full force and effect. This Amendment shall prevail over anything to the contrary in the Existing Lease, but in all other respects the Existing Lease and this Amendment shall be construed together as one and the same agreement.

Landlord
Pacific American Management (PAMCO), LLC

Tenant
Bradley K. Long

By: _____
Name Printed: Theron Bullman
Title: Property Manager
duly authorized signer

By: 
Name Printed: Bradley K. Long
Title: _____
duly authorized signer

Signature date: _____

Signature date: 1-22-10

LEASE AMENDMENT NO. 2

1. Existing Lease:
 - a. Original Lease: Artist Studio Commercial Lease—Rental Agreement dated March 19, 2009.
 - b. Prior Amendments (if any): Lease Amendment No. 1 dated January 19, 2010.
2. Landlord (Lessor/Owner): Pacific American Management (PAMCO), LLC.
3. Tenant (Lessee): Bradley K. Long.
4. Premises Address: 5707 San Leandro Street, Studio H, Oakland, CA 94621.
5. Date of this Amendment (for purposes of reference only): April 28, 2014.

This is an amendment (this "Amendment") to the Existing Lease between Landlord and Tenant. Such Existing Lease, Landlord and Tenant are those set forth above.

Landlord and Tenant agree as follows.

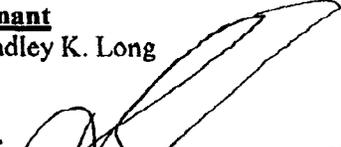
1. Storage Space Rent. Beginning on May 1, 2014, the monthly rent for the additional storage space shall be \$100.00.
2. Term. The term of this Storage Space Rental is on a month-to-month basis only. This Agreement may be terminated by either party hereto upon not less than thirty (30) days prior written notice from the terminating party to the other.
3. Except as modified above, the Existing Lease remains in full force and effect. This Amendment shall prevail over anything to the contrary in the Existing Lease, but in all other respects the Existing Lease and this Amendment shall be construed together as one and the same agreement.

Landlord
Pacific American Management (PAMCO), LLC

By: 
Name Printed: Theron Bullman
Title: Property Manager
duly authorized signer

Signature date: 5-29-14

Tenant
Bradley K. Long

By: 
Name Printed: Bradley K. Long
Title: BRAD LONG - TENANT
duly authorized signer

Signature date: 5-16-14

LEASE AMENDMENT NO. 3

1. Existing Lease:
 - a. Original Lease: Artist Studio Commercial Lease—Rental Agreement dated March 19, 2009.
 - b. Prior Amendments (if any): Lease Amendment No. 1 dated January 19, 2010 and Lease Amendment No. 2 dated April 28, 2014.
2. Landlord (Lessor/Owner): Pacific American Management (PAMCO), LLC.
3. Tenant (Lessee): Bradley K. Long.
4. Premises Address: 5707 San Leandro Street, Studio H, Oakland, CA 94621.
5. Date of this Amendment (for purposes of reference only): May 16, 2014.

This is an amendment (this "Amendment") to the Existing Lease between Landlord and Tenant. Such Existing Lease, Landlord and Tenant are those set forth above.

Landlord and Tenant agree as follows.

1. Valerie Baugher added as Co-Tenant.
2. Except as modified above, the Existing Lease remains in full force and effect. This Amendment shall prevail over anything to the contrary in the Existing Lease, but in all other respects the Existing Lease and this Amendment shall be construed together as one and the same agreement.

Landlord
Pacific American Management (PAMCO), LLC

Tenant
Bradley K. Long

By: _____

Name Printed: Theron Bullman

Title: Property Manager
duly authorized signer

Signature date: _____

By: _____

Name Printed: Bradley K. Long

Title: _____
duly authorized signer

Signature date: _____

Valerie Baugher

By: _____

Name Printed: Valerie Baugher

LEASE AMENDMENT NO. 4

1. Existing Lease:
 - a. Original Lease: Artist Studio Commercial Lease—Rental Agreement dated March 19, 2009.
 - b. Prior Amendments (if any): Lease Amendment No. 1 dated January 19, 2010, Lease Amendment No. 2 dated April 28, 2014 and Lease Amendment No. 3 dated May 16, 2014.
2. Landlord (Lessor/Owner): Pacific American Management (PAMCO), LLC.
3. Tenant (Lessee): Bradley K. Long.
4. Premises Address: 5707 San Leandro Street, Studio H, Oakland, CA 94621.
5. Date of this Amendment (for purposes of reference only): August 26, 2016.

This is an amendment (this "Amendment") to the Existing Lease between Landlord and Tenant. Such Existing Lease, Landlord and Tenant are those set forth above.

Landlord and Tenant agree as follows.

1. **Rent.** Beginning on September 1, 2016, the monthly rent for the additional storage unit beside the storage unit you are currently leasing as identified in Lease Amendment No. 4 shall be \$160.00. Beginning on September 1, 2016 the new total rent shall be \$1,854.72 including the additional storage unit.
2. **Premises.** Storage space (#3) approximately measures 9' 8" W x 9' 8" D x 13' 2" H located in the garage at 5707 San Leandro Street, Oakland, CA 94621.
3. **Term.** The term of this Storage Space Rental is on a month-to-month basis only. This Agreement may be terminated by either party hereto upon not less than thirty (30) days prior written notice from the terminating party to the other.
4. **Except as modified above, the Existing Lease remains in full force and effect. This Amendment shall prevail over anything to the contrary in the Existing Lease, but in all other respects the Existing Lease and this Amendment shall be construed together as one and the same agreement.**

Landlord
Pacific American Management (PAMCO), LLC

Tenant
Bradley K. Long

By: _____
Name Printed: Theron Bullman
Title: Property Manager
duly authorized signer

By: _____
Name Printed: Bradley K. Long
Title: _____
duly authorized signer

Signature date: _____

Signature date: _____



CITY OF OAKLAND – COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY

Inspection services – 250 Frank H. Ogawa Plaza, Suite 2340, Oakland, California 94612. (510) 238-3102

CERTIFICATE OF OCCUPANCY
C.O. NO. 10-0286

Jobsite Address 5733 San Leandro Street
Property Owner 5733 San Leandro Street LP
Permits BQ703045 M0801196
E0801875 P0801762
Final Inspection Approved 09/03/2010
Occupancy M, R-7, U-1
Stories 2
Use of Premises Mercantile, Storage/Parking, Live/Work
(2nd floor conversion of Zone II & III to residentially oriented joint living and working quarters).
Construction IIIB, VB
Sprinkler Yes
Subdivision
OBC Edition 2008
Ordinance 12452 CMS
Planning Permits CM016181
Zone M-40
No. of Units Condo Rental 20
Bldg Code Variances No

Table with columns: STORY, ROOM DESCRIPTION, HABITABLE ROOMS. Includes Zone Three and Zone Two descriptions and room counts.

On-Site Parking [] Thirty-Eight Including Handicapped Accessible Spaces. Room Total

Comments: 4 hour fire walls separating Zone I from Zone III
2 hour fire walls separating Zone II from Zone III and Zone III from Zone IV and Zone V from Zone II
Page 1 of 2

THIS BUILDING HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED CODES AND ORDINANCES FOR THE OCCUPANCIES AND THE USES DESCRIBED ABOVE, AND OCCUPANCY OF THE PREMISES ONLY FOR SAID PURPOSES IS HEREBY AUTHORIZED.

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL, ALTER, OR SET ASIDE ANY OF THE PROVISIONS OR REQUIREMENTS OF ANY LAWS OR CITY OF OAKLAND ORDINANCES NOR SHALL SUCH ISSUANCE THEREAFTER PREVENT REQUIRING CORRECTIONS OF ERRORS OR OF VIOLATIONS OF SAID REGULATIONS. THIS CERTIFICATE IS NOT A LICENSE.

By: [Signature]
INSPECTIONS MANAGER

BUILDING OFFICIAL
Date Issued: May 18, 2011

Copies: [] Owner [] Assessor [] Microfilm [] *Business License



CITY OF OAKLAND – COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY
 Inspection services – 250 Frank H. Ogawa Plaza, Suite 2340, Oakland, California 94612 (510) 238-3102

CERTIFICATE OF OCCUPANCY
C.O. NO. 10-0286

Jobsite Address 5733 San Leandro Street Property Owner 5733 San Leandro Street LP
 Permits B0703045 M0801196 Permittee Same As Owner
E0801875 P0801762 Parcel No. 041-3848-013-03
 Final Inspection Approved 09/03/2010 Occupancy M, R-7, U-1, S-2 Stories 2
 Use of Premises Mercantile, Storage/Parking, Live/Work. Construction IIIB, VB Sprinkler Yes
(2nd floor conversion of Zone II & III to OBC Edition 2008 Ordinance 12452 CMS
residentially oriented joint living and Planning Permits CM016181 Zone M-40
working quarters). Subdivision _____
 No. of Units Condo _____ Rental 20 Bldg Code Variances No

STORY	ROOM DESCRIPTION	HABITABLE ROOMS
	Zone One (Type IIIB, Group S-2)	
1 st Story	Warehouse, Office, Storage Room, Handicapped Accessible Toilet Room with	
"	Lavatory.	0
	Zone Four (Type IIIB, Group S-2)	
1 st Story	Warehouse, Two Offices, Non-Accessible Toilet Room with Lavatory.	0
	Zone Five (Type IIIB, Group S-2)	
1 st Story	Warehouse, Office, Non-Accessible Toilet Room with Lavatory, Mezzanine.	0
On-Site Parking	Thirty-Eight including Handicapped Accessible Spaces.	Room Total 20
Comments:	4 hour fire walls separating Zone I from all other Zones. 2 hour fire walls separating Zone II from Zone III, and Zone III from Zone IV and Zone V from Zone II	Page 2 of 2

THIS BUILDING HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED CODES AND ORDINANCES FOR THE OCCUPANCIES AND THE USES DESCRIBED ABOVE, AND OCCUPANCY OF THE PREMISES ONLY FOR SAID PURPOSES IS HEREBY AUTHORIZED.

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL, ALTER, OR SET ASIDE ANY OF THE PROVISIONS OR REQUIREMENTS OF ANY LAWS OR CITY OF OAKLAND ORDINANCES NOR SHALL SUCH ISSUANCE THEREAFTER PREVENT REQUIRING CORRECTIONS OF ERRORS OR OF VIOLATIONS OF SAID REGULATIONS. THIS CERTIFICATE IS NOT A LICENSE.

By: _____ Date Issued: May 18, 2011
 INSPECTIONS MANAGER BUILDING OFFICIAL
 Copies: Owner Assessor Microfilm *Business License

PROOF OF SERVICE

Case Numbers: T18-0372, T19-0024, T19-0025, T19-0027, T19-0028, T19-0029, T19-0030, T19-0031, T19-0032, T19-0033, T19-0034, T19-0035

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 **PROPERTY OWNER RESPONSES in the above-referenced cases** by placing a true copy of each in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Tenant Representative

Lilac Law Group, Attn: Jennifer Willis
505 14th Street, Ste. 900
Oakland, CA 94612

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 2, 2019** in Oakland, California.

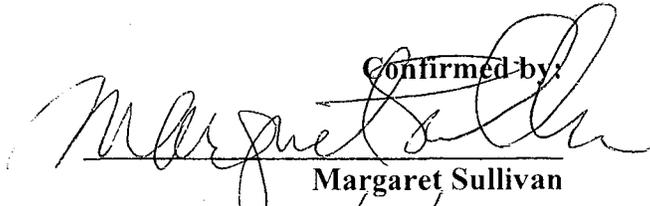

Margaret Sullivan
Oakland Rent Adjustment Program

COURTESY COPIES RECEIVED BY HAND

BY:

 5/2/19
Signature / Date

Jennifer L. Willis
Print Name

~~Confirmed by:~~

Margaret Sullivan
5/2/19

000105

PROOF OF SERVICE
Case Number T19-0032

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.

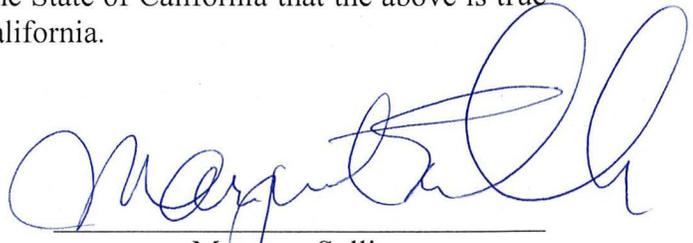
Today, I served the attached **PROPERTY OWNER RESPONSE in the above-referenced case** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Tenant:

Brad Long
5707 San Leandro St., Unit H
Oakland, CA 94621

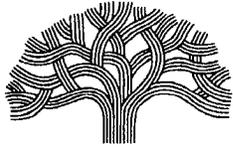
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 1, 2019** in Oakland, California.



Margaret Sullivan
Oakland Rent Adjustment Program

000106



CITY OF OAKLAND

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

For date stamp.

09/23/17 04:30

PROPERTY OWNER
RESPONSE

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

CASE NUMBER T 19 - 0035

Your Name Green Sage Management	Complete Address (with zip code) 1137 Bannock Street Denver, CO 80204	Telephone: (303) 435 - 0064 Email: patrick@greensagemb.com
Your Representative's Name (if any) Timothy A. Larsen, Attorney at Law	Complete Address (with zip code) 717 Washington Street Oakland, CA 94607	Telephone: (510) 238 - 9333 Email: tlarsenlaw@gmail.com
Tenant(s) Name(s) Katherine Cavenee	Complete Address (with zip code) 5707 San Leandro Street, Unit E Oakland, CA 94621	
Property Address (If the property has more than one address, list all addresses) 5707 San Leandro Street, Oakland, CA 94621		Total number of units on property 9

Have you paid for your Oakland Business License? Yes No Lic. Number: 00206270
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

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

Date on which you acquired the building: 9/23/17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent

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

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

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

If you are justifying additional contested increases, please attach a separate sheet.

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

The tenant moved into the rental unit on 12/15/2008.

The tenant's initial rent including all services provided was: \$ 1,325.00 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants?

Yes _____ No _____ I don't know X

If yes, on what date was the Notice first given? Petitioner has no lease with landlord, is an unauthorized occupant only

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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



Property Owner's Signature

4.17.19

Date

IMPORTANT INFORMATION:

Time to File

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

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

PACIFIC AMERICAN MANAGEMENT (PAMCO), LLC, ("Owner"), hereby acknowledges that Owner has received from JILL MARIE CAVENEE ("Tenant"), the sum of \$3,477.50 (Three Thousand Four Hundred Seventy Seven dollars and .50/100), in the form of [] personal check [X] cashier's check [] cash, as deposit which, upon acceptance of this lease-rental agreement, shall belong to Owner and shall be applied as follows:

First month rent (12/15/08-12/31/08)	\$ 662.50
Security deposit.....	\$2,650.00
Credit check fee (3 @ \$30 ea).....	\$ 90.00
Other (Garage opener deposit)....	\$ 75.00
	\$3,477.50

The security deposit which, upon Owner's signature and acceptance of this lease-rental agreement ("Lease"), shall be held by Owner in accordance with Section 18 below.

Tenant hereby offers to lease from Owner the premises situated in the City of Oakland, County of Alameda, State of California, described as Artist Studio which include one garage space and one storage unit located at the "Oakland Cannery" 5707 San Leandro Street, Studio E, upon the following TERMS and CONDITIONS:

- TERM:** The term will commence on December 15, 2008, and continue (check one of the two following alternatives):
 LEASE until December 31, 2009, for a total rent of \$16,562.50.
 RENTAL on a month-to-month basis, until either party terminates this Lease by giving the other party 30 days notice.
- RENT:** Rent will be \$1,325.00, per month, payable in advance on the 1st day of each calendar month to Owner or Owner's authorized agent, at the following address: PAMCO, LLC, 104 Caledonia St., Ste. C, Sausalito, California 94965, or at such other place as may be designated by Owner from time to time. On December 15, 2009, the rent shall be increased by the increase during the previous year in the Consumer Price Index (CPI) (All Urban Consumers-All Items) for the Bay Area. In the event rent is not received by owner in full within 10 days after due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a late charge in an amount equal to 6% of the monthly rent due. Tenant further agrees to pay \$25.00 for each dishonored bank check. All late fees and returned check fees will be considered additional rent. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due and to collect interest on such rent. Any unpaid balance, including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
- USE:** The premises are to be used only by Tenant and only as an artist's studio, and not by any other person on any regular basis and not for any other purpose without the prior written agreement of Owner. However, Tenant may elect to live in the studio to the extent permitted by City zoning and other requirements. If Tenant so elects, the following will apply.
 - Only the named Tenant(s), and not any other person, may live in the premises. As agreed between Landlord and Tenant the premises are to be used only as a private residence for not more than 2 person(s) and for no other purpose without the prior written consent of Owner. The premises shall be occupied only by the following named person(s):

KATHERINE MARIE CAVENEE
JOSHUA ALAN BROWN

No substitute or additional occupant, whether a boarder, lodger, roommate or other person, is permitted without Owner's prior written agreement. Tenant may have a guest on the premises for not more than seven (7) consecutive days during any one stay or a total of thirty (30) days in a calendar year, and no more than one (1) guest(s) at any one time. Any guest whose stay exceeds the specified limits, or any substituted or additional occupant without Owner's prior written consent, is not a

tenant of the premises, and will be subject to eviction by Landlord under legal process without prior service of notice to quit or other termination notice. Without limiting the generality of Section 21 below, acceptance of rent by Owner shall not operate as a waiver or otherwise prevent enforcement of the preceding provisions of this Section or of Section 5 (prohibiting sublease or assignment without prior written consent).

b. Tenant understands and accepts that the premises are part of an industrial building intended for industrial and commercial uses, and that as such the premises will not comply with normal residential housing standards. For example, the building will not provide adequate heat to the premises, the roof may leak, and there may be other shortcomings. By electing to live in the premises, which are being rented as an artist's studio and not as residential housing, Tenant waives all claims of lack of habitability.

4. USES PROHIBITED: Tenant shall not use any portion of the premises for purposes other than those specified in Section 3 above. Tenant shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building or of any neighbor. Tenant shall not use the premises for any unlawful purpose including, but not limited to, using, storing or selling prohibited drugs. No use shall be made or permitted to be made of the premises, nor any act done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering such property. Tenant shall not conduct or permit any sale by auction on the premises.

5. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or sublet any portion of the premises without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any such assignment or subletting without such consent shall be void; in addition to all other remedies, Owner may elect by written notice to Tenant to terminate this Lease.

6. ORDINANCES AND STATUTES: Tenant shall comply with all laws pertaining to the premises, including all statutes, ordinances and requirements of all municipal, state and federal authorities, now in force or which may hereafter be in force. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Owner, be deemed a breach of this Lease.

7. MAINTENANCE, REPAIRS, ALTERATIONS: Tenant acknowledges that the premises are in good order and repair and clean and sanitary condition, unless otherwise indicated in this Lease. Tenant shall, at Tenant's own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises. Tenant shall be responsible for any damage caused by Tenant (or by Tenant's family, licensees, guests and invitees) to the premises, to the electrical, plumbing, telephone and other systems of the building of which the premises are a part, to the remainder of the building, to other improvements or to the property of which the premises are a part. Tenant shall surrender the premises upon expiration or earlier termination of the term, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for all repairs required, excepting the following, which shall be maintained by Owner unless caused by Tenant or Tenant alterations: roof, exterior walls, structural foundations, existing plumbing and existing electrical wiring.

No improvement or alteration of the premises shall be made without the prior written consent of the Owner. Prior to the commencement of any substantial repair, improvement, or alteration, Tenant shall give Owner at least five (5) days written notice in order that Owner may post appropriate notices to avoid any liability for liens.

8. ENTRY AND INSPECTION: Tenant shall permit Owner or Owner's agents to enter upon the premises at reasonable times and upon reasonable notice, for repairs, inspections, and other reasonable purposes. For 60 days prior to the expiration or earlier termination of the term, Owner may post on and about the premises "To Let" and "For Lease" signs. During such 60 days, Tenant shall permit inspections of the premises by prospective tenants and their accompanying individuals.

... covering any part of the demised premises or of the property of which the premises are a part, except those arising out of Owner's reckless disregard or intentional misconduct. Tenant agrees to indemnify, defend, and hold Owner harmless from and against any claim, demand or liability arising out of the premises no matter how or by who caused or, if caused by Tenant, its agents, licensees or invitees, arising out of the remainder of the property, unless (in either case) arising out of Owner's reckless disregard or intentional misconduct.

10. POSSESSION: If Owner is unable to deliver possession of the premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within N/A days of the commencement of the term.

11. UTILITIES: Tenant agrees that he shall be responsible for payment of, or reimbursement to Owner of the cost of, all utilities delivered to the premises, including water, gas, electricity, heat, house fee and other services. Electric will be billed on a monthly basis based on the usage of your unit. The gas, water and garbage will be a flat fee of \$75.00 per month on your utility statement. Tenant shall pay any reimbursement to Owner within 30 days after Owner sends the statement. Tenant recognizes that the heat to the premises provided by Owner may not be adequate, and agrees to provide such additional heat as Tenant may desire.

12. SIGNS: Owner reserves the exclusive right to signage on the roof, side and rear walls of the premises. Tenant shall not construct any projecting sign or awning without the prior written consent of Owner.

13. ABANDONMENT OF PREMISES: Tenant shall not vacate or abandon the premises at any time during the term. If Tenant shall abandon or vacate the premises while in default in the payment of rent, or be dispossessed by process of law or otherwise, Owner may elect to consider any property left upon the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event Owner reasonably believes that such abandoned property has no value, such property may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.

14. TRADE FIXTURES: Any and all improvements made to the premises during the term shall belong to the Owner, except trade fixtures of the Tenant and such improvements as Owner may, by notice to Tenant prior to expiration or earlier termination, require Tenant to remove. Tenant shall, prior to expiration of the term or earlier termination of this Lease, remove such Tenant improvements as Owner may designate for removal and all Tenant's trade fixtures, and repair or pay for all repairs of damage to the premises occasioned by the removal.

15. DESTRUCTION OF PREMISES: In the event of a partial destruction of the premises from any cause during the term, Owner shall forthwith repair the same, if such repairs can be made within sixty (60) days under existing governmental laws and regulations. Such partial destruction shall not terminate this Lease. Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Tenant on the premises. If such repairs cannot be made within such sixty (60) days, Owner, at Owner's option, may elect to make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, failing which election this Lease may be terminated: by Tenant, by written notice within 30 days after Owner's election not to make the repairs; or by Owner, by written notice to Tenant at any time.

In the event that the building in which the demised premises may be situated is destroyed to the extent of 10% or more of the cost of replacing the destroyed and damaged portions, Owner may elect to terminate this Lease, whether the demised premises are damaged or not. A total destruction of the building in which the premises are situated shall terminate this Lease.

33. **MULTIPLE OCCUPANCY.** The relationship between Owner and Tenant is one of landlord and tenant, and not one of partnership, trust, joint venture or other fiduciary relationship. Without modifying Section 3(a) or Section 5, if there is more than one named Tenant, the named Tenants are jointly and severally responsible for payment of rent and performance of the Tenant's other obligations under this Lease.

34. **STATEMENT OF DISCLOSURE.** Your live-work units are located in a commercial and industrial character of the City of Oakland. Tenant to accept the potential of the uses in the area could result certain off-site impacts at higher levels than would be expected in residential areas. You may only engage in the activities determined by the relevant City of Oakland General Plan and Zoning Designation.

35. **OAKLAND BUSINESS TAX CERTIFICATE.** Tenant shall apply for and maintain a valid City of Oakland Business Tax Certificate for a business.

36. **ENTIRE AGREEMENT:** This Lease constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. The following addendum and exhibits, if checked, have been made a part of this Lease before the parties' execution:

- Addendum.
- Exhibit A: Lease-Based Paint Disclosure (required by law for rental property built prior to 1978)
- Exhibit B: The Oakland Cannery House Rules and Regulations.

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.

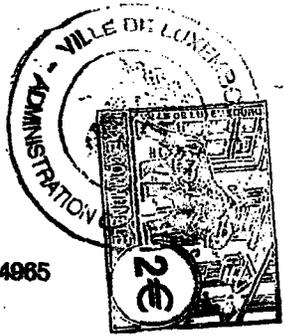
The undersigned Tenant hereby enters into this Lease, and acknowledges receipt of a copy of this Lease.

Dated: 4 Dec. 2008
Jill Marie Cavenee
JILL MARIE CAVENEE
Tenant

ACCEPTANCE:

Dated: _____

THERON BULLMAN
Agent for Owner
PACIFIC AMERICAN MANAGEMENT (PAMCO), LLC
Address for notices: 104 Caledonia St., Ste. C, Sausalito, CA 94965



Vu pour légalisation de la signature
de Mme CAVENEE Jill Marie

Luxembourg, le 04-12-2008

Pour le Bourgmestre,
le Fonctionnaire délégué,
Dall'Agnoel C.

Dall'Agnoel

000115

OCT 3 2011

LEASE AMENDMENT NO. 1

1. Existing Lease:
 - a. Original Lease: Artist Studio Commercial Lease—Rental Agreement dated December 2, 2008.
 - b. Prior Amendments (if any): N/A.
2. Landlord (Lessor/Owner): Pacific American Management (PAMCO), LLC.
3. Tenant (Lessee): Jill Cavence.
4. Premises Address: 5707 San Leandro Street, Studio E, Oakland, CA 94621.
5. Date of this Amendment (for purposes of reference only): September 26, 2011.

This is an amendment (this "Amendment") to the Existing Lease between Landlord and Tenant. Such Existing Lease, Landlord and Tenant are those set forth above.

Landlord and Tenant agree as follows.

1. Joshua Alan Brown removed as Occupant as of August 31, 2011.
2. Amy Murphy named as Occupant as of September 1, 2011.
3. Except as modified above, the Existing Lease remains in full force and effect. This Amendment shall prevail over anything to the contrary in the Existing Lease, but in all other respects the Existing Lease and this Amendment shall be construed together as one and the same agreement.

Landlord
Pacific American Management
(PAMCO), LLC

Tenant
Jill Cavence

By: _____
Name Printed: Theron Bullman
Title: Property Manager
duly authorized signer

By: Jill Cavence
Name Printed: Jill Cavence

Signature date: _____

Signature date: 30 Sept 2011

000116

LEASE AMENDMENT NO. 2

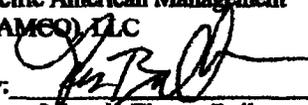
1. Existing Lease:
 - a. Original Lease: Artist Studio Commercial Lease—Rental Agreement dated December 2, 2008.
 - b. Prior Amendments (if any): Lease Amendment 1 dated September 26, 2011.
2. Landlord (Lessor/Owner): Pacific American Management (PAMCO), LLC.
3. Tenant (Lessee): Jill Cavenee.
4. Premises Address: 5707 San Leandro Street, Studio B, Oakland, CA 94621.
5. Date of this Amendment (for purposes of reference only): May 25, 2012.

This is an amendment (this "Amendment") to the Existing Lease between Landlord and Tenant. Such Existing Lease, Landlord and Tenant are those set forth above.

Landlord and Tenant agree as follows.

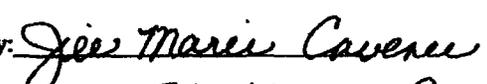
1. Jill Marie Cavenee removed as Tenant as of June 1, 2012.
2. Katherine Marie Cavenee named as Tenant as of June 1, 2012
2. Amy Murphy named as Co-Tenant as of June 1, 2012.
3. Except as modified above, the Existing Lease remains in full force and effect. This Amendment shall prevail over anything to the contrary in the Existing Lease, but in all other respects the Existing Lease and this Amendment shall be construed together as one and the same agreement.

Landlord
Pacific American Management
(PAMCO), LLC

By: 
Name Printed: Theron Bullman
Title: Property Manager
duly authorized signer

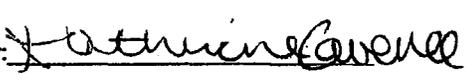
Signature date: 5/25/12

Tenant
Jill Marie Cavenee

By: 
Name Printed: Jill Marie Cavenee

Signature date: 5.25.12

Tenant
Katherine Marie Cavenee

By: 
Name Printed: Katherine Cavenee

Signature date: 5-30-12

Tenant
Amy Murphy

By: 
Name Printed: Amy Murphy

Signature date: 5.30.2012

LEASE AMENDMENT NO. 3

- 1 Existing Lease
 - a Original Lease Artist Studio Commercial Lease—Rental Agreement dated December 2, 2008
 - b Prior Amendments (if any) Lease Amendment 1 dated September 26, 2011 and Lease Amendment 2 dated May 25, 2012
- 2 Landlord (Lessor/Owner) Pacific American Management (PAMCO), LLC
- 3 Tenant (Lessee) Katherine Marie Cavence and Amy Murphy
- 4 Premises Address 5707 San Leandro Street, Studio E, Oakland, CA 94621
- 5 Date of this Amendment (for purposes of reference only) March 27, 2015

This is an amendment (this "Amendment") to the Existing Lease between Landlord and Tenant. Such Existing Lease, Landlord and Tenant are those set forth above.

Landlord and Tenant agree as follows:

- 1 Amy Murphy removed as Co-Tenant as of April 1, 2015.
- 2 Except as modified above, the Existing Lease remains in full force and effect. This Amendment shall prevail over anything to the contrary in the Existing Lease, but in all other respects the Existing Lease and this Amendment shall be construed together as one and the same agreement.

Landlord

Pacific American Management
(PAMCO), LLC

By: _____
Name Printed Theron Bullman
Title Property Manager
duly authorized signer

Signature date: _____

Tenant

Katherine Marie Cavence

By: _____
Name Printed _____

Signature date: _____

Tenant

Amy Murphy

By: _____
Name Printed _____

Signature date: _____

LEASE AMENDMENT NO. 4

1. Existing Lease:
 - a. Original Lease: Artist Studio Commercial Lease—Rental Agreement dated December 2, 2008.
 - b. Prior Amendments (if any): Lease Amendment 1 dated September 26, 2011, Lease Amendment 2 dated May 25, 2012 and Lease Amendment 3 dated March 27, 2015.
2. Landlord (Lessor/Owner): Pacific American Management (PAMCO), LLC.
3. Tenant (Lessee): Katherine Marie Cavenee.
4. Premises Address: 5707 San Leandro Street, Studio E, Oakland, CA 94621
5. Date of this Amendment (for purposes of reference only): May 4, 2015.

This is an amendment (this "Amendment") to the Existing Lease between Landlord and Tenant. Such Existing Lease, Landlord and Tenant are those set forth above.

Landlord and Tenant agree as follows.

1. James Lee named as Occupant as of June 1, 2015.
2. Except as modified above, the Existing Lease remains in full force and effect. This Amendment shall prevail over anything to the contrary in the Existing Lease, but in all other respects the Existing Lease and this Amendment shall be construed together as one and the same agreement.

Landlord
Pacific American Management
(PAMCO), LLC

By: [Signature]
Name Printed: Theron Bullman
Title: Property Manager
duly authorized signer

Signature date: 5/4/15

Tenant
Katherine Marie Cavenee

By: [Signature]
Name Printed: Katherine Marie Cavenee

Signature date: 5/19/2015



CITY OF OAKLAND – COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY

Inspection services – 250 Frank H. Ogawa Plaza, Suite 2340, Oakland, California 94612. (510) 238-3102

CERTIFICATE OF OCCUPANCY C.O. NO. 10-0286

Jobsite Address	<u>5733 San Leandro Street</u>	Property Owner	<u>5733 San Leandro Street LP</u>
Permits	<u>B0703045</u>	<u>M0801196</u>	Permittee <u>Same As Owner</u>
	<u>E0801875</u>	<u>P0801762</u>	Parcel No. <u>041-3848-013-03</u>
Final Inspection Approved	<u>09/03/2010</u>	Occupancy	<u>M, R-7, U-1</u> Stories <u>2</u>
Use of Premises	<u>Mercantile, Storage/Parking, Live/Work (2nd floor conversion of Zone II & III to residentially oriented joint living and working quarters).</u>	Construction	<u>IIIB, VB</u> Sprinkler <u>Yes</u>
Subdivision		OBC Edition	<u>2008</u> Ordinance <u>12452 CMS</u>
No. of Units	Condo _____ Rental <u>20</u>	Planning Permits	<u>CM016181</u> Zone <u>M-40</u>
		Bldg Code Variances	<u>No</u>

STORY	ROOM DESCRIPTION	HABITABLE ROOMS
	Zone Three (Type VB, Group M, U-1, R-7)	
1 st Story	Mercantile Space with Break Room, Storage Room, Two Toilet Rooms with	
"	Lavatory, Nine Storage Rooms, Seven Parking Spaces.	0
2 nd Story	Nine Live/Work Units each with: Combination Living Room/Kitchen/Working Space,	
"	Bathroom, Bedroom, Storage Room. (Maximum 33% Work Area).	9
	Zone Two (Type VB, Group M, R-7)	
1 st Story	Two Mercantile Spaces each with: Office, Two Handicapped Accessible Toilet Rooms	
"	with Lavatory.	
2 nd Story	Eleven Live/Work Units each with: Combination Living Room/Kitchen Working	
"	Space, Bathroom, Bedroom, Storage Room. (Maximum 33% Living Area).	11

On-Site Parking Thirty-Eight Including Handicapped Accessible Spaces. Room Total _____

Comments: 4 hour fire walls separating Zone I from Zone III

2 hour fire walls separating Zone II from Zone III and Zone III from Zone IV and Zone V from Zone II Page 1 of 2

THIS BUILDING HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED CODES AND ORDINANCES FOR THE OCCUPANCIES AND THE USES DESCRIBED ABOVE, AND OCCUPANCY OF THE PREMISES ONLY FOR SAID PURPOSES IS HEREBY AUTHORIZED.

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL, ALTER, OR SET ASIDE ANY OF THE PROVISIONS OR REQUIREMENTS OF ANY LAWS OR CITY OF OAKLAND ORDINANCES NOR SHALL SUCH ISSUANCE THEREAFTER PREVENT REQUIRING CORRECTIONS OF ERRORS OR OF VIOLATIONS OF SAID REGULATIONS. THIS CERTIFICATE IS NOT A LICENSE.

By: *Shane*
INSPECTIONS MANAGER

BUILDING OFFICIAL
Date Issued: May 18, 2011

Copies: Owner Assessor Microfilm *Business License



CITY OF OAKLAND – COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY

Inspection services – 250 Frank H. Ogawa Plaza, Suite 2340, Oakland, California 94612 (510) 238-3102

CERTIFICATE OF OCCUPANCY
C.O. NO. 10-0286

Jobsite Address 5733 San Leandro Street
Property Owner 5733 San Leandro Street LP
Permits B0703045 M0801196
E0801875 P0801762
Final Inspection Approved 09/03/2010
Occupancy M, R-7, U-1, S-2 Stories 2
Use of Premises Mercantile, Storage/Parking, Live/Work.
Construction IIB, VB Sprinkler Yes
OBC Edition 2008 Ordinance 12452 CMS
Subdivision Planning Permits CM016181 Zone M-40
No. of Units Condo Rental 20 Bldg Code Variances No

Table with columns: STORY, ROOM DESCRIPTION, HABITABLE ROOMS. Includes entries for Zone One, Zone Four, and Zone Five with room counts of 0. Includes On-Site Parking: Thirty-Eight including Handicapped Accessible Spaces. Room Total: 20.

THIS BUILDING HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED CODES AND ORDINANCES FOR THE OCCUPANCIES AND THE USES DESCRIBED ABOVE, AND OCCUPANCY OF THE PREMISES ONLY FOR SAID PURPOSES IS HEREBY AUTHORIZED.

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL, ALTER, OR SET ASIDE ANY OF THE PROVISIONS OR REQUIREMENTS OF ANY LAWS OR CITY OF OAKLAND ORDINANCES NOR SHALL SUCH ISSUANCE THEREAFTER PREVENT REQUIRING CORRECTIONS OF ERRORS OR OF VIOLATIONS OF SAID REGULATIONS. THIS CERTIFICATE IS NOT A LICENSE.

By: [Signature Line] Date Issued: May 18, 2011
INSPECTIONS MANAGER
Copies: [] Owner [] Assessor [] Microfilm [] *Business License

PROOF OF SERVICE

Case Numbers: T18-0372, T19-0024, T19-0025, T19-0027, T19-0028, T19-0029, T19-0030, T19-0031, T19-0032, T19-0033, T19-0034, T19-0035

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.

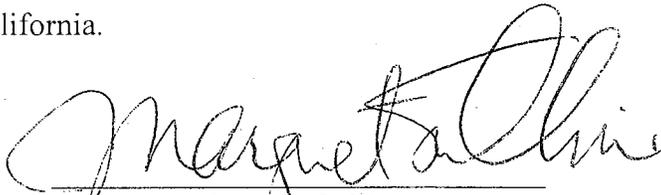
Today, I served the attached **PROPERTY OWNER RESPONSES in the above-referenced cases** by placing a true copy of each in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Tenant Representative

Lilac Law Group, Attn: Jennifer Willis
505 14th Street, Ste. 900
Oakland, CA 94612

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

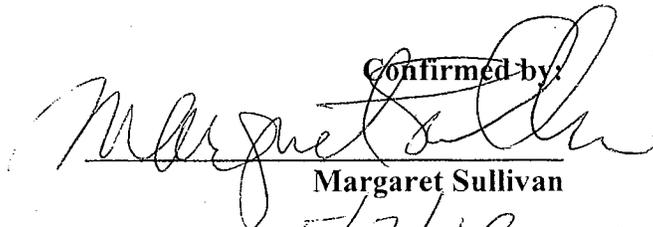
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 2, 2019** in Oakland, California.


Margaret Sullivan
Oakland Rent Adjustment Program

**COURTESY COPIES RECEIVED BY HAND
BY:**


Signature / Date

Print Name

Confirmed by:

Margaret Sullivan
5/2/19

000122

PROOF OF SERVICE
Case Number T19-0035

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.

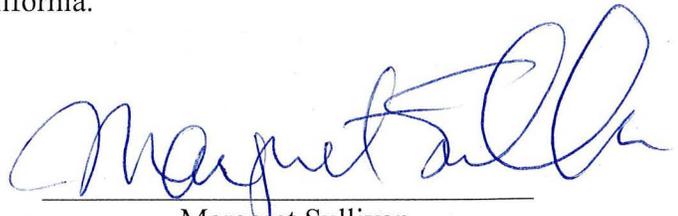
Today, I served the attached **PROPERTY OWNER RESPONSE in the above-referenced case** by placing a true copy of each in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Tenant

Katherine Cavenee
5707 San Leandro St., Unit E
Oakland, CA 94621

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 1, 2019** in Oakland, California.



Margaret Sullivan
Oakland Rent Adjustment Program

MS / ()
SK

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 AUG 14 PM 4:04

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	<u>PROPERTY OWNER</u> <u>RESPONSE</u>
--	--	--

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

CASE NUMBER T 19-0218

Your Name Green Sage Management	Complete Address (with zip code) 1137 Bannock Street Denver, CO 80204	Telephone: (303) 435 - 0064 Email: patrick@greensagemb.com
Your Representative's Name (if any) Timothy A. Larsen, Attorney at Law	Complete Address (with zip code) 123 Bay Place, Suite 11 Oakland, CA 94610	Telephone: (510) 238 - 9333 Email: tlarsenlaw@gmail.com
Tenant(s) Name(s) Matthew Arthur Laws	Complete Address (with zip code) 5707 San Leandro Street, Unit B Oakland, CA 94621	Telephone: (650) 648 - 3732
Property Address (If the property has more than one address, list all addresses) 5707 San Leandro Street, Oakland, CA 94621		Total number of units on property 9

Have you paid for your Oakland Business License? Yes No Lic. Number: 00206270
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

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

Date on which you acquired the building: 9 / 23 / 17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

If you are justifying additional contested increases, please attach a separate sheet.

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

The tenant moved into the rental unit on 4/7/2013.

The tenant's initial rent including all services provided was: \$ 1500 / month.

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

If yes, on what date was the Notice first given? N/A

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

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
1/31/19	3/1/19	\$ 1,618.86	\$ 1,779.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

Tenant has not submitted description of the reduced services or problems, date of lost services or problems, notifications to owner or calculation of value of lost services or problems.

V. VERIFICATION

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



Property Owner's Signature

August 6, 2019

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

PROOF OF SERVICE
Case Number T19-0218

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

Tenant:
Matthew Arthur Laws
5707 San Leandro St., #B
Oakland, CA 94621

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 12, 2019** in Oakland, California.



Margaret Sullivan
Oakland Rent Adjustment Program

15 / (15) SK

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

 <p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721</p>	For date 2019 AUG 14 PM 4:04
	<p><u>PROPERTY OWNER</u> <u>RESPONSE</u></p>

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

CASE NUMBER T 19-0220 ~~19-0218~~

Your Name Green Sage Management	Complete Address (with zip code) 1137 Bannock Street Denver, CO 80204	Telephone: (303) 435 - 0064
		Email: patrick@greensagemb.com
Your Representative's Name (if any) Timothy A. Larsen, Attorney at Law	Complete Address (with zip code) 123 Bay Place, Suite 11 Oakland, CA 94610	Telephone: (510) 238 - 9333
		Email: tlarsenlaw@gmail.com
Tenant(s) Name(s) Dustin Schultz	Complete Address (with zip code) 5707 San Leandro Street, Unit D Oakland, CA 94621	(612) 850 - 7139 dust@ofaust.in
Property Address (If the property has more than one address, list all addresses) 5707 San Leandro Street, Oakland, CA 94621		Total number of units on property 9

Have you paid for your Oakland Business License? Yes No Lic. Number: 00206270
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

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

Date on which you acquired the building: 9/23/17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

If you are justifying additional contested increases, please attach a separate sheet.

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

The tenant moved into the rental unit on 6/1/2009_____.

The tenant's initial rent including all services provided was: \$ 1,477 / month.

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

If yes, on what date was the Notice first given? N/A

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

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
1/29/19	3/1/19	\$ 1,671.51	\$ 1,838.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

Tenant has not submitted description of the reduced services or problems, date of lost services or problems, notifications to owner or calculation of value of lost services or problems.

V. VERIFICATION

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



Property Owner's Signature

August 6, 2019

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

PROOF OF SERVICE
Case Number T19-0220

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

Tenant:
Dustin Schultz
5707 San Leandro St., #D
Oakland, CA 94621

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 12, 2019** in Oakland, California.



Margaret Sullivan
Oakland Rent Adjustment Program

MS/

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 AUG 29 PM 12:49
For date stamp.

 <p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721</p>	<p><u>PROPERTY OWNER</u> <u>RESPONSE</u></p>

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

CASE NUMBER T19 - 0251

Your Name Green Sage Management, LLC	Complete Address (with zip code) 1137 Bannock Street Denver, CO 80204	Telephone: (720) 612 - 7739 Email:
Your Representative's Name (if any) Timothy A. Larsen	Complete Address (with zip code) 123 Bay Place, Suite 11 Oakland, CA 94610	Telephone: (510) 238 - 9333 Email: tlarsenlaw@gmail.com
Tenant(s) Name(s) Abigail Baird	Complete Address (with zip code) 5707 San Leandro St., Suite G Oakland, CA 94021	(505) 629 - 8163
Property Address (If the property has more than one address, list all addresses) 5707 San Leandro Street	Total number of units on property 9	

Have you paid for your Oakland Business License? Yes No Lic. Number: 00206270
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

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

Date on which you acquired the building: 9/23/17.

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

If you are justifying additional contested increases, please attach a separate sheet.

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

The tenant moved into the rental unit on 10/20/2014.

The tenant's initial rent including all services provided was: \$ 1,700 / month.

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

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

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

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
1/28/2019	3/1/2019	\$ 1,804.02	\$ 1,984.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

RECEIVED
 CITY OF OAKLAND
 RENT ARBITRATION PROGRAM
 2019 AUG 29 PM 12:49

2019 AUG 29 PM 12: 50

III. EXEMPTION

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

Commercial Property

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

2019 AUG 29 PM 12:50

V. VERIFICATION

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



Property Owner's Signature

8/28/19

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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



Property Owner's Signature

8/28/19

Date

PROOF OF SERVICE
Case Number T19-0251

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

Tenant:

Abigail Baird
5707 San Leandro St., Ste. G
Oakland, CA 94621

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 11, 2019** in Oakland, California.



Margaret Sullivan
Oakland Rent Adjustment Program

CITY OF OAKLAND



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

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBERS: T18-0281, Monroe v. Green Sage (5733 #7)
T18-0399 & T19-0027, Stewart v. Green Sage (5733 #2)
T19-0029, Szklanecki v. Green Sage (5733 #6)
T18-0372, Amory v. Green Sage (5707 #A)
T19-0032, Long v. Green Sage (5707 #H)
T19-0035, Cavenee v. Green Sage (5707 #E)
T19-0218, Laws v. Green Sage (5707 #B)
T19-0220, Schultz v. Green Sage (5707 #D)
T19-0251, Baird v. Green Sage (5707 #G)

PROP. ADDRESSES: 5707 and 5733 San Leandro St., Oakland, CA

DATES OF HEARINGS: May 8, 2019
January 3, 2020
April 26, 2021, remotely via Zoom

DATE OF DECISION: July 1, 2021

APPEARANCES: Douglas Stewart, Tenant (5733, Unit #2)
Brett Amory, Tenant (5707, Studio A)
Matt Laws, Tenant (5707, Studio B)
Dustin Schultz, Tenant (5707, Studio D)
Abigail Baird and Jaron Hollander, former Tenants
(5707, Studio G)
Bradley Long, Tenant (5707, Studio H)
Lina Tcheremisina, Observer and co-tenant of Bradley
Long (5707, Studio H)
Juliet Smith, Witness for Tenants
Lisa Giampaoli, Attorney for Tenants
Ken Greer, Owner, Managing Partner of Green Sage
Bruce Miller, Owner, Member of Green Sage
Timothy Larsen, Attorney for Owners
Ariel Gershon, Observer
Richard Palenchar, Attorney for Tenants
(limited appearance to dismiss Tenant Petitions)

000139

SUMMARY OF DECISION

The units located at 5707 San Leandro Street are exempt from the Rent Adjustment Ordinance as new construction. The units located at 5733 San Leandro Street are subject to the jurisdiction of the Rent Adjustment Program.

BACKGROUND

This case involves two buildings located at 5707 and 5733 San Leandro Street. Originally, the tenants filed 23 tenant petitions alleging decreased housing services and/or illegal rent increases. The petitions were filed during the time period from May of 2018 through October of 2018. Additionally, some tenants filed second petitions in the Spring of 2019 and requested that all pending petitions be consolidated and set for one single hearing. The tenants also requested mediation.

The cases were consolidated and a mediation was conducted on May 7, 2019. The mediation was unsuccessful and a hearing began on May 8, 2019, by Hearing Officer Elan Lambert. The hearing was not completed and the cases were re-assigned to Hearing Officer Stephen Kasdin to complete the hearing. Officer Kasdin conducted a hearing on January 3, 2020. The parties informed the Hearing Officer at the hearing on January 3, 2020, that Arthur Monroe died in the fall of 2019. He lived at 5733 San Leandro St., Unit #7. His petition (T19-0025) alleged a single claim for a loss of housing services and did not allege a claim for illegal rent increase. No representative appeared for any hearings on January 3, 2020 and April 26, 2021.

The hearing on January 3, 2020, was not completed and a follow-up hearing was scheduled for March 11, 2020. Due to the COVID-19 pandemic, the hearing could not be held. The Rent Adjustment Program (RAP) began holding remote hearings in June of 2020. However, Officer Kasdin retired and the hearing had to be further postponed and re-assigned to a third Hearing Officer, Linda Moroz.

A hearing was scheduled for April 26, 2021. Since the initial filing, a majority of the petitioners requested to dismiss their petitions either by submitting a request for dismissal or by making a request at the remote hearing by their representative. Out of the original 23 consolidated petitions, only the 10 petitions listed in this Hearing Decision remain pending. They are listed below as follows:

5707 Building

- Brett Armory, T18-0372
- Brad Long, T19-0032
- Katherine Cavenee, T19-0035
- Matthew Laws, T19-0218
- Dustin Schultz, T19-0220
- Abigail Baird/Jaron Hollander, T19-0251

5733 Building

- Alistair Monroe, T18-0281
- Douglas Stewart, T18-0399 and T19-0027
- Jeff Szklanecki, T19-0029

CONTENTIONS OF THE PARTIES

Petitions Relating to 5733 Building

Tenant Petitions T18-0281 (Monroe), T18-0399 and T19-0027 (Stewart), and T19-0029 (Szklanecki) allege a claim of decreased housing services relating to a loss of resident manager, security issues and a lack of general maintenance and upkeep of the subject property.

Petitions Relating to 5707 Building

Tenant Petition T18-0372 (Amory) alleges decreased housing services relating to a loss of parking and storage.

Tenant Petitions T19-0032 (Long) and T19-0035 (Cavenee) allege decreased housing services relating to security issues and a lack of general maintenance.

Tenant Petition T19-0218 (Laws) contests a single rent increase from \$1,618.86 to \$1,779.00, effective March 1, 2019, alleging that no RAP notice was ever provided to the tenant. The petition also alleges decreased housing services relating to the lack of a resident manager.

Tenant Petition T19-0220 (Schultz) contests a single rent increase from \$1,671.51 to \$1,838.00, effective March 1, 2019, alleging that no RAP notice was ever provided to the tenant. The petition also alleges decreased housing services relating to the lack of a resident manager.

Tenant Petition T19-0251 (Baird) contests a single rent increase from \$1,804.02 to \$1,984.00, effective March 1, 2019, alleging that no RAP notice was ever provided to the tenant. The petition also alleges decreased housing services relating to the lack of a resident manager.

The owner filed a Property Owner Response, alleging that the subject property is exempt as newly constructed and a certificate of occupancy was issued for it on or after January 1, 1983, and attached copies of the Certificate of Occupancy (3 pages).

Representatives Requested to Limit Issues at 4/26/21 Hearing

At the beginning of the remote hearing on April 26, 2021, the parties' representatives clarified that the only issue for adjudication by the RAP is whether the

subject property is exempt from the Rent Adjustment Ordinance. The representatives explained that the parties have a pending civil lawsuit relating to the subject property and the tenancies.

The tenants' representative withdrew the tenants' claims for alleged decreased housing services. The only remaining claim in the tenant petitions is for illegal rent increases. A claim for illegal rent increases is only raised in Tenant Petitions T19-0218 (Laws), T19-0220 (Schultz) and T19-0251 (Baird).

The owners allege that nine (9) units located at 5707 San Leandro Street are exempt from the Rent Adjustment Ordinance as newly constructed.

The owners' representative clarified at the hearing that the owners do not allege exemption for eleven (11) units located at 5733 San Leandro Street due to residential use prior to 1983.

ISSUE

Are the units located at 5707 San Leandro Street exempt from the Rent Adjustment Ordinance?

EVIDENCE

The current owners acquired the subject property, consisting of two buildings, 5707 and 5733 San Leandro Street, on September 23, 2017. The buildings have different numbers but they are located on one parcel, having one parcel number: APN 041-3848-013-03.

Owners' Testimony

One of the owners, Bruce Miller, testified that the original two buildings that existed since the 1920's on the parcel originally were 5601 and 5733 San Leandro Street and were part of a complex called Continental Can. The cannery and a warehouse were located on the main ground floor and only 5733 had a second floor that contained barracks-type living quarters with a common bath/shower room for the cannery workers. The 5707 building was another large warehouse that was built later and did not have a 2nd story. Miller testified that the second story within the warehouse was developed and built after 1983 and that there was no prior residential use.

Patrick Koentges, one of the owners, testified that the 5707 building was a large commercial warehouse on the main floor that was built in the 30's and the residential live/work units were developed and built on the 2nd floor after 1983. He testified that the permit records show the first permit activity to construct the nine residential units as they exist today in the 5707 building began around the year 2002.

The blue prints dated February 27, 2003, for the 5707 building show the warehouse, workshop, retail space, 8 parking stalls, 9 storage units, and a laundry facility on the main (1st) Floor and nine two-story Studios A through I on the 2nd and 3rd Floors.

The blue prints for the 5733 building show eleven units on the second floor, numbered #1, 2, 3A, 3B, 4, 5A, 5B, 6, 7, 8 and 9. Koentges also testified that these eleven units existed before 1983. This testimony is undisputed and was corroborated by submission of Arthur Monroe's Tenant Petition to the Rent Board, stating under penalty of perjury that he moved into 5733 San Leandro Street in June of 1978. The petition is dated August 4, 1989, stating that there was a total of 11 units in 1989.

Tenant Testimony

Several tenants testified at the hearing on January 3, 2020, as follows:

James Dawson testified that he was a building manager from 1999 to May 2018 while he lived at 5733 San Leandro St., Unit #4. He requested to dismiss his petition via his representative at the 4/26/21 remote hearing.

Rebecca Firestone testified that she met the current owners in 2017 while they were touring the building. She lived at 5733 San Leandro St., Unit #1. Her representative requested to dismiss her petition at the 4/26/21 remote hearing and stated that she and other tenants from the 5733 building are pursuing a civil lawsuit.

Douglas Stewart testified that he has been a resident at 5733 San Leandro St., Unit #2, since 2007. He testified that he is a cannabis owner and there has been a lack of maintenance since Green Sage acquired the property. His two tenant petitions allege code violations (T18-0399) and a loss of housing services (T18-0399 and T19-0027) but no claim for illegal rent increase.

Sara Herrera testified that she worked in an art gallery relating to the history of the cannery and talked to Arthur Monroe who told her he moved into 5733 San Leandro in 1978. Ms. Herrera's petition (T19-0033) did not allege a claim for illegal rent increase and was subsequently dismissed.

Documents

The parties submitted the following documents, many of them containing duplicates but they were admitted into evidence without objections:

1. Two binders submitted by Rebecca Firestone (T18-0282) on April 16, 2019, containing correspondence relating to alleged decreased housing services, tenant affidavits relating to residency at the 5733 building, Certificate of Occupancy, building records, newspaper articles, and lease documents.¹

¹ Exhibit A

2. Tenant Petition Addendum submitted by Rebecca Firestone on July 3, 2019, which contains a revised submission relating to alleged decreased housing services claims, and duplicate copies of prior binder submission.²

3. Evidence Packet numbered pages 1 through 68, prepared by Rebecca Firestone, containing photographs of the 5733 San Leandro Street building, Certificate of Occupancy, sample “artist studio commercial leases” with Pamco, Arthur Monroe’s Tenant Petition dated August 4, 1989, entries from Tracers google search for people and addresses at the subject property, building department complaint entries, and email correspondence with Green Sage Management.³

4. Evidence Packet submitted by the owner prior to the January 3, 2020, hearing, containing 41 pages, including three Certificates of Occupancy, and the City of Oakland Building Department permit/complaint records for each building.⁴

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Exemption – 5707 San Leandro Street

The Rent Ordinance exempts certain dwelling units which were newly constructed and received a certificate of occupancy on or after January 1, 1983.⁵ The unit must be newly constructed or created from space that was formerly entirely non-residential.⁶ Newly constructed units include legal conversions of spaces that were formerly entirely commercial.⁷

The Housing Residential Rent and Relocation Board (HRRRB) has ruled that exemptions are allowed for units constructed after 1/1/83.⁸ Even a unit located in a building that was built prior to 1983 was exempt as newly constructed because it was created after 1983 out of space not previously used for housing.⁹ A Certificate of Occupancy or its functional equivalent, such as a finalized permit, is sufficient for exemption.¹⁰

The tenants assert that the *Da Vinci* decision is applicable. Their reliance on this decision is misplaced. The Court in *Da Vinci Group v. San Francisco Residential Rent Stabilization and Arbitration Board* (1992), 5 Cal. App. 4th 27, held that the live/work units were not exempt as newly constructed even though the Certificate of Occupancy was issued after 1979 because of residential occupancy that existed between 1979 and

² Exhibit B

³ Exhibit C

⁴ Exhibit D

⁵ O.M.C. §8.22.030 (A)(5)

⁶ O.M.C. §8.22.030 (A)(5)

⁷ O.M.C. Regulations §8.22.030 (B)(2)(a)(iv)

⁸ HRRRB Appeal Decision in T01-0178, Parfait v. Miller

⁹ HRRRB Appeal Decision in T01-0107, Castellanos v. Geer

¹⁰ HRRRB Appeal Decision in T04-0163, Garson v. Collins and T12-0112, Williams v. Taplin

the issuance of the Certificate of Occupancy. The San Francisco Rent Ordinance exempts all units if the Certificate of Occupancy was issued after June 13, 1979 (enactment of the ordinance) but limits the exemption specifically for live/work units. The ordinance has a specific provision for live/work units that exempts only those live/work units if there was no residential use prior to the issuance of the Certificate of Occupancy even if the Certificate of Occupancy was issued after June 13, 1979.

The Oakland Rent Ordinance does not have such provision. The Oakland Rent ordinance exempts all units built after January 1, 1983, that are entirely newly constructed from the ground up or units that were converted or created from a non-residential space. If the unit is not build entirely from the ground up, the property must be created or converted from a non-residential space after January 1, 1983.¹¹ If the property was converted and received a certificate of occupancy after January 1, 1983, but the unit was used for a residential purpose prior to 1983, it is not exempt.¹²

5733 Building

It is undisputed that there was residential use in the 5733 San Leandro St. building prior to January 1, 1983, and therefore, the eleven units located in that building are not exempt from the Rent Adjustment Ordinance.

5707 Building

All nine residential units, located on the 2nd floor of the 5707 San Leandro St. were newly constructed and created within a space of a warehouse, a commercial space and a non-residential space. The Certificate of Occupancy was issued on May 18, 2011, and shows the final inspection approved on September 3, 2010. The Certificate of Occupancy lists separately 9 units (located on the 2nd floor of 5707 building) and 11 units (located on the 2nd floor of 5733 building). Both buildings have one parcel number but two addresses. While only one address (5733 San Leandro St) is listed on the Certificate of Occupancy as the Jobsite Address, each building is clearly described separately, showing what is located on the 1st and 2nd story of each building.

The permit history shows there was a permit issued to “alter 2nd floor to create 31,363 sq.ft. of new livable space” in 2002. On August 25, 2003, a permit was approved to “legalize 20 existing joint living and working quarters” and to “create more than 25,000 sq. feet of new joint living and working quarters.” The new joint living and working quarters were the nine units created on the 2nd floor of the 5707 warehouse building. The existing 11 units located in 5733 were also converted to joint living and working quarters at the same time the units at the 5707 building were created. The final inspections for all 20 units (11 in the 5733 building and 9 in the 5707 building) were approved in 2010.

¹¹ HRRRB Appeal Decision in L15-0061, 4CH Inc. v. Tenants

¹² HRRRB Appeal Decision in L18-0081, Michelsen v. Sherman

The Permit History also shows that the City of Oakland approved the Zoning Clearance for units located at the 5707 building for art (paintings and sculptures), music, light custom manufacturing, home occupations for on-line sales of vintage objects, music production and education, advertising and promotion service, digital photography, and graphic design, separately and individually for each Studio (A through H) in 2001, 2003, 2004, 2005, 2010, 2014 and 2016.

CONCLUSION

There was evidence that only 11 units existed in 1989 in the 5733 building per tenant Monroe's Petition. It is undisputed that a residential use existed in the 5733 building prior to January 1, 1983.

There was no evidence of a residential use before January 1, 1983, in the 5707 building. These units were newly created and converted from a commercial/warehouse space after January 1, 1983. The owner has met the requirements of the Rent Ordinance, and the subject property, consisting of the 9 units located at the 5707 San Leandro Street building, is exempt from the Rent Ordinance.

Therefore, the RAP does not have jurisdiction to address any issues in the Tenant Petitions relating to illegal rent increases for the units located in the 5707 building.

While the units located in the 5733 building are subject to RAP jurisdiction, the tenants have withdrawn their claims of decreased housing services and there are no claims of illegal rent increases.

ORDER

1. The units located at 5707 San Leandro St. are exempt from the Rent Adjustment Ordinance as new construction.
2. The Tenant Petitions T18-0372, T19-0032, T19-0035, T19-0218, T19-0220 and T19-0251 are denied as they pertain to units at 5707 San Leandro Street.
3. The property is still subject to the RAP fee because the units are subject to the Just Cause Ordinance.¹³
4. A certificate of exemption shall be issued after expiration of the appeal period.
5. The units located at 5733 San Leandro St. are not exempt from the Rent Adjustment Ordinance and are under the jurisdiction of the Rent Adjustment Program.

¹³ O.M.C. §8.22.350 I (1)

6. The Tenant Petitions T18-0281, T18-0399, T19-0027 and T19-0029 pertaining to 5733 San Leandro Street are denied since they do not allege any claims for illegal rent increases and the tenants withdrew all claims of decreased housing services.

Right to Appeal: This decision is the final decision of the Rent Adjustment Program. Either party may appeal this decision by filing a RAP appeal form within 15 days after service of the decision. The date of service is shown on the attached Proof of Service.

Dated: July 1, 2021

Linda Moroz

Linda M. Moroz
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Numbers T18-0281, T18-0372, T18-0399, T19-0027, T19-0029, T19-0032, T19-0035, T19-0218, T19-0220, T19-0251

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

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

Document Included

Hearing Decision

Owner

Green Sage Management
1137 Bannock Street
Denver, CO 80204

Owner Representative

Timothy Larsen, Attorney at Law
123 Bay Place, Suite 11
Oakland, CA 94610

Tenants

Alistair Monroe
5733 San Leandro Street #7
Oakland, CA 94621

Brett Amory
5707 San Leandro Street, Unit A
Oakland, CA 94621

Douglas Stewart
5733 San Leandro Street #2
Oakland, CA 94621

Jeff Szklanecki
5733 San Leandro Street #6
Oakland, CA 94621

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Brad Long
5707 San Leandro Street, Unit H
Oakland, CA 94621

Katherine Cavenee
5707 San Leandro Street, Unit E
Oakland, CA 94621

Matthew Arthur Laws
5707 San Leandro Street, Unit B
Oakland, CA 94621

Dustin Schultz
5707 San Leandro Street, Unit D
Oakland, CA 94621

Abigail Baird
785 7th Street
Oakland, CA 94607

Tenant Representative

Lisa Giampaoli, Giampaoli Law
100 Pine Street, Ste.1250
San Francisco, CA 94111

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **July 02, 2021** in Oakland, CA.



Ava Silveira
Oakland Rent Adjustment Program

000149



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

For date stamp.

APPEAL

Appellant's Name Matthew Laws, et. al. (Amory, Schultz, Baird, Long)		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 5707 San Leandro Street, Units A, B, D, G, H Oakland, CA 94621		See attached table of parties and addresses	
Appellant's Mailing Address (For receipt of notices)		Case Number T19-0218 (Laws), T18-0372 (Amory), T19-0220 (Schultz), T19-0251 (Baird), T19-0032 (Long)	
Same as property addresses above, see attached table of parties and addresses.		Date of Decision appealed July 1, 2021	
Name of Representative (if any) Lisa Giampaoli		Representative's Mailing Address (For notices) 100 Pine Street, Ste 1250, San Francisco CA 94111	

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.)* [Decision order #6.](#)

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 7/16, 2021, 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: **–SERVED VIA ELECTRONIC EMAIL**

And provided copies to Mathew Laws to serve by mail to:

Name	Green Sage Property Mgt.
Address	1137 Bannock Street
City, State Zip	Denver, CO 80204
Name	Tim Larsen
Address	tlarsenlaw@gmail.com
City, State Zip	23 Bay Pl #11, Oakland, CA 94610

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	
DATE	7/16/21

For more information phone (510) 238-3721.

PARTIES AND ADDRESSES:

Brett Amory (T18-0372)
5707 San Leandro Street, Unit A
Oakland, CA 94621

Abigail Baird (T19-0251)
2801 Ashby Ave
Berkeley Ca 94705

Matthew Laws (T19-0218)
5707 San Leandro Street, Unit B
Oakland, CA 94621

Brad Long (T19-0032)
5707 San Leandro Street, Unit H
Oakland, CA 94621

Dustin Schultz (T19-0220)
5707 San Leandro Street, Unit D
Oakland, CA 94621

1 Lisa Giampaoli, SBN 291234
Giampaoli Law
2 100 Pine Street, Suite 1250
San Francisco, CA 94111
3 Telephone: (415) 890-6529

4 Attorney for Tenants/Appellants
Matthew Laws, Brett Amory, Dustin Schultz,
5 Abigail Baird, Jaron Hollander, and Brad Long.

6
7
8 OAKLAND RENT ADJUSTMENT BOARD
9 CITY OF OAKLAND

10 RE: 5707 San Leandro St.
11 MATTHEW A. LAWS, *et. al.*,
12 Tenant-Appellants,
13
14 v.
15 GREEN SAGE MANAGEMENT, LLC and
16 OAKLAND CANNERY REAL ESTATE,
LLC,
17 Landlord-Respondent.

Consolidated petitions:
T19-0218 (Laws), T18-0372 (Amory),
T19-0220 (Schultz), T19-0251
(Baird/Hollander), T19-0032 (Long).

**MEMORANDUM IN SUPPORT OF
APPEAL OF TENANT-APPELLANTS
MATT LAWS, BRETT AMORY,
DUSTIN SCHULTZ, ABIGAIL BAIRD,
JARON HOLLANDER, and BRAD LONG.**

Hearing Date: TBD

18
19
20
21 **INTRODUCTION**

22 Tenant/Appellants appeal the decision finding that that their dwelling units located in the
23 historic Cannery in East Oakland are exempt from the RAP as new construction. Appellants are a
24 group of artists and small business owners residing in live-work units that have been rented out for
25 residential use since at least 1994. Their units do not qualify as new construction because all
26 dwelling units in question had been constructed and were used residentially since at least 1994-
27 sixteen (16) years before any legal conversion took place, as evidenced by public records and
28

1 witness testimony. Permits were not finalized until 2010 and the only certificate of occupancy for
2 the property was issued in 2011.

3 There was no “new construction;” there was a legalization of pre-existing dwelling units
4 that had been used residentially for at least sixteen years.

5 Landlord/Respondent Green Sage (“Landlord”) is a Colorado based real estate investment
6 group that “provides strategic real estate investments for the legal cannabis industry.”¹ Since
7 purchasing the property in 2017, Landlord has refused to make necessary repairs, has created
8 serious habitability and security problems, and removed housing services such as parking spaces
9 and storage from Tenants for the benefit of the commercial cannabis tenants to whom Landlord
10 has leased the majority of the property. When Tenants refused to give up services and pay large
11 rent increases, Landlords claimed all live-work units at the property were commercial and exempt
12 from any and all Tenant protections. When that tactic failed, Landlords claimed all 20 units at the
13 property were exempt as new construction.
14

15
16 Though the decision issued found 11 units in the adjacent building to be covered by rent
17 control, it inexplicably determined that 9 units, including those of Appellants, are exempt as “new
18 construction.” Inexplicable because though it is the Landlord’s burden to prove an exemption,²
19 Landlord failed to provide any evidence other than its own unsubstantiated hearsay testimony to
20 support its claim that the units at issue were built after 1983. Also inexplicable because the
21 interpretation of the new construction exemption, i.e. determining a unit is “new construction”
22 based solely on whether it was built before or after 1983, regardless of when or how long it was
23 actually rented out and used residentially prior to legalization, not only violates the ordinance on
24 its face, but also undermines the very purpose of the exemption: to “encourage investment in *new*
25

26 _____
27 ¹ <https://www.bloomberg.com/profile/company/1340967D:US>

28 ² OMC § 8.22.030 (B)(1)(b)

1 residential rental property in the city.”³ A purpose which is not furthered by simply legalizing pre-
2 existing housing that had been illegally rented for years by landlords seeking financial gain by
3 gaming the system

4 The decision’s reliance on unsubstantiated testimony that fails to meet even the laxest
5 interpretation of the substantial evidence rule illustrates the most egregious aspect of the decision
6 itself: the longstanding but clearly illogical misinterpretation of the RAP’s “new construction”
7 exemption language.

8
9 Though clearly defined as the “legal conversion[s] of **uninhabited spaces not used by**
10 **Tenants**”,⁴ the definition has somehow been unjustifiably narrowed through a series of RAP
11 decisions to ignore the qualifier that the space must not have been used by tenants prior to
12 legalization, and instead now looks only to whether a unit was built after 1983. This is despite the
13 fact that the RAP acknowledges illegal units are covered by rent control, including those
14 constructed after 1983, and that such acknowledgment necessarily precludes a claim that a
15 previously rented dwelling unit had not been used residentially.
16

17 This black-letter approach leads to the absurd result of tenants losing rent control after
18 years of living in an illegal unit, making a mockery of the stated purpose of the RAP, i.e.
19 “providing relief to residential tenants in Oakland by limiting rent increases for *existing* tenants.”⁵

20 Even if Landlord had provided any credible evidence that the units in question were built
21 after 1983, which they did not, the real issue here is not whether a unit was built after 1983, but
22 whether a pre-existing illegal dwelling unit rented out for years can suddenly lose its rent control
23 status as a result of the landlord legalizing the unit.. The California Court of Appeals has
24

25 ³ O.M.C. 8.22.010 (C) (Emph. added.)

26 ⁴ RAP rules and regulations 8.22.020(B) (Emph. added.)

27 ⁵ O.M.C. 8.22.010 (C) (Emph. added.)

28

1 repeatedly answered this question with a resounding “no.” It is time for the Oakland RAP to
2 follow suit.

3 STATEMENT OF FACTS

4 The Cannery property is a single parcel, located on San Leandro Street in Oakland,
5 California, and designated by the Alameda County Assessor's Office as APN 41-3848-13-3. The
6 Cannery was originally built in the 1920's and the property has numerous buildings on the parcel,⁶
7 but the two relevant addresses in this matter are 5733 San Leandro and 5707 San Leandro. 5733 is
8 still the only address recorded with the property parcel number.⁷ Both buildings have been there
9 for decades, as shown on very early plot maps, but until relatively recently the entirety was
10 referred to as 5733.⁸ There is no mention of a 5707 prior to 1994 and no records have been
11 produced indicating when or how 5707 obtained its own address.
12

13 The 5733 building has eleven dwelling units. The 5707 building has nine dwelling units.
14 The hearing decision concluded that the eleven units in 5733 existed and were occupied
15 residentially prior to 1983, and are therefore subject to rent control, but deemed the 9 units in 5707
16 as new construction. However, Landlord provided no evidence of when the units in the building
17 now referred to as 5707 were actually built, or when the building obtained its own address.
18

19 A rent board petition dated August 4, 1989 was found among the effects of now deceased
20 long-time Cannery tenant Arthur Monroe. The petition lists the number of units at the 5733
21 property as “11+,” indicating that in 1989 there were already more than the eleven units at the
22 property.⁹ The building now referred to as 5733 has only ever had 11 live -work units, therefore
23 any “+” units would have been in the building that was later addressed as 5707.
24

25 ⁶ There are more buildings on the Cannery parcel than described in the Decision, but there are only two
26 structures containing dwelling units relevant for the purposes of this appeal.

27 ⁷ See Alameda County Assessor’s Office Parcel Viewer:
http://gis.acgov.org/Html5Viewer/index.html?viewer=parcel_viewer

28 ⁸ See Tenant evidence binders submitted for 1/3/20 and 4/26/21 Hearings

⁹ See Tenant Supplemental Hearing Brief Submitted For 1/3/20 and 4/26/21 Hearings- Ex. 6

1 Landlord alleges that there were no dwelling units or tenants living at the 5707 building
2 prior to 1983. However, when asked if he knew for a fact that nobody lived in the 5707 building
3 prior to 1983, Landlord managing partner Koentjes stated "I have no idea."¹⁰ Koentje also
4 admitted that he had no evidence as to when the 5707 address came into use,¹¹ and made it clear
5 that his knowledge of the property was based on building records showing the legal use of the
6 property, not on any personal knowledge of its actual use.¹²

7
8 The earliest city of Oakland public record that references the 5707 address is a 1994
9 citation, No. 9501278, that cites 5707 Unit A for having no heat, instructs removal of a fireplace,
10 and notes that there are no permits.¹³ The noted violations suggest residential use of the space, as
11 only a residential dwelling unit is legally required to have a heat source.¹⁴ From the record it
12 appears that a "Leti Lune" made the complaint. Public records show a Leticia Luna resided at
13 5707 San Leandro Street in 1995, along with a number of other residents.¹⁵ Sworn witness
14 testimony evidenced residential use and the existence of the dwelling units at 5707 as early as
15 1994.¹⁶

16
17 The earliest evidence of any application to obtain permits for residential occupancy at the
18 Cannery is an Oakland building record from 1998, indicated by permit application ZP980053 for
19 5733 San Leandro Street. The application was for a permit "To legalize 9 of 18 existing live-work
20 (or residential) units,"¹⁷ making it clear that there 18 illegal live work units already existed at the
21

22 ¹⁰ 1/3/20 RAP hearing recording -sworn testimony of Patrick Koentjes -Track #3: 21:18-21:29.

23 ¹¹ 1/3/20 RAP hearing recording -sworn testimony of Patrick Koentjes -Track #3: 16:52-17:14

24 ¹² 1/3/20 RAP hearing recording -sworn testimony of Patrick Koentjes -Track #3: 12:39-14:04.

25 ¹³ See Tenant Supplemental Hearing Brief Submitted For 1/3/20 and 4/26/21 Hearings- Ex. 7

26 ¹⁴ 25 CCR § 34, 25 CA ADC § 34

27 ¹⁵ See Tenant Supplemental Hearing Brief Submitted For 1/3/20 and 4/26/21 Hearings- Ex. 8

28 ¹⁶ 1/3/20 RAP hearing recording -sworn testimony of Juliet Smith.

¹⁷ See Tenant Supplemental Hearing Brief Submitted For 1/3/20 and 4/26/21 Hearings- Ex. 9

1 property. Despite this evidence, Landlord managing partner Patrick Koentjes testified that there
2 was no record of anything being constructed in the 5707 building prior to permits filed in 2002.¹⁸

3 Koentjes also testified that “[they had] had several iterations of certificate of occupancies
4 for the building” though he provided no evidence of his claim. There is only one Certificate of
5 Occupancy (“COO”) recorded for the Cannery parcel. COO number 10-0286, was issued on May
6 18, 2011. Final inspection was approved on September 3, 2010.¹⁹

7 PROCEDURAL HISTORY

8
9 The RAP has conducted three hearings on this matter: May 8, 2019, January 3, 2020, and
10 April 26, 2021. In addition, hearing officer Linda Morosz required counsel for the parties to attend
11 an unprecedented “pre-hearing management conference.” The RAP received documentary
12 evidence submitted in anticipation of the 2019 hearing. That 2019 hearing was continued due to a
13 RAP administrative error. The 2020 and 2021 hearings included both documentary evidence and
14 testimony from witnesses. The Tenants submitted documentary evidence to the RAP several
15 times at the request of the various hearing officers assigned to the matter. Prior to the first
16 evidentiary hearing on May 8, 2019, Cannery tenant Rebecca Firestone (T18-0282) filed with the
17 RAP several binders containing documentary evidence which she submitted on behalf of all the
18 consolidated Cannery tenant petitioners, including Appellants.
19

20 At the January 3, 2020 hearing Tenants discovered that the hearing officer (“H.O.”) did not
21 have, nor had he reviewed, the three large evidence binders that Tenants had timely filed in
22 support of their claims.²⁰ Upon further inquiry it was discovered that the RAP had misplaced the
23 three large binders.²¹ Despite the fact that the H.O. did not have the evidence, nor had he reviewed
24 it, he wanted to proceed with the hearing. It was only upon insistence by counsel for both parties,
25

26 _____
27 ¹⁸ 1/3/20 RAP hearing recording -sworn testimony of Patrick Koentjes -Track #3: 1:54

¹⁹ See Tenant Supplemental Hearing Brief Submitted For 1/3/20 and 4/26/21 Hearings- Ex. 2.

28 ²⁰ 1/3/20 Hearing Recording Part 3: 38:57

1 supported by a RAP administrator, that the hearing was postponed until such time that the
2 evidence could be found.²²

3 The Covid 19 pandemic hit shortly thereafter. When the RAP reconvened hearings, the
4 former H.O. had retired and a new H.O. was assigned to the matter. On April 15, 2021, the new
5 H.O. noticed an unprecedented “pre-hearing management conference” with only counsel for the
6 parties present. Despite the requirement to record for the public record all RAP hearings, the H.O.
7 did not record the conference. During the conference the H.O. recommended foregoing any further
8 hearings, asserting that she had all the information needed to decide the issue of exemption. When
9 Tenants’ counsel took issue with the recommendation and pointed out that the vast majority of the
10 Tenants’ evidence had not been reviewed due to the RAP’s misplacing of their evidence binders,
11 the H.O. along with Landlord’s counsel insisted that the documentary evidence was irrelevant to
12 the issue of exemption. When asked if she had reviewed all of the evidence that had been missing
13 at the prior hearing, the H.O. said that she had spoken with the prior H.O., to whom she referred as
14 her “mentor,” and expressed confidence in his assessment of the previous hearing, despite the
15 premature termination of that hearing resulting from the missing evidence.
17

18 Though a hearing was held on April 26, 2021, it was apparent to Tenants and their counsel
19 from the outset that the H.O. had made up her mind about the exemption status of the units, in no
20 small part due to her statement that she believed all evidence relevant to the issue of exemption
21 had been presented.²³

22 **THE RAP HAS JURISDICTION TO HEAR THE APPEAL**

23 The final decision in the underlying petitions was served by mail on July 2, 2021.
24 Appellants timely filed their appeal on July 16, 2021. Tenants requested and were granted an
25

26 ²¹ 1/3/20 Hearing Recording Part 2: 0:23.

27 ²² 1/3/20 Hearing Recording Part 4: 8:04.

28 ²³ 4/26/21 Hearing Recording 34:16.

1 extension to file supporting documents in their appeal due to extremely long delays in obtaining
2 relevant public records requested from the city of Oakland more than a year prior. A second
3 extension was granted Tenants as a result of a death in the family Tenants' counsel.

4 The RAP can and must consider this appeal because “[i]n general, a party must exhaust
5 administrative remedies before resorting to the courts.” (*Coachella Valley Mosquito and Vector*
6 *Control Dist. v. California Public Employment Relations Bd.* (2005) 35 Cal.4th 1072, 1080.)
7 “[A]n administrative remedy is exhausted only upon ‘termination of all available, nonduplicative
8 administrative review procedures.’” *Id.* (citing to *California Correctional Peace Officers Assn. v.*
9 *State Personnel Bd.* (1995) 10 Cal.4th 1133, 1151.)
10

11 Here the RAP has issued a decision for which Tenants have ample grounds to appeal.
12 Tenants must exhaust all administrative remedies before resorting to the courts. Tenants must
13 therefore be afforded the opportunity to exhaust all administrative remedies before filing a writ.

14 **GROUND FOR APPEAL**

15 Tenants submit their appeal pursuant to RAP Regulations 8.22.120(B)(1), (B)(3),(B)(4),
16 and (B)(5), and (B)(6).
17

18 **A. THE DECISION IS INCONSISTENT WITH OMC CHAPTER 8.22, RENT BOARD** 19 **REGULATIONS OR PRIOR DECISIONS OF THE BOARD.**

- 20 **i) The Decision Grants an Exemption Despite Landlord's Failure to Meet its**
21 **Burden of Proving and Producing Evidence for an Exemption. (OMC 8.22.020**
22 **B(1)(b)).**

23 The burden of proving and producing evidence for the exemption is on the owner.²⁴
24 OMC 8.22.030(A)(5) provided the definition for new construction as follows:

25 Dwelling units which were newly constructed and received a certificate of
26 occupancy on or after January 1, 1983. This exemption does not apply to any
27 newly constructed dwelling units that replace covered units withdrawn from the
28 rental market in accordance with O.M.C. §8.22.400, et seq. (Ellis Act
Ordinance). To qualify as a newly constructed dwelling unit, the dwelling unit

²⁴ OMC 8.22.030(B)(1)(b)

1 must be entirely newly constructed or created from space that was formerly
entirely non-residential.

2 This definition is further defined by the RAP rules and regulations §8.22.030(B)(2):

- 3 2. Newly constructed dwelling units (receiving a certificate of occupancy after
4 January 1, 1983).
- 5 a. Newly constructed units include legal conversions of uninhabited spaces
not used by Tenants, such as:
 - 6 i. Garages;
 - 7 ii. Attics;
 - 8 iii. Basements;
 - 9 iv. Spaces that were formerly entirely commercial.
 - 10 b. Any dwelling unit that is exempt as newly constructed under applicable
interpretations of the new construction exemption pursuant to Costa-Hawkins
(California Civil Code Section 1954.52).
 - 11 c. Dwelling units not eligible for the new construction exemption include:
 - 12 i. Live/work space where the work portion of the space was
converted into a separate dwelling unit;
 - 13 ii. Common area converted to a separate dwelling unit

14 As noted above, for a new construction exemption, the owner must show the dwelling
unit was “entirely newly constructed or created from space that was formerly entirely non-
15 residential,”²⁵ i.e. “uninhabited spaces not used by Tenants[.]”²⁶ By Landlord’s own testimony,
16 they did not own the building in 1983, and do not know if anyone lived there prior to 1983.²⁷
17 Instead they based their allegations on public building records, citing the *legal* use of the
18 property, rather the *actual* use of the property.²⁸ Having failed to meet their burden of proof,
19 tenants had nothing to rebut. Landlord has failed to prove the units are exempt as new
20 construction. Thus the exemption should not have been granted.

21 **ii) The Decision is Inconsistent with and Makes a Mockery of the Primary Purpose**
22 **of the Rent Ordinance (OMC 8.22.010 C.)**

23 The first stated purpose of the Oakland Residential Rent Adjustment Programs is
24 “providing relief to residential tenants in Oakland by limiting rent increases for existing
25 tenants[.]”²⁹

26 ²⁵ OMC 8.22.030(A)(5).

27 ²⁶ RAP regulation 8.22.030(B)(2)(a)

28 ²⁷ 1/3/20 RAP hearing recording -sworn testimony of Patrick Koentjes -Track #3: 21:18-21:29.

29 ²⁸ 1/3/20 RAP hearing recording -sworn testimony of Patrick Koentjes -Track #3: 13:47.

29 ²⁹ O.M.C. 8.22.010(C).

1 Appellants are existing residential tenants. They live in units that have been occupied
2 residentially since at least 1994. The units were not legalized until 2011. Illegal units are covered
3 under Oakland’s rent control ordinance.³⁰ Not only did the units not qualify as “uninhabited
4 space” when legally converted in 2011, they could not possibly qualify as “new construction,”
5 having been in existence and occupied residentially since at least 1994, and some at least as early
6 as 1989. If the stated purpose of the Rent Ordinance is to be met, then there is simply no way a
7 decision removing rent protections from longstanding tenants can be supported.

8
9 **iii) The Decision in Inconsistent with OMC §8.22.030(A)(5) and RAP Rules and**
10 **Regulations §8.22.020(B) as the Dwelling Units Were Not Newly Constructed or**
11 **Created from “Uninhabited Space”**

12 The new construction exemption applies to “dwelling units which were newly
13 constructed and received a certificate of occupancy on or after January 1, 1983.”³¹ The units
14 must be created from legal conversions of uninhabited spaces not used by Tenants.³²

15 As already noted above, Landlord has provided no evidence that the units were created
16 on or after 1983. Nor have they provided any evidence that would indicate the space from which
17 the units were created was uninhabited. To the contrary, Landlord testified that they did not
18 know if anyone was living in the building prior to 1983 and even conceded people may have
19 been living there, just “not legally” because according to Landlord, it was not a “residential
20 complex.”³³ Since the RAP recognizes residential use in units legally zoned commercial,³⁴
21 Landlord’s contention that residential use would have been illegal because the property was not
22 yet legalized for residential use is moot.

23 Landlord has provided no evidence that the units in 5707 were built on or after 1983, and
24 has admitted they do not know if people were living in the building prior to 1983, therefore the

25 ³⁰ OMC 8.22.020

26 ³¹ OMC §8.22.030(A)(5)

27 ³² RAP Rules and Regulations §8.22.020(B)

28 ³³ 1/3/20 RAP hearing recording -sworn testimony of Patrick Koentjes -Track #3: 21:15-21:33.

³⁴ *Rose v. Polanski*, T05-0233.

1 units cannot meet even the overly broad definition of “new construction” traditionally afforded
2 in RAP decisions.

3 **B. O.M.C. 8.22.120(B)(3) THE DECISION RAISES A NEW POLICY ISSUE THAT HAS**
4 **NOT PREVIOUSLY BEEN DECIDED BY THE BOARD**

5 This issue is of significant importance to Oakland Tenants, as there are undoubtedly
6 thousands of tenants living in illegal dwelling units that were first occupied after 1983. All of
7 those people will be at risk of unprecedented rent increases if the RAP continues to hold that pre-
8 existing illegal units occupied for years can suddenly qualify as “new construction” upon
9 legalization.
10

11 Illegal units are extremely common in the Bay Area, including Oakland. That is why the
12 RAP, the Just Cause for Eviction ordinance, and the Tenant Protection Ordinance all recognize
13 and provide protection for tenants living in illegal units, as evidenced by the definition of “covered
14 units” under OMC§ 8.22.020, which makes no mention of an exemption for illegal units:
15

16 “Covered Unit” means any dwelling unit, including joint living and work quarters,
17 and all housing services located in Oakland and used or occupied in consideration
18 of payment of rent with the exception of those units designated in Section 8.22.030
19 A. as exempt.”

20 Since the RAP recognizes and provides coverage for illegal units, it makes no sense to
21 remove rent control from a unit once it is legalized, as it not only goes against the stated purpose
22 of the ordinance, it also jeopardizes the tenant already living in the unit through no fault of their
23 own while rewarding an owner twice – initially with profiting from their illegal rental, and again
24 by exemption from rent control.

25 Recognizing this problem, San Francisco amended its planning code in 2016 to require a
26 landlord to legalize an illegal dwelling unit whenever feasible³⁵ but does not remove the unit from
27

28 ³⁵ See San Francisco Planning Code §317.

1 rent control. The effect of the amendment has been to hold landlords accountable and protect
2 tenants from losing their housing to giant rent increases.

3 That said, while these additional protections have not yet been enacted in Oakland, the
4 present case need not rely on them because landlord has not provided any credible evidence that
5 the units were constructed after 1983 or that the property was not used residentially by tenants
6 before 1983.

7 **C. THE DECISION VIOLATES STATE AND LOCAL LAW (O.M.C. 8.22.120(B)(4))**

8 **i. THE HEARING DECISION IGNORES BINDING CALIFORNIA APPELLATE**
9 **CASES THAT CONTRADICT THE DECISION'S INTERPRETATION OF NEW**
10 **CONSTRUCTION**

11 The Decision's interpretation of the RAP's New Construction Exemption is inconsistent
12 with appellate court decisions, the stated purpose of the RAP, and common sense. Case law and
13 the stated purpose of the RAP are clear that pre-existing tenancies, regardless of whether the
14 tenancy began before or after the effective date of the local rent control ordinance, do not lose the
15 benefit of rent control upon a change in the legal status of the unit. The intended purpose of the
16 new construction exemption is to encourage the creation of *new* housing, not the legalization of
17 pre-existing housing. The RAP recognizes illegal dwellings as residential units, therefore, upon
18 legalization of those pre-existing illegal units, it is an impossibility to claim those units had no pre-
19 existing residential use.

20 **a. The Decision Relies Upon an Unsupported and Erroneous Reading of the *Da Vinci***
21 **Case to Ignore Controlling Legal Authority**

22 The Decision's reasoning for rejecting controlling authority, *DaVinci Group v. San*
23 *Francisco Residential Rent Etc. Bd.* (1992) 5 Cal.App.4th 24, relies on an erroneous reading of *Da*
24 *Vinci* and either a misunderstanding or affirmative misstatement of the San Francisco Residential
25 Rent Stabilization and Arbitration Ordinance ("SFRO") at issue in the case. The Decision states
26 that *Da Vinci* is not applicable to the Cannery Tenants' matter, claiming the

27 San Francisco rent ordinance exempts all units if the Certificate of Occupancy
28 was issued after June 13, 1979 (enactment of the ordinance) but limits the
exemption specifically for live/work units. The ordinance has a specific
provision for live/work units that exempts only those live/work units if there

1 was no residential use prior to the issuance of the Certificate of Occupancy
2 even if the Certificate of Occupancy was issued after June 13, 1979.

3 The Oakland Rent Ordinance does not have such [a] provision. (HD at 7.)

4 Nothing in *Da Vinci* supports the Decision's claim regarding the language of the SFRO. At
5 the time of the 1992 *Da Vinci* decision, *neither the San Francisco Ordinance nor the Rules and*
6 *Regulations* contained any specific live/work provision. The San Francisco Rent Board had an
7 internal policy position regarding exemption when residential use preceded the issuance of a COO,
8 but this policy position was not codified in the Rules and Regulations until 1997, five years *after*
9 the *Da Vinci* decision issued. The Decision's attempt to distinguish the logic and *Da Vinci's*
10 controlling interpretation of a nearly identical statute therefore fails, particularly in light of the fact
11 that the Oakland RAP has also taken the stance that illegal units are covered by the RAP. The only
12 discernible difference between the language of the Oakland new construction exemption and that
13 of San Francisco, is that San Francisco amended its language to ensure there was no
14 misunderstanding of the intent, an amendment that is clearly sorely needed in the Oakland
15 Ordinance to ensure no further misinterpretations are made under the auspices of following the
16 ordinance.

17 In *DaVinci*, the Court of Appeal interpreted a section of San Francisco's rent control
18 ordinance dealing with "new construction" that exempted "rental units located in a structure for
19 which a certificate of occupancy was first issued after the effective date of this ordinance."³⁶ (*Da*
20 *Vinci Group*, 5 Cal.App.4th at 28 [quoting San Francisco Ordinance 37.2, subdivision (p)(6)].)
21 The effective date of the rent ordinance was June 13, 1979. (*Id.* at 29.)

22 *Da Vinci* involved a commercial warehouse built in 1905. The evidence showed the
23 warehouse had been used residentially since 1980, and it was then later renovated and granted a
24 COO in 1986, seven years after the 1979 effective date of the rent ordinance. In 1988, the *DaVinci*
25 group bought the building and applied for an exemption from rent control, claiming substantial
26 rehabilitation and/or new construction, based on the date of the COO. (*Id.* at 27-28.)

27 ³⁶ The language in the Rules and Regulations adopted by the Rent Board did not add anything significant to
28 the language of the Ordinance, exempting "newly constructed rental units for which a certificate of occupancy was
first issued after June 13, 1979." (*Id.* at 29.)

1 The *DaVinci* Court held that the units did not come within the San Francisco Ordinance's
2 "new construction" exemption. (*Id.* at 27.) The Court examined the intent of the legislature and
3 held that the Ordinance's "explicit mandate is to protect tenants, especially from excessive rent
4 increases." (*Id.* at 30, [citing *Fox v. San Francisco Rent etc. Bd.* (1985) 169 Cal.App.3d 651,
5 656].) The Court found the Ordinance had a "major goal of easing the housing shortage by
6 encouraging creation of new residential rental units where there were none before." The Court
7 determined that the Rent Board's artist live-work policy "extending the 'new construction'
8 exemption to converted warehouses with new certificates of occupancy, but 'only where there has
9 been no residential use since the enactment of the Ordinance' " effectuated the Ordinance's
10 purpose. (*Id.* at 29-30.)

11 The Court observed that "while restructuring a *nonresidential* warehouse for live-work use
12 creates new residential units, i.e., additional housing, remodeling a warehouse *already inhabited*,
13 albeit illegally, by residential tenants does not." (*Id.* at 30 [emphasis added].) Given the purpose of
14 the Ordinance, the Court held that "the 1986 certificate of occupancy in this case created legal
15 residential units where there were illegal ones before. Legalizing de facto residential use does not
16 enlarge San Francisco's housing stock." (*Id.*)

17 Here, Oakland's RAP sets forth in plain language the same goals that motivated the SFRO.
18 Like the housing shortage in San Francisco, the Oakland "City Council [found] that a shortage of
19 decent, safe, affordable and sanitary residential rental housing continues to exist in Oakland."³⁷
20 The intent of the RAP is to "[e]ncourage investment in residential housing while also protecting
21 the welfare of residential tenants."³⁸ Just as the SFRO has the "major goal of easing the housing
22 shortage by encouraging creation of new residential rental units where there were none before;"
23 (*Da Vinci* at 30); the RAP clearly states that

24 [t]he purposes of this Chapter are providing relief to residential tenants in
25 Oakland by limiting rent increases for *existing tenants*; encouraging
26 rehabilitation of rental units, encouraging investment in *new residential rental*
property in the city; reducing the financial incentives to rental property owners
who terminate tenancies . . .

27 ³⁷ OMC § 8.22.010(A)

28 ³⁸ OMC § 8.22.010(B)

1 (OMC 8.22.010(C) [emphasis added].)

2 The language of the SFRO dealing with new construction is substantially similar to the
3 RAP new construction exemption in OMC § 8.22.030(A)(5), which states that "Dwelling units
4 which were newly constructed and received a certificate of occupancy on or after January 1,
5 1983." However, the RAP under OMC § 8.22.030(A)(5) goes further than the SFRO did at the
6 time of the *Da Vinci* decision in 1992. The RAP explicitly states that "To qualify as a newly
7 constructed dwelling unit, the dwelling unit must be entirely newly constructed or created from
8 space that was formerly entirely non-residential."³⁹

9 Moreover, despite the Decision's claim that the SFRO has a special carve-out for live/work
10 units, which therefore makes *Da Vinci* inapplicable; (*See* Decision at p. 7); it is rather the RAP's
11 Rules and Regulations ("Regulations") that have specific guidance applicable to the situation at
12 the Cannery, which involves claims of commercial and live/work space. Section
13 8.22.030(B)(2)(a) of the Regulations states that "Newly constructed units include legal
14 conversions of uninhabited spaces *not used by Tenants*, such as: . . . iv. Spaces that were *formerly*
15 *entirely* commercial." (emphasis added). Section 8.22.030(B)(2)(c) of the Regulations states that
16 "Dwelling units not eligible for the new construction exemption include: i. Live/work space where
17 the work portion of the space was converted into a separate dwelling unit; ii. Common area
18 converted to a separate dwelling unit."

19 The Decision's claim that a provision of San Francisco's Ordinance influenced the Court of
20 Appeals holding in *Da Vinci* is demonstrably incorrect. At best, at the time *Da Vinci* was issued,
21 the San Francisco Rent Board had a policy correctly interpreting the SFRO, given the SFRO's
22 plain language and intent. In contrast, the RAP currently has *codified* within its statute and the
23 Regulations language that is more protective and specific than did the SFRO at the time of the *Da*
24 *Vinci* decision in 1992.

25 *DaVinci* is indistinguishable from the facts of the present case. As in *DaVinci*, the former
26 landlord of the Cannery property knowingly allowed residential use for years before legalizing the

27 ³⁹ OMC § 8.22.030(A)(5)

1 units.⁴⁰ After the certificate of occupancy was obtained, the building was sold to *DaVinci*, who
2 then tried to claim the pre-existing residential units were exempt from the local rent ordinance.
3 The only difference is that here, the Oakland Cannery had been used residentially for over 30
4 years by the time a certificate of occupancy was issued, rather than seven years, and there is ample
5 evidence that the 5707 dwelling units were used residentially at least 4 years before the previous
6 owners even attempted to get legal permits for the existing construction in 1998.

7 **b. The Decision Ignores an Appellate Decision that Explicitly Cites the Oakland Rent**
8 **Ordinance's "New Construction" Exemption and Directly Contradicts the Decision's**
9 **Interpretation Requiring Proof of Residential Use Prior to 1983**

10 The Tenants both briefed and relied upon *Burien, LLC v. Wiley*, (2014) 230 Cal.App.4th
11 1039, in their arguments prior to the issuance of the Decision.⁴¹ Curiously, the Decision does not
12 even mention the *Burien* case, despite *Burien* being additional binding appellate authority directly
13 applicable to the issue of new construction here. The Decision's choice to ignore *Burien* is
14 especially concerning given that *Burien* specifically looks to Oakland's rent ordinance, OMC
15 § 8.22.030(A)(5), to interpret a provision in Costa-Hawkins that exempts units with a COA issued
16 after 1995, and the Court holds that if residential use preceded the COA, the COA does not
17 operate to exempt the units from rent control.

18 In *Burien*, a landlord converted a rent-controlled apartment building to condominiums,
19 obtained a new COA based on the change in use, and raised the rent. When a tenant objected, the
20 landlord sought a declaration from the court that the unit was exempt from local rent control
21 ordinances under the Costa-Hawkins Rental Housing Act, Civ. Code, § 1954.50 *et seq.* The
22 landlord argued the condos were exempt as new construction under Costa-Hawkins because the
23 new COA was issued in 2009, after the 1995 date that Costa-Hawkins sets to exempt units from
24 local rent control ordinances. The trial court found the unit was not exempt and entered judgment
25 in favor of the tenant. (*Burien, supra*, 230 Cal.App.4th at 1042-43.)

26 On appeal, the landlord again argued the unit qualified under Civil Code § 1954.52(a)(1),

27 ⁴⁰ In addition to the 1998 permit application, ZP980053, which applied to "*legalize 9 of 18 existing live-*
28 *work (or residential) units,*"(emphasis added) the Decision cites to an August 25, 2003 permit to "*legalize 20*
existing joint living and working quarters." (HD at 7, [emphasis added].)

⁴¹ (*See, e.g.*, Tenants' Supp. Hrg. Brief, p. 8-9, filed Dec. 11, 2019; April 26, 2021 Hearing Recording at 1:27:30.)

1 which states units are exempted from local rent control ordinances if the unit "has a certificate of
2 occupancy issued after February 1, 1995." (*Id.* at 1044.) The landlord argued that the statute's
3 plain language applied broadly to any certificate of occupancy issued after February 1, 1995. (*Id.*
4 at 1047.)

5 The Court interpreted subdivision (a)(1) by reading section 1954.52 as a whole and held
6 that "the exemption can only apply to certificates of occupancy that *precede residential use of the*
7 *unit.*" (*Id.* at 1044 [emphasis added].) The Court held that section 1954.52(a)(1) could only refer to
8 certificates of occupancy issued *prior to residential use* of the unit because such an "interpretation
9 furthers the purpose of the exemption by encouraging construction and conversion of buildings
10 which *add to the residential housing supply.*" (*Id.* at 1047. Emph. added.)

11 To aid in its interpretation, the Court looked at "[s]imilar exemptions in local rent control
12 ordinances [that] encourage the creation of new residential housing[]" specifically noting that
13 "[t]he City of Oakland's Residential Rent Adjustment Program *provides a similar exemption from*
14 *rent control* [cite to OMC§ 8.22.030, subd. (A)(5)]" (*Id.* at 1048. Emph. added)

15 The Court in *Burien* clearly held that unit in question was NOT exempt from rent control
16 because "the 2009 certificate of occupancy did not precede the residential use of the property." (*Id.*
17 at 1048.) Here, as in *Burien*, the certificate of occupancy did not precede the residential use of the
18 property, and just as the Court in *Burien* points to the Oakland RAP's new construction exemption
19 as support for their reasoning, so, too, do Appellants.

20 **ii. THE DECISION VIOLATES THE RAP BY GRANTING AN EXEMPTION FOR**
21 **UNITS THAT DO NOT MEET THE REQUIREMENTS FOR NEW**
22 **CONSTRUCTION (OMC §8.22.030(A)(5))**

23 Chapter 8.22 of the Oakland Municipal Code is entitled **RESIDENTIAL RENT**
24 **ADJUSTMENTS AND EVICTIONS.** (Emph. added.) Article I of O.M.C. 8.22 is entitled
25 "**Residential** Rent Adjustment Program." (Emph. added.) As stated in the title, the RAP applies to
26 *residential* rental units.

27 O.M.C. §8.22.020 defines units covered by the RAP as "**any** dwelling unit, **including joint**
28 **living and work quarters**, and all housing services located in Oakland and used or occupied in
consideration of payment of rent with the exception of those units designated in Section 8.22.030

1 A. (Emph. added.)

2 A unit zoned or otherwise classified as commercial but used as a residence with the
3 knowledge of the owner, meets the criteria of a covered unit under the Rent Adjustment
4 Ordinance. (*Rose v. Polanski*, T05-0233.)

5 Illegally Converted Dwelling units for which no certificate of occupancy or “finaled”
6 permit have been issued also meet the definition of a covered unit under the RAP. (*French v.*
7 *Tenants*, L18-0030.)

8 OMC §8.22.030(A)(5) defines the exemption for new construction as follows:

9 Dwelling units which were newly constructed and received a certificate of
10 occupancy on or after January 1, 1983...**To qualify as a newly constructed**
11 **dwelling unit, the dwelling unit must be entirely newly constructed or created**
12 **from space that was formerly entirely non-residential.** (Emph. added.)

13 RAP rules and regulations 8.22.020(B) provides further guidance, defining “newly
14 constructed” as the “**legal conversion[s] of uninhabited spaces not used by Tenants** , such as: i.
15 Garages; ii. Attics; iii. basements; iv. Spaces that were formerly entirely commercial.” (Emph.
16 added.)

17 As already noted, Appellants provided substantial evidence demonstrating that residential
18 use of 5707 San Leandro pre-existed the issuance of a certificate of occupancy and all finaled
19 permits by many years. Records of residential use go back to at least 1995, whereas finaled
20 permits were not issued until 2010, and certificate of occupancy was not issued until 2011.⁴²

21 Despite the proffered evidence, the Decision fails to note or otherwise take into account
22 that the units were *illegally* converted from a warehouse space and rented out to tenants for
23 residential use, years before any permits were issued.

24 By the time the COO was issued, the space had long been converted and inhabited by
25 tenants for years with the knowledge of the former owners, as evidenced by written rental
26 agreements. Therefore there was no *legal conversion* prior to residential use.
27

28 ⁴² See Tenant Supplemental Hearing Brief Submitted For 1/3/20 and 4/26/21 Hearings- Ex. 2.

1 In order for the new construction exemption to apply, there has to be a legal conversion
2 of uninhabited space not used by Tenants. Here there was an **illegal** conversion of a space that
3 was then rented out for residential use at least sixteen years prior to any finalized permit or
4 issuance of a COO. By the time any legalization occurred, the units had long been converted,
5 and inhabited and used by Tenants, for years.

6 Nowhere in the definition of the “new construction” exemption does it provide for *illegal*
7 conversions, nor does it provide for legalization of pre-existing illegal dwelling units already
8 rented for residential use. To the contrary, the language of the ordinance, coupled with the
9 applicable rules and regulations, make it clear that a space already inhabited by tenants for
10 residential purposes does *not* qualify for the exemption. And because the RAP recognizes illegal
11 units, the glaring absence of any mention of legalization of an illegal unit stands out.
12

13 The most obvious reason the drafters did not include legalization of illegal units under the
14 new construction exemption is because it seemed glaringly obvious that a new construction
15 exemption was meant to encourage the creation of new housing in a market, not simply legalize
16 what already existed. This is exactly what the Court in *DaVinci*, and repeated by the Court in
17 *Burien*, was referring to when they stated: “a certificate of occupancy for the warehouse property
18 created legal residential units from existing residential use, but did not enlarge the city's available
19 housing. The units did not qualify for the exemption, because they were not newly constructed,
20 nor was the building restructured to permit new residential use.” (Ibid.) *BURIEN, LLC v. Wiley*,
21 230 Cal. App. 4th 1039, 1049 (citing to *DA VINCI GR. v. SAN FRANCISCO RESIDENTIAL*
22 *RENT*, 5 Cal. App. 4th 24.)
23
24

25 Nor is there any way to reconcile the contradiction presented in the Decision that an
26 unpermitted, illegal dwelling unit covered by the RAP as a *residential* dwelling unit (*French v.*
27 *Tenants*, L18-0030), could then inexplicably meet the definition of new construction, i.e.
28

1 “created from space that was formerly entirely non-residential” and “uninhabited space not used
2 by Tenants,” upon legalization.

3 Therefore a decision which grants a new construction exemption for a unit that would
4 met the qualifications for rent control prior to legalization is necessarily violative of the Oakland
5 RAP.

6 Here Appellants have provided evidence that the units in question were all rented out for
7 residential use years before they were legalized. All of them subject to rent control as residential
8 rentals in the city of Oakland. Thus finding them exempt as new construction violates the RAP
9 and the decision must be overturned.
10

11 **D. THE DECISION'S FACTUAL FINDING THAT THE 5707 DWELLING UNITS WERE**
12 **CONSTRUCTED AFTER 1983 IS NOT SUPPORTED BY THE EVIDENCE AND**
13 **THEREFORE THE HEARING OFFICER COMMITTED AN ABUSE OF**
14 **DISCRETION (O.M.C. 8.22.120(B)(5))**

15 Hearing decisions are to be supported by substantial evidence. (2017 RAP Hearing Officer
16 Policies and Procedures Manual, p. 11.) “Substantial evidence means that the evidence must be of
17 ponderable legal significance...It must be reasonable in nature, credible, and of solid value; it must
18 actually be substantial proof of the essentials that the law requires in a particular case.” *Id.*
19 paraphrasing *In Re Alcala*, 222 Cal. App. 3d 345.

20 Landlord provided no evidence of ponderable legal significance to support its claim for a
21 new construction exemption. The only evidence provided by Landlord pertaining to a new
22 construction exemption was the unsubstantiated testimony of its managing partners, who admitted
23 they did not know if anyone lived in the 5707 property prior to 1983, did not know when the units
24 were actually constructed, and did not even know when the building obtained the 5707 address.
25 Not one statement relevant to this matter was substantiated with any documentary evidence. While
26 Koenjes repeatedly stated he had documents supporting his claims, when asked to identify the
27
28

1 documents, he could not do so. The bulk of the Landlord testimony was hearsay for which the
2 managing partners could not even provide an ascertainable source.

3 When Appellant's counsel referred to one of Tenants' exhibits, and asked Koentges if he
4 would know why a unit in the 5707 building would have had a fireplace or heater installed. Mr.
5 Koentges admitted that he had no personal knowledge, stating that he "ha[d] no idea. We didn't
6 own the building."⁴³ In follow up counsel asked Koentges:

7 Q: Do you know for a fact that nobody lived in 5707 before 1983?

8 PK: I have no idea. Not legally.

9 Q: You don't know?

10 PK: Exactly. How could I?⁴⁴

11
12 The admissions by Koentges prove he had no personal knowledge regarding the Cannery
13 prior to November 2017, and he was therefore not competent to testify regarding the residential
14 use or the state of the building prior to November 2017. Additionally, without personal
15 knowledge, Koentges could not provide hearsay testimony to explain or supplement any of the
16 documentary evidence in the case. Because Koentges admitted he had no personal knowledge, the
17 Decision should not have credited any of his testimony.

18
19 Moreover, a letter dated December 15, 2006 from Oakland's Planning & Zoning Services
20 Division to the previous Cannery owner confirms that all 20 dwelling units at the Cannery were
21 built without permits, which is why there is no official permit record that could prove precisely
22 when any of the Cannery dwelling units were constructed, let alone the construction date of the
23 5707 units.⁴⁵
24

25 ⁴³ (Jan. 3, 2020 Hrg. Track #3 at 13:10 – 13:40.)

26 ⁴⁴ (Id. at 21:15 – 21:32.)

27 ⁴⁵ See Dec. 15, 2006 Letter included in evidence binder: Condition of Approval #11 stating that prior to
28 issuance of building permits the "owner shall submit plans for review and approval that show the legalization of 20
joint quarters for living and working that were previously constructed without permits at the subject site."

1 The Tenants objected to Koentges' hearsay testimony and noted that hearsay was the only
2 evidence in the record regarding the Owners' claim that the 5707 dwelling units did not exist prior
3 to 1983.⁴⁶ Still the Decision relies on that testimony as though it were fact, stating that “[Patrick
4 Koentges] testified that the permit records show the first permit activity to construct the nine
5 residential units as they exist today in the 5707 building began around the year 2002.”⁴⁷ Yet the
6 permit records submitted clearly show that the first permit activity was in 1998, and states the
7 permit application was to “legalize 9 of 18 pre-existing live-work units.” The Decision makes no
8 mention of the obvious discrepancy between Landlord’s testimony and the actual public records
9 obtained from the City of Oakland.
10

11 And while the Decision seems to take as true the Landlords’ testimony, it oddly fails to
12 even mention the testimony of Juliet Smith, a tenant that has lived in the 5733 building since 1994,
13 who credibly testified at both the January 3, 2020 hearing and the April 26, 2021 hearings that
14 when she first came to the Cannery to view an available unit in 1994, she was shown the place by
15 a person residing in unit on the 5707 side, and had seen other evidence of residential use in that
16 building.⁴⁸
17

18 Appellants demonstrated with records from the building department, records from the
19 assessor’s office, and other public records that the testimony of Landlord lacked credibility.
20 Landlord’s representatives repeatedly testified to things that upon cross examination they admitted
21 they could not prove or for which they had no basis other than their opinion.
22

23 Landlord’s lack of documentary evidence of legal significance or solid value, and
24 Landlord’s unreliable testimony would lead a reasonable person to conclude that Landlord lacked
25 credibility, making it unreasonable for the hearing officer to accept as true Landlord’s testimony
26

27 ⁴⁶ Apr. 26, 2021 Hrg. At 1:00:50 – 1:02:00.

28 ⁴⁷ Decision p.4.

⁴⁸ 1/3/20 and 4/26/21 RAP hearing recording -sworn testimony of Juliet Smith.

1 that it had any knowledge of when the units were constructed or when people first resided in the
2 building.

3 With nothing but unreliable testimony to support its position, Landlord has failed to
4 provide any substantial evidence that would lead a reasonable person to believe that the units in
5 question were built after 1983, or that the building was not occupied residentially prior to 1983.

6 **CONCLUSION**

7 Pursuant to the foregoing, there is no basis for a finding the subject property was exempt
8 from the RAP as new construction. For the reasons above, Tenants respectfully request that
9 Landlord's claim of exemption from the Rent Adjustment Program be denied and Tenant
10 Petitioners' petitions for unlawful rent increases be granted or remanded for further
11 consideration.
12

13 Dated: October 19, 2021

14 Giampaoli Law
15 
16 _____
17 LISA GIAMPAOLI
18 Attorney for Tenants/Appellants
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February 28, 1997

**EXHIBIT 1-
JUDICIAL NOTICE
REQUESTED**

**NOTICE OF PUBLIC
HEARING**

DATE:	March 11, 1997
TIME:	6:00 P.M.
PLACE:	25 VAN NESS AVENUE (AT MARKET ST.) SUITE 70, LOWER LEVEL SAN FRANCISCO, CALIFORNIA

THE RENT BOARD COMMISSIONERS INVITE THE PUBLIC TO COMMENT ON PROPOSED CHANGES TO THE RULES AND REGULATIONS GOVERNING THE RESIDENTIAL RENT STABILIZATION AND ARBITRATION ORDINANCE, CHAPTER 37 OF THE SAN FRANCISCO ADMINISTRATIVE CODE.

THE COMMISSION IS TAKING PUBLIC COMMENT ON THE ATTACHED LANGUAGE REGARDING THE ISSUE BELOW:

AMENDING SECTION 1.17 RENTAL UNITS

PROPOSED AMENDMENT TO THE RENT BOARD RULES AND REGULATIONS TO CODIFY THE BOARD'S POLICY AS TO LIVE/WORK FACILITIES.

Written comments may be sent to the Rent Board. As the Commission often receives many comments, they should be in the office no later than **Thursday March 6, 1997, 5 P.M.**, so that the Commissioners will have time to receive and review them prior to the meeting. **12 copies are requested.** While written comments may be submitted after this date or at the hearing, the opportunity to have your written comments fully considered may be jeopardized. Interested parties will also have an opportunity to comment regarding the amendments during the public hearing. Please note that a three-minute speaking rule may be imposed.

PAGE 2
PUBLIC HEARING NOTICE

(New text is underlined)

Section 1.17 Rental Units

“Rental Unit” means a residential dwelling unit, regardless of zoning or legal status, in the City and County of San Francisco and all housing services, privileges, furnishings including parking facilities supplied in connection with the use or occupancy of such unit which is made available by agreement for residential occupancy by a tenant in consideration of the payment of rent. The term does not include:

(g) live/work units in a building where all of the following conditions have been met: (1) a lawful conversion to commercial/dwelling use occupancy (F-2/H) has occurred; (2) a Certificate of Occupancy has been issued by the San Francisco Department of Public Works after June 13, 1979; and (3) there has been no residential tenancy in the building of any kind between June 13, 1979 and the date of issuance of the Certificate of Occupancy. This term also shall not include commercially zoned space where there is incidental and infrequent residential use.



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION 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- SUPPORTING DOCUMENT - (MEMORANDUM)**

(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.

X d. **Electronic Mail**

PERSON(S) SERVED:

Name	Timothy Larsen
Address	tlarsenlaw@gmail.com
City, State, Zip	

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 10/19/21 (insert date served).

Lisa Giampaoli

PRINT YOUR NAME



SIGNATURE

10/19/21

DATE

CHRONOLOGICAL CASE REPORT

Case No.: T19-0272 & T19-0325

Case Name: Jeffers v. BD Opportunity 1 LP

Property Address: 7123 Holly Street, Unit 1, Oakland, CA 94621

Parties: BD Opportunity 1 LP (Owner)
Nevin Iwatsuru (Owner Representative/Manager)
Helen Grayce Long (Owner Representative)
Colleen Jeffers (Tenant)
David Hall (Tenant Representative)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	April 29, 2019
Owner Response filed	September 09, 2019
Hearing Date	November 7, 2019
Hearing Decision mailed	January 23, 2020
Owner Appeal filed	February 10, 2020
Appeal Decision mailed	December 07, 2020
Remand Decision Emailed	August 09 & 16, 2021
Owner Appeal filed	August 12, 2021

000180

T19-0272 KM/EL

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
FOR DATE STAMP

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	APR 29 PM 2:17 TENANT PETITION
--	--	--

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

Please print legibly

Your Name Colleen Jeffers	Rental Address (with zip code) 7123 Holly St #1 Oakland, CA 94621	Telephone: 510-917-2839
		E-mail: jeffers_colleen@yahoo.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) BD Opportunity 1 LP	Mailing Address (with zip code) 3340 Woodside Terrace Fremont, CA 94539	Telephone: Email:
Property Manager or Management Co. (if applicable) Pama Management	Mailing Address (with zip code) 4900 Santa Anita Ave, Suite 2C El Monte, CA 91731	Telephone: 626-575-3070 Email:

Number of units on the property: 6

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

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

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

<input checked="" type="checkbox"/>	(a) The CPI and/or banked rent increase notice I was given was calculated incorrec
<input checked="" type="checkbox"/>	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are)
<input checked="" type="checkbox"/>	(c) I received a rent increase notice before the property owner received approval fr Program for such an increase and the rent increase exceeds the CPI Adjustment and

Rev. 2/10/17

For more information phone (510) 238-3721.
Petition prepared by Centro Legal de la Raza

TENANT PETITION
000181

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

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

Date you moved into the Unit: 2/2013 Initial Rent: \$ 950 /month

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

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
3/9/2019	4/1/2019	\$ 951.39	\$ 1046.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9/2019	10/1/2017	\$ 930.00	\$ 951.39	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

T16-0526

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Calle Jeff
Tenant's Signature

4-29-2019
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

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

File Review

Your property owner(s) will be required to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the Property Owner's Response. The petition and attachments to the petition can be found by logging into the RAP Online Petitioning System and accessing your case once this system is available. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

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

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

**NOTICE OF CHANGE IN TERMS OF
TENANCY
(Rent Increase)**

4900 SANTA ANITA AVE., SUITE 2C
EL MONTE, CA 91731
Phone: (626) 575-3070
FAX: (626) 575-7817
FAX: (626) 575-3084

Resident(s): COLLEEN JEFFERS- and all others in possession of:
Premises: 7123 HOLLY ST #1
OAKLAND, CA 94621

TO RESIDENT(S):

PLEASE TAKE NOTICE that the terms of your month-to month tenancy of the above-described premises are changed in the following respects, as indicated by the Check mark on the line (s) before the applicable paragraph (s)

Rent Increase of 10% or less-

Old Rental Amount \$ 951.39
New Rental Amount \$ 1046

Effective Date: April 1, 2019

Rent Due Date: 1st day of each calendar month

(Pursuant to California Civil Code 827: If this rent increase plus all rent increases during the prior 12 months does not increase the rent by a cumulative amount over 10%, this rent increase notice will be effective in 30 days if personally served upon you or 35 days if served by mail in accordance with Code of Civil Procedure 1013)

Rent Increase over 10%-

Old Rental Amount
New Rental Amount

Effective Date:

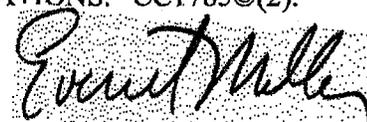
Rent Due Date: 1st day of each calendar month.

(Pursuant to California Civil Code 827: If this rent increase plus all rent increases during the prior 12 months has been increased by a cumulative amount over 10%, this rent increase notice will be effective in 60 days if personally served upon you or 65 days if served by mail in accordance with Code of Civil Procedure 1013)

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

“AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS.” CC1785©(2).

Date: February 17, 2019



Landlord



CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
 250 Frank H. Ogawa Plaza, Suite 5313
 Oakland, CA 94612-0243
 (510) 238-3721

RECEIVED
 For date stamp
SEP 09 2019
RENT ADJUSTMENT PROGRAM
OAKLAND
PROPERTY OWNER
RESPONSE

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

CASE NUMBER T19-0272

Your Name BD OPPORTUNITY 1, LP	Complete Address (with zip code) 3340 WOODSIDE TERRACE FREMONT, CA 91731	Telephone: 626-575-3070
Your Representative's Name (if any)	Com: INCORRECT ZIP CODE	Email: NEVIN@NAYAMATI.COM
Tenant(s) Name(s) COLLEEN JEFFERS	Com: 712 HOWARD ST OAKLAND, CA 94621	Telephone:
Property Address (If the property has more than one address, list all addresses)		Email:
		* Please see attachment A for response explanation, regarding increase
		Total number of units on property 6

Have you paid for your Oakland Business License? Yes No Lic. Number: 00170248
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 39930813
 The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 3/27/13

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

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

For more information phone (510)-238-3721.

Rev. 7/12/2019

owner response

000186

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

If you are justifying additional contested increases, please attach a separate sheet.

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

The tenant moved into the rental unit on _____.

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

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

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

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

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

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

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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

David S. Nguyen
Property Owner's Signature

9/8/19
Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

Attachment A

The rent increase effective July 1, 2019 for Colleen Jeffers at 7123 Holly St #1, Oakland, CA 94621, has been rescinded and the tenant was notified. The decrease in services are not services, but rather conditions. All items listed either show as being corrected or have been corrected. Discussions have been made with the tenant regarding current condition and maintenance items, and there are no 'services' that need attention. The management team is in the process of repairing minor, non-urgent, items in the tenant's unit.

Given all this information and the status quo, there should be no need for a hearing and this case should be dismissed.

If there are any additional inquiries or needed items, please contact Pama Management at 626-575-3070 x226 or Nevin@pamamgt.com

RESPONSE to THE CLAIMS
000190

PROOF OF SERVICE

Case Number **T19-0272**

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

Colleen Jeffers
7123 Holly Street, #1
Oakland, CA 94621

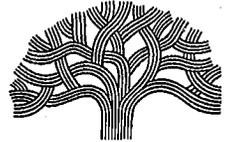
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 10, 2019.



Keith Mason
Oakland Rent Adjustment Program

000191



Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T19-0272, Jeffers v. BD Opportunity 1, LP
T19-0325, Jeffers v. BD Opportunity 1, LP

PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019

DATE OF SUBMISSION: November 21, 2019

DATE OF DECISION: January 21, 2020

APPEARANCES: Colleen Jeffers, Tenant
Xavier Johnson, Tenant Representative
Christina Micciche, Owner Representative

SUMMARY OF DECISION

The Tenant's petition is granted.

INTRODUCTION

The tenant filed the petition, T19-0325, on June 24, 2019, which contests a rent increase effective July 1, 2019, raising the rent from \$951.39 to \$1,018.16, and a rent increase effective April 1, 2019, raising the rent from \$951.39 to \$1,046.00 on the following grounds:

- The CPI¹ was calculated incorrectly;

¹ Consumer Price Index

- The increase exceeds the CPI Adjustment and is greater than 10%;
- The rent increase was not approved and exceeded the banked increase;
- No Notice to Tenants of the Residential Rent Adjustment Program Notice (RAP Notice) at Inception or 6 Months Prior; and
- Rent Increase Violates State Law.

The petition also alleges decreased housing services and indicates that she has never received a RAP Notice.

The tenant filed the petition, T19-0272, on April 29, 2019, which contests a rent increase effective April 1, 2019, raising the rent from \$951.39 to \$1,046.00 and a rent increase effective October 1, 2017, raising the rent from \$930.00 to \$951.39, on the following grounds:

- The CPI was calculated incorrectly;
- The increase exceeds the CPI Adjustment and is greater than 10%;
- The rent increase was not approved and exceeded the banked increase;
- No RAP Notice at Inception or 6 Months Prior; and
- Rent Increase Violates State Law.

The petition also alleges decreased housing services and indicates that she has never received a RAP Notice.

The owner only filed a timely response to the tenant petition in T19-0272. The owner did not file an Owner Response to the tenant petition in T19-0325.

ISSUE(S) PRESENTED

1. When, if ever, was the tenant given the RAP Notice?
2. What is the allowable rent?
3. Has the tenant suffered decreased housing services?
4. If so, what, if any, restitution is owed to the tenant, and how does that impact the rent?

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EVIDENCE

Rental History

The subject unit was rented by the tenant in February 2013, at an initial rate of \$950.00, per month. The tenant testified that she did not receive a RAP Notice at the inception of her tenancy. She also testified that she did file a petition with the Rent Adjustment Program, previously.² After receiving the decision in the prior case, the tenant paid \$930.00, pursuant to the decision. The tenant has not received any rent increase notices from the owner, indicating that the conditions have been restored.

The tenant testified she received the following Notices of Rent Increase.³

- \$930.00 to \$951.39, effective October 1, 2017;
- \$951.39 to \$1,046.00, effective April 1, 2019;
- \$951.39 to \$1018.16, effective July 1, 2019; and
- \$951.39 to \$1018.16, effective October 1, 2019.

The tenant testified that she is currently paying \$1,018.16 and has done that for two months. The tenant testified that she also paid \$1051.39 per month for rent as well. The tenant testified that while she could not remember exactly what months she paid what amount, she did have receipts for some of her rent payments.⁴ The rent receipts indicate that the tenant made the following rent payments:

Date of Receipt	Amount of Receipt
02/2/17	\$ 950.00
04/03/17	\$ 930.00
07/02/17	\$ 930.00
10/02/17	\$ 930.00
	\$ 951.50
06/24/18	\$ 951.39
11/29/18	\$ 951.56
12/23/18	\$ 951.56
02/23/19	\$ 951.56

² T16-0526, Jeffers v. Pama Management.

³ Exhibit A. This Exhibit, and all other Exhibits to which reference is made in this Decision, were admitted into evidence without objection

⁴ Exhibit B.

03/29/19	\$ 49.00
07/21/19	\$ 951.39
	\$1,000.00
09/28/19	\$1,000.00
09/28/19	\$ 18.16

The tenant testified that she has some rent receipts for rental payments; however, she indicated that she did not have every single receipt.⁵

Decreased Housing Services

Water Leaks

The tenant testified that there was a plumbing leak from the upstairs unit into the bathroom in her unit, in October 2016. The tenant testified that she called the property owner when she noticed the leak. She testified that the leak was resolved in two days but that nothing had been done to address the mold and water seepage issues.⁶

A Notice of Violation, dated March 26, 2019, was issued for the subject unit. The subject unit was cited for a violation for water intrusion damage over the front door.⁷

Gas Shutoff

The tenant testified that there was an extended gas shut off that resulted in no heat and hot water; additionally, she was unable to use the stove or oven.⁸ She testified that she took a picture of the PG&E shutoff notice and sent it via text on March 10, 2019, and that the gas was off for approximately three weeks.

Kitchen cabinets and walls

The tenant testified that the cabinet and walls were damaged from the water leak in 2016. The tenant testified that the kitchen cabinets, walls, and baseboards have not

⁵ The parties were allotted additional time to provide documentation regarding rent paid. The respondent was given seven days to provide a rent ledger. The petitioner was given until November 14, 2019, to review and respond. The matter was to be submitted for decision by November 21, 2019.

⁶ Exhibit G.

⁷ Exhibit D.

⁸ Exhibit C.

been addressed since the leak. The tenant further testified that a couple of months ago, the property owner sent someone out who painted the kitchen cabinets. The tenant testified the cabinets were painted without cleaning and that as a result, some of the cabinets are different colors. She admitted that she's reluctant to have guests because of the condition of the cabinets. She also testified that she is still getting leaks as recently as a few days before the hearing. She reported a few days before the hearing that she went to retrieve something in the cabinet, and it was wet. She reported this instance to Rosie, the agent of the owner.

Windows

The tenant testified that the front-facing windows are not properly sealed and that they let in car exhaust and cold air. The tenant testified that she first noticed the windows were letting in exhaust in early 2017. She notified the previous property management company. The tenant testified that the owner changed all the windows, except for hers. As a result, she has difficulty breathing.

The Notice of Violation, dated March 26, 2019, includes a violation for the front bedroom window, next to the parking lot.⁹

Infestation

The tenant testified she noticed the roach infestation and reported the condition. She reported that the property owner had someone coming out spraying, but that they only spray one unit. She has not noticed a decrease in the infestation. Additionally, there is a rodent infestation. She was unable to recall the number of mice she has seen in the unit. The tenant testified that she sees a mouse almost every other day.

The subject unit was inspected by the Alameda County Health Care Services Agency, Vector Control Services District. The Request for Services, dated October 4, 2019, indicates that the inspection revealed signs of cockroaches as well as mice droppings.¹⁰

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⁹ Exhibit D.

¹⁰ Exhibit E.

Rebuttal testimony

The owner's representative offered rebuttal testimony. She testified that she did not know the amount of rent the tenant was paying. She testified that she is a supervisor at the property management company and that the subject unit is not under her supervision, nor is the person who supervises the building. The owner representative indicated that the property she supervises is in Stockton, CA, but that it is not rent-controlled. Furthermore, she testified that she does not supervise any properties subject to a rent ordinance.

The owner representative testified that she was not aware of any of the conditions alleged by the tenant in her petition.

The owner's representative was asked to attend the Hearing, based upon her proximity to the Hearing location. She was initially relocated to supervise the Stockton properties, for three months, but has been there for six months. The owner representative did not have the opportunity to do a site visit of the subject unit. She testified that she had never been to the subject property.

The representative found out about the Hearing, from her boss, DJ, the day before the Hearing. She received documents that had been scanned to her from Nevin, in the legal department. She does not participate in the process or know what the process is to respond to a tenant's petition, and their corporate office handles that.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?

The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy¹¹ and, together with any notice of rent increase or change in the terms of a tenancy.¹²

The Hearing Decision issued in the prior petition, T16-0526, was issued on January 25, 2017, and was not appealed. The Hearing Decision is final. Official notice is taken of T16-0526. The Hearing Decision set the base rent at \$950.00, less ongoing decreased housing services in the amount of \$20.00. The decision

¹¹ O.M.C. § 8.22.060(A)

¹² O.M.C. § 8.22.070(H)(1)(A)

also found that the tenant had not been served with the RAP Notice. Further, the testimony that she has not received a RAP Notice was undisputed. Accordingly, the tenant was not given written notice of the RAP Program.

What is the allowable rent?

The Rent Adjustment Ordinance requires an owner to serve a RAP Notice at the start of a tenancy¹³ and together with any notice of rent increase or change in any term of the tenancy.¹⁴ An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.¹⁵

Again, Official notice is taken of T16-0526. The Hearing Decision set the base rent at \$950.00, less ongoing decreased housing services in the amount of \$20.00. The tenant's testimony that she never received a notice indicating that the conditions were restored is undisputed. Moreover, the evidence supports the tenant's undisputed testimony that she did not receive a RAP Notice with the Notices of Rent Increase. Accordingly, the rent increases are invalid, and the tenant's base rent remains \$950.00, less ongoing decreased housing services in the amount of \$20.00, or \$930.00.

Has the tenant suffered decreased housing services?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹⁶ and may be corrected by a rent adjustment.¹⁷ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code, which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days of whichever is later: (1) the date

¹³ O.M.C. Section 8.22.060(A)

¹⁴ O.M.C. Section 8.22.070(H)(1)(A)

¹⁵ O.M.C. Section 8.22.060(C)

¹⁶ O.M.C. § 8.22.070(F)

¹⁷ O.M.C. § 8.22.110(E)

the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the RAP Notice.

However, where the RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.¹⁸ Since the evidence established that the tenant did not receive the RAP notice, the tenant is entitled to restitution for up to three years.

For a tenant's claim for decreased housing services to be granted, an owner must have notice of a problem and a reasonable opportunity to make needed repairs.

Water Leaks

The evidence of the water leaking in the subject unit is undisputed. Moreover, the evidence of water intrusion damages was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from October 2016, until the violation is abated.

Gas Shutoff

The evidence of the gas shut off to the subject unit is uncontradicted. Thus, the tenant is entitled to a 50% rent credit for March 2019.

Kitchen cabinets and walls

The evidence of the damage to the kitchen cabinets and walls in the subject unit is uncontested. Moreover, the evidence of water intrusion damages was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from October 2016, until the violation is abated.

Windows

The evidence of the windows needing repair in the subject unit is undisputed. Moreover, the window damage was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 5% rent credit from January 2017 until the violation is abated.

¹⁸ Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

Infestation

The evidence of the infestation in the subject unit is uncontradicted. Moreover, the evidence of infestation was noted by Vector Control, indicating a condition that affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 10% rent credit from October 2016, until the violation is abated.

What, if any, restitution is owed to the tenant, and how does that impact the rent?

As indicated above, the legal rent for the unit is \$930.00 per month. The evidence establishes that the tenant paid \$951.39 from October 1, 2017, until September 30, 2019. Further, the evidence establishes that from October 1, 2019, the tenant began paying \$1018.16. Accordingly, the tenant is entitled to restitution for the overpayments of rent in the amount of \$954.31.¹⁹

Service Lost	From	To	Rent	% Rent	Decrease /month	No. Months	Overpaid
Water Leaks	1-Oct-16	28-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Gas Shutoff	1-Mar-19	31-Mar-19	\$ 930.00	50%	\$ 465.00	1	\$ 465.00
Kitchen cabinets and walls	1-Oct-16	29-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Windows	1-Jan-17	29-Feb-20	\$ 930.00	5%	\$ 46.50	38	\$ 1,767.00
Infestation	1-Oct-16	29-Feb-20	\$ 930.00	10%	\$ 93.00	41	\$ 3,813.00
TOTAL LOST SERVICES							\$ 25,110.00
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Oct-17	30-Sep-19	\$951.39	\$930	\$ 21.39	24	\$ 513.36
	1-Oct-19	28-Feb-20	\$1,018.19	\$930	\$ 88.19	5	\$ 440.95
TOTAL OVERPAID RENT							\$ 954.31

The chart above indicates restitution for decreased housing services valued at \$25,110.00. The tenant is also entitled to restitution of overpaid rent in the amount of \$954.31.

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¹⁹ This total assumes that the tenant continued to pay \$1018.16 through February 2020. If that is not the case the numbers should be adjusted by the parties, with jurisdiction reserved.

Restitution is usually awarded over 12 months, but when the tenant is owed 58971% of the monthly rent, it is proper to extend the restitution period to 96 months.²⁰ Amortized over 96 months, the restitution amount is \$271.50 per month.

Therefore, the tenant's monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$658.50. From March 2020 through December 2025, the rent will be \$658.50, less the deduction for ongoing decreased housing services.

ORDER

1. Petitions T19-0272 and T19-0325 are granted.
2. The base rent for the subject unit is \$950.00 per month before deductions for decreased housing services.
3. The total overpayment by the tenant is \$25,110.00 for past decreased housing services and \$954.31 for overpaid rent, for a total overpayment of \$26,064.31.
4. Due to ongoing conditions, the tenant is entitled to an ongoing decrease in rent in the amount of 65%, in addition to the previously awarded ongoing decrease in housing services.
5. The tenant's rent is stated below as follows:

Base rent	\$ 950.00
Less restitution	\$ 271.50
Less ongoing decreased services ²¹	\$ 624.50
Net Rent on March 1, 2020	\$ 54.00

6. The tenant's rent for March 2020, through February 2028, is \$54.00. The rent will revert to the current legal rent of \$930.00 in March 2028.
7. Once the evidence of water intrusion damages, including the kitchen cabinets and walls, as noted in the Notice of Violation, is repaired and after further

²⁰ Regulations, §8.22.110(F).

²¹ This includes the amount previously awarded in T16-0526.

City inspection noting the violation is abated and upon proper notice in accordance with Section 827 of the California Civil Code, the rent can be increased by 50% (\$465.00).

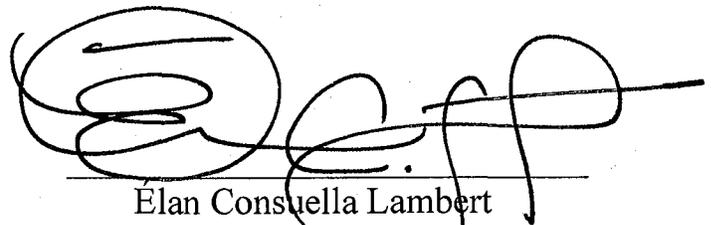
8. Once the windows, as noted in the Notice of Violation, are repaired and after further City inspection, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 5% (\$46.50).

9. Once the infestation is noted to be abated after further inspection by Vector Control, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 10% (\$93.00).

10. If the owner wishes to, they can repay the restitution owed to the tenant at any time. If they do so, the monthly decrease for restitution ends at the time the tenant is provided restitution.

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

Dated: January 21, 2020



Elan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T19-0272; T19-0325

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

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

Documents Included

Hearing Decision

Manager

Nevin Iwatsuru, Pama Management
4900 Santa Anita Avenue Suite 2C
El Monte, CA 91731

Owner

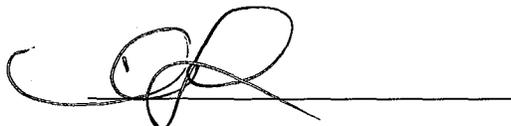
BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Tenant

Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 23, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000203

KMIEL

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp.



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

2020 FEB 10 AM 8:57

APPEAL

Appellant's Name BD Opportunity 1, LP		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 7123 Holly Street, Unit 1 Oakland, CA			
Appellant's Mailing Address (For receipt of notices) 4900 Santa Anita Ave Suite 2C El Monte, CA 91731		Case Number T19-0272 & T19-0325	
		Date of Decision appealed January 21, 2020	
Name of Representative (if any) Jesse Carrillo		Representative's Mailing Address (For notices) 4900 Santa Anita Ave Suite 2C El Monte, CA 91731	

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.

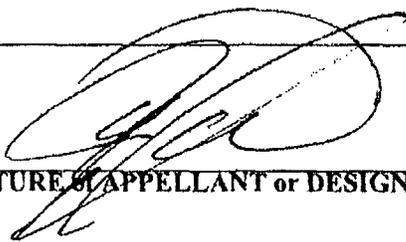
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue 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: One.
See attached "Appeal attached page"

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •

I declare under penalty of perjury under the laws of the State of California that on February 7, 2020, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Colleen Jeffers
Address	7123 Holly Street, Unit 1
City, State Zip	Oakland, CA 94621
Name	Xavier Johnson
Address	7123 Holly Street, Unit 1
City, State Zip	Oakland, CA 94621

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

For more information phone (510) 238-3721.

Appeal Attached Page

The ruling for T19-0272 and T19-0325 reads a restitution for decreased housing services valued at \$25,110.00. This amount is uneconomical. That is greater than the cash flow from operations for the entire year, and would exceed the budgeted cash flow for the next year. This would leave the operation of the property at a loss, and it would require a decrease in services for the other tenants at this property.

Additionally, from time to time units turn over and for an older building the units require significant capital expenses to completely refurbish the units. No income inhibits the ability of the property to generate any return on investment and generates no funds to pay to make necessary repairs and maintenance. Stretching the negative consequences over time as suggested in the decision only prolongs the financial impact. Such a decision may force the decision to shut down the property and cease providing affordable housing units to the market to stop the negative financial losses.

T19-0272 refers to a rent increase that does not abide by local and state laws. This increase, which was effective April 1, 2019, was rescinded and voided. Case T19-0325 refers to a rent increase that was effective July 1, 2019. This too was rescinded and voided.

The tenant had been provided an RAP Notice in a previous year, related to case T16-0526. In addition, the tenant had filed a petition leading to case T16-0526, making the tenant aware of their rights and opportunities to petition any changes in rent and services. This only leaves services provided to the tenant to be in question.

Conversations and inquiries were made with the tenant, Ms. Jeffers, after the notifications of petitions to the rent increase and alleged decrease in services were received. The tenant was asked if there were any outstanding items that needed repair or maintenance, and the tenant had clearly informed the management company that there were no items remaining. At the time, a contractor was painting the cabinets per the tenant's request. This does not coincide with what the tenant is claiming to be the current condition per the aforementioned cases. The deferred rent recovery itemizes repairs that have already been made to the property to the satisfaction of the tenant. Those rent reductions are punitive because there are no outstanding items according to the tenant, and therefore no reason to reduce the rental income further.

The decision is unnecessarily punitive since all the items claimed by the tenant had already been resolved to the tenant's satisfaction before the hearing.



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

Housing and Community Development Department
Rent Adjustment Program

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

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T19-0272 and T19-0325, Jeffers v. BD Opportunity

APPEAL HEARING: September 10, 2020

PROPERTY ADDRESS: 7123 Holly Street, Unit 1, Oakland, CA

APPEARANCES:

H.J. Long	Owner Appellant Representative
Carlene Jeffers	Tenant Appellee
Xavier Johnson	Tenant Appellee Representative

Procedural Background

The tenant filed two petitions, one on April 29, 2019, and one on June 24, 2019, contesting five monthly rent increases, on the ground that she never received the RAP notice. She also alleged several decreased housing services, including a plumbing leak in the bathroom, extended gas shutoff, damage to kitchen cabinets, walls and baseboard, improperly sealed windows, and pest infestations. The owner response stated that the increase effective July 1, 2019, had been rescinded and the conditions at issue with the decreased housing services claim had been corrected or were in the process of being corrected.

The hearing officer found that the tenant had never been served with the RAP notice, took official notice of a prior Hearing Decision, which set the tenant's monthly base rent at \$950.00, granted restitution for overpaid rent in the amount of \$954.31, and granted \$25,110 in restitution for decreased housing services.

Grounds for Appeal

The owner appealed the hearing decision on the grounds that (1) restitution of \$25,110 was greater than the cash flow from operations for the entire year, and would exceed the budgeted cash flow for the next year, leaving the property at a loss resulting in a decrease in services for other tenants at this property, (2) lack of income impedes the owner's ability to make necessary capital expenses to refurbish units after they are vacated, possibly requiring the owner to shut down the property and cease providing affordable housing units to market, (3) the rent increases effective April 1, 2019, and

July 1, 2019, were rescinded, (4) the owner provided the tenant with the RAP notice in a prior case, T16-0526, and (5), after notification of the tenant petition, they asked the tenant if there were any outstanding items that needed repair or maintenance, and she informed the management company that there were no outstanding items.

Appeal Decision

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, R. Auguste moved to remand the case to the hearing officer to recalculate the restitution so that the amount for March 2019 does not exceed 100% of the rent and to limit the end date of the restitution period to the date of the hearing decision. R. Stone offered a friendly amendment that the hearing officer also consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions, which was accepted by R. Auguste. T. Hall seconded the motion.

The Board voted as follows:

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

The motion carried.

Chanee Franklin Minor
Program Manager
HCD/Rent Adjustment Program

CHANEE FRANKLIN MINOR
BOARD DESIGNEE
CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

12/7/20

DATE

PROOF OF SERVICE

Case Numbers: T19-0272, T19-0325

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

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

Documents Included

Appeal Decision

Manager

Nevin Iwatsuru, Pama Management
4900 Santa Anita Avenue Suite 2C
El Monte, CA 91731

Owner

BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Owner Representative

Grayce Long, Dennis P. Block & Associates, APC
5437 Laurel Canyon Blvd Floor 2
Valley Village, CA 90010

Tenant

Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

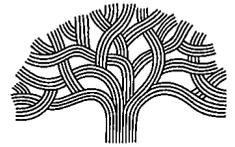
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
Executed on **December 07, 2020** in Oakland, CA.



Brittini Lothlen
Oakland Rent Adjustment Program

000209

**REMAND DECISION**

CASE NUMBER(S): T19-0272, T19-0325

CASE NAME: Jeffers v. BD Opportunity 1, LP

PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019

DATE OF SUBMISSION: November 21, 2019

DATE OF DECISION: January 21, 2020

DATE OF REMAND DECISION: August 09, 2021

PROCEDURAL HISTORY

A Hearing, in this case, was held on November 7, 2019. A Hearing Decision was issued on January 21, 2019. The Decision found that the Tenant had not been provided the RAP Notice and granted restitution for overpaid rent in the amount of \$954.31 and granted restitution in the total amount of \$25,110.00 for decreased housing services. The landlord filed an Appeal, and on September 10, 2020, The Housing, Residential Rent and Relocation Board (Board) remanded to the Hearing Officer for the following:

1. To recalculate the restitution amount for March 2019 so that it does not exceed 100% of the rent and to limit the end date of the restitution period to the date of the hearing decision; and

2. To consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions.

The scope of this remand Decision is limited to these issues.

DECISION ON REMAND

The Hearing Decision is Amended as follows:

Restitution

A Hearing Decision in the prior petition, T16-0526, issued January 26, 2017, and not appealed found that the Tenant had not been served with the Notice to Tenants of Residential Rent Adjustment Program (RAP Notice). At the hearing, no evidence was offered to show that the Tenant had been served the RAP Notice subsequent to the prior decision and prior to filing the petition herein.

The Tenant filed her petitions on April 29, 2019, and June 24, 2019. These matters were scheduled for Hearing on November 7, 2019. A Hearing Decision was issued in this case on January 21, 2020.

The Ordinance places no limit on a tenant's claim for reimbursement for claims related to rent overpayments. The California Code of Civil Procedure limits liability for "actions upon a liability created by statute, other than a penalty or forfeiture" to three years. It is reasonably understood that statutes of limitations look backward from the date a cause of action is filed but does not limit the amount of restitution a person may receive based on the length of time a matter remains pending.

Numerous Hearing Decisions and Appeals Decisions have cited the Board policy to limit restitution to three years. See Huante v. Peinado, T14-0232, in which the Board stated that "The Hearing Decision granted restitution for decreased housing services for up to three years because the Tenant did not receive the notice."¹ See also Barajas v. Chu, T06-0051. In Sherman v. Michelson, T12-0332, the Board stated that the Hearing Officer had granted restitution "for a period of three years prior to the filing of the petition." Furthermore, the Board upheld a finding of more than 36 months of restitution in Titcomb v. Vinyard-Ide, T17-0575. The Board

¹ The case was affirmed by the Board.

previously found that where a RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years. Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu.

The Appeal Decision suggests that the restitution period should be limited to the date of the Hearing Decision. The Tenant provided undisputed evidence that a Notice of Violation, indicating that the subject unit violated the housing or building code, affecting the habitability of the Tenant’s unit.

The Owner’s appeal argues that the restitution awarded was greater than the cash flow from operations for the entire year. Notwithstanding that no evidence was presented thereof, the Rent Adjustment Ordinance does not provide authority to consider that information other than in a Petition filed by the Owner for Approval of a Rent Increase based upon Increased Housing Service Costs. No such petition was filed by the Owner herein, the issues were not raised in the response, and no testimony was offered in that regard at the hearing. Based on the foregoing, it is found that the proper limit of restitution is 36 months (three years) prior to filing a tenant petition.

Gas Shutoff

The evidence of the gas shut off to the subject unit remains uncontradicted. Thus, the Tenant is entitled to a rent credit for March 2019, in the amount of \$300.00.

Service Lost	From	To	VALUE OF LOST SERVICES		Decrease /month	No. Months	Overpaid
			Rent	% Rent Decrease			
Water Leaks	1-Oct-16	28-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Gas Shutoff	1-Mar-19	31-Mar-19	\$ 930.00		\$ 300.00	1	\$ 300.00
Kitchen cabinets and walls	1-Oct-16	29-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Windows	1-Jan-17	29-Feb-20	\$ 930.00	5%	\$ 46.50	38	\$ 1,767.00
Infestation	1-Oct-16	29-Feb-20	\$ 930.00	10%	\$ 93.00	41	\$ 3,813.00
TOTAL LOST SERVICES							\$ 24,945.00
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Oct-17	30-Sep-19	\$951.39	\$930	\$ 21.39	24	\$ 513.36
	1-Oct-19	28-Feb-20	\$1,018.19	\$930	\$ 88.19	5	\$ 440.95
TOTAL OVERPAID RENT							\$ 954.31

The chart above indicates restitution for decreased housing services valued at \$24,945.00. The Tenant is also entitled to restitution of overpaid rent in the amount of \$954.31.

The restitution period was amortized over 96 months. Accordingly, the restitution amount per month is now \$269.78.

Therefore, the Tenant's monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$660.22, for 96 months.

The Hearing Decision is otherwise unchanged.

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 fifteen (15) calendar days after the service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.



Dated: 09 August 2021

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE BY ELECTRONIC MAIL

Case Number(s): T19-0272, T19-0325

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.

Today, I electronically served the following:

Remand Decision

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

xjohnson@centrolegal.org
dhall@centrolegal.org
hglongatty@gmail.com
dennis@evict123.com
evict123@gmail.com
nevin@goldenmgtinc.com
Jeffers_colleen@yahoo.com

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

Date: August 16, 2021



Brittini Lothlen
Administrative Assistant
Oakland Rent Adjustment Program

The Law Firm of
DENNIS P. BLOCK & ASSOCIATES, APC

A Professional Law Corporation
5437 Laurel Canyon Blvd., Second Floor
Valley Village, CA 91607
(323) 938-2868 (Phone)
(323) 938-6069 (Fax)

08/12/2021

City of Oakland
Rent Adjustment Program
4900 SANTA ANITA AVE., SUITE 2C
EL MONTE, CA 91731

RE: COLLEEN JEFFERS/CITY OF OAKLAND
7123 HOLLY STREET, #1

ATTached is a copy of our appeal. This is also being overnighted to you and the tenant.

Regards,

HG Long

rec# 553196 - grayce

Encino	Inglewood	Orange	Long Beach	San Bernardino	Ventura	Pasadena
(818) 986-3147	(310) 673-2996	(714) 634-8232	(562) 434-5000	(909) 877-6565	(805) 653-7264	(626) 798-1014

000215



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

APPEAL

Appellant's Name BD Opportunity LP		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 7123 HOLLY Street #1, Oakland, CA 94621			
Appellant's Mailing Address (For receipt of notices) 174 LONG ESSO. Dennis P. Block + Assoc 5437 Laurel Canyon Blvd. 2nd Fl. Valley Village, CA 91607		Case Number T19-0272 ; T19-0325	Date of Decision appealed August 9, 2021 - decision
Name of Representative (if any) HC Long ESSO. Dennis P. Block + associates		Representative's Mailing Address (For notices) 5437 Laurel Canyon Blvd. Valley Village, CA 91607 2nd Floor	

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.)

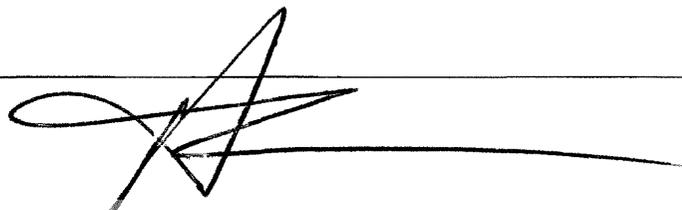
Submissions to the Board must not exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to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

Please number attached pages consecutively. Number of pages attached: 41
however majority of pages are the hearing decisions

• 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 August 12, 2021, 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: judicial express

<u>Name</u>	Holly Jeffers
<u>Address</u>	7123 Holly Street # 1
<u>City, State Zip</u>	Oakland, CA 94621
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	aug 12, 2021
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

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

For more information phone (510) 238-3721.

The Law Firm of
DENNIS P. BLOCK & ASSOCIATES, APC

A Professional Law Corporation
5437 Laurel Canyon Blvd., Second Floor
Valley Village, CA 91607
(323) 938-2868 (Phone)
(323) 938-6069 (Fax)

08/11/2021

Via email to:
hearingsunit@oaklandca.gov
and federal express

City of Oakland
Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

Colleen Jeffers
7123 Holly Street, #1
Oakland, CA 94621

~~Re: Appeal of Remand Hearing on T19-0272-T19-0325-Jeffers v. BD Opportunity~~

Attn: City of Oakand/Rent Adjustment Program:

This letter is to confirm that my client Bd Opportunity 1, LP is appealing the remand decision rendered on August 9, 2021 by Elan Consuella Lambert for several reasons. Exhibit 1-remand.

First the decision is INCONSISTENT with prior decisions of the Board. We had previously appealed the decision and there was a hearing by the City Council on September 10, 2020. At the appeal hearing at which I attended, the decision T19-0272 and T19-0325 rendered on January 21, 2020 was remanded back so that Ms. Lambert could review the previous decisions. Specifically the decision on January 27, 2017 on T16-0526 rendered by Barbara Kong Brown. Clearly, Ms. Lambert did not review the previous decision. See appeal decision as Exhibit 2 and T16-0526 as Exhibit 3.

The remand ruling is inconsistent and not supported by the facts. In the 2016 case there was a site inspection on January 4, 2017. It is inconceivable that Ms. Lambert would actually believe the tenant that there was water leaks, problems with the kitchen cabinets and walls, infestation and problem with the windows dating back from October of 2016. When in fact she had complained about similar problems to the hearing officer in T16-0526 and it was determined that all items were fixed pursuant to the stipulation in unlawful detainer and there was a site inspection on January 4, 2017 which noted none of the conditions were present. This is a violation of due process and the January 21, 2020 is inconsistent with this prior decision and the facts do not support allowing the tenant a rent abatement from 2016 especially in light of the fact that the owner had already waived over 5,300.00 in rent in the unlawful detainer action.

Continued Next Page ...

Encino	Inglewood	Orange	Long Beach	San Bernardino	Ventura	Pasadena
(818) 986-3147	(310) 673-2996	(714) 634-8232	(562) 434-5000	(909) 877-6565	(805) 653-7264	(626) 798-1014

000219

First of all, I want to stress that I believe that this tenant is "gaming" the system. In 2016, \$5,300.00 in rent owed by Ms Jeffers was waived by the landlord due to court eviction proceedings. This amount does not even incorporate the amount of \$26,041.31 that your hearing officer awarded in January 21, 2020 in the attached decision. The remand decision only adjusted the amount by \$165.00. As such, Ms. Jeffers will have succeeded in having approximately over \$28,000 in rent waived since 2016. Ms. Jeffers will be allowed to live at the property without paying rent until the year 2028! This is completely inequitable and unfair to BD Opportunity Partners and a violation of DUE PROCESS. Counsel for BD Opportunity was not allowed to participate in the remand hearing and to further the arguments that were addressed at the Appeal.

By way of review on July 26, 2016 a stipulation was reached in unlawful detainer no. RG1681715 where Ms. Jeffers was represented by counsel. The stipulation provided for repairs to the unit and an agreed rental amount of \$950.00 per month. Further, approximately \$5300.00 in rent up to July 2016 was waived. Once the repairs were made counsel for Ms. Jeffers sent rent to my office for August 2016 through November 2016. Further, in your compliance hearing decision T16-0526, your own hearing officer at the hearing on January 4, 2017, determined that Ms. Jeffers claims of mice and rodent infestation were already resolved. The only money awarded to Ms. Jeffers in that hearing was a reduction of \$60.00 for lost of laundry use. See stipulation as Exhibit 4.

Ms. Jeffers, in the hearing on November 7, 2019, claimed that she had issues with water leaks, kitchen cabinets, windows and mice since October of 2016, Yet in her hearing on January 2017 she made NO MENTION of any water leaks, mice, cabinet or window issues. Further there was a site inspection where none of these problems complained about by Ms. Jeffers were present. As such, Lamberts decision on January of 2020 is not supported by evidence. She did not adequately review the prior decision before awarding on January 21, 2020 Ms. Jeffers retroactive rent adjustments totalling over \$25,000.00. Further, Ms. Lambert was advised to only award up to the date of the hearing of January 2020 and she failed to address that issue in the remand and she also failed to review the previous decision.

I feel that Ms. Lambert is prejudiced to my client and I would request another officer review this appeal. She is violating my clients due process by awarding more that 3 years worth of rent abatement based on insufficient evidence presented by the tenant. Ms. Lambert is basing her decision merely on the fact that Ms. Jeffers claims she never received a RAP notice. That was addressed in the previous ruling and the rent increase was determined to be invalid. However, that does not mean that MS. Jeffers does not have to pay rent whatsoever for 2017 through 2019. It appears that Ms. Lambert believes that no rent needs to be paid during that time period.

It is also a violation of due process to not allow my client to introduce new and different facts on the appeal. Just because they sent a representative who knew nothing about this tenancy on November 7, 2019 should not cause the tenant to obtain a windfall against the landlord. The city of Oakland has the duty to review the entire file and tenant complaints and landlord responses. Attached please find a copy of the rescission of the rent increase dated August 26, 2019, given to the tenant WHICH INLCUDED A COPY OF THE RAP NOTICE and a copy of the letter with the enclosure was also sent to the City of Oakland. To allow the tenant a three year rent abatement because they claim that they never received a RAP notice is absurd. See exhibit 5 letters.

Our letters are evidence that Ms. Jeffers did receive the RAP notice and this goes to the credibility of the tenant. Ms. Jeffers also stated that she was having problems with the unit since October of 2016 yet she didn't state these issues in her previous housing hearing and the problems were not evidenced at the site inspection by the City of Oakland on January 4, 2017. The evidence is contradictory and should be weighed against the tenant on appeal.

Attached please find a timeline of all repairs and copies of invoices and or checks to support said repairs will be provided upon request. See exhibit 6. I believe that the rent reductions are not warranted whatsoever in that the landlord always timely makes repairs and fumigates as you can see from the attachments. The tenant should not be allowed to have a windfall because the landlord sent an agent to the hearing on November 7, 2019 without knowledge of the tenancy. Ms. Jeffers was clearly served a copy of the RAP on August 26, 2019 see attached and did not inform the officer at the January 2020 hearing of the same.

Furthermore, Ms. Jeffers as stated in the ruling of January 25, 2017 that habitability issues were addressed in the unlawful detainer handled by my office. I can attest as an officer of the court that repairs were made to Ms. Jeffers unit in 2016 which resulted in our client waiving a large portion of rent and Ms. Jeffers paying the rent of \$950.00 moving forward after the repairs were made. For the hearing officer to now allow a rent abatement during the same time period that the unlawful detainer matter covered is another violation of due process and inconsistent with a stipulated judgment signed by defendant and her attorney which Ms. Jeffers agreed to pay rent up to November 2016. Yet your hearing officer gave a rent reduction from October 2016. Further, Ms. Jeffers agreed with counsel in the stipulation during the eviction that her rent was \$950.00 in 2016. The city of Oakland does not have the authority to void the trial courts decision and lower the rent.

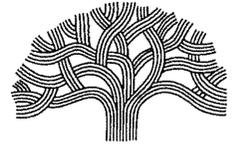
Ms. Lambert was directed on the remand to only award damages up to the date of the decision of January 2020. However, she failed to adjust her numbers and allowed the reductions to February 29, 2020.

Lastly the hearing officer in her ruling states that the evidence is that there was water intrusion was noticed in the Notice of violation from the City dated March 26, 2019. I believe that this is the date where the rent abatement should begin. It is only fair to award the tenant rent abatement from the state of the last violation of March 26, 2019 to the date of the hearing decision on January 21, 2020. Not for three years. I am lastly attaching the ruling of Ms. Lambert of January 21, 2020. I trust that these exhibits of your rulings which put our appeal page limit over 25 pages do not count towards our appeal. Quite frankly the board should take judicial notice of their decisions; however, in this case it does not appear that this happened. See exhibit 7- decision of January 21, 2020 T19-0272

I look forward to the appeal hearing and please advise me of the time and date and the zoom information to joining the hearing. I am also sending a copy of all paperwork to Ms. Jeffers.

Very truly yours,

HG Long
Attorney for ~~BD Opportunity 1 LP~~

**REMAND DECISION**

CASE NUMBER(S): T19-0272, T19-0325

CASE NAME: Jeffers v. BD Opportunity 1, LP

PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019

DATE OF SUBMISSION: November 21, 2019

DATE OF DECISION: January 21, 2020

DATE OF REMAND DECISION: August 09, 2021

PROCEDURAL HISTORY

A Hearing, in this case, was held on November 7, 2019. A Hearing Decision was issued on January 21, 2019. The Decision found that the Tenant had not been provided the RAP Notice and granted restitution for overpaid rent in the amount of \$954.31 and granted restitution in the total amount of \$25,110.00 for decreased housing services. The landlord filed an Appeal, and on September 10, 2020, The Housing, Residential Rent and Relocation Board (Board) remanded to the Hearing Officer for the following:

1. To recalculate the restitution amount for March 2019 so that it does not exceed 100% of the rent and to limit the end date of the restitution period to the date of the hearing decision; and

- 1 -

2. To consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions.

The scope of this remand Decision is limited to these issues.

DECISION ON REMAND

The Hearing Decision is Amended as follows:

Restitution

A Hearing Decision in the prior petition, T16-0526, issued January 26, 2017, and not appealed found that the Tenant had not been served with the Notice to Tenants of Residential Rent Adjustment Program (RAP Notice). At the hearing, no evidence was offered to show that the Tenant had been served the RAP Notice subsequent to the prior decision and prior to filing the petition herein.

The Tenant filed her petitions on April 29, 2019, and June 24, 2019. These matters were scheduled for Hearing on November 7, 2019. A Hearing Decision was issued in this case on January 21, 2020. ✕

The Ordinance places no limit on a tenant's claim for reimbursement for claims related to rent overpayments. The California Code of Civil Procedure limits liability for "actions upon a liability created by statute, other than a penalty or forfeiture" to three years. It is reasonably understood that statutes of limitations look backward from the date a cause of action is filed but does not limit the amount of restitution a person may receive based on the length of time a matter remains pending.

Numerous Hearing Decisions and Appeals Decisions have cited the Board policy to limit restitution to three years. See Huante v. Peinado, T14-0232, in which the Board stated that "The Hearing Decision granted restitution for decreased housing services for up to three years because the Tenant did not receive the notice."¹ See also Barajas v. Chu, T06-0051. In Sherman v. Michelson, T12-0332, the Board stated that the Hearing Officer had granted restitution "for a period of three years prior to the filing of the petition." Furthermore, the Board upheld a finding of more than 36 months of restitution in Titcomb v. Vinyard-Ide, T17-0575. The Board

¹ The case was affirmed by the Board.

previously found that where a RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years. Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu.

The Appeal Decision suggests that the restitution period should be limited to the date of the Hearing Decision. The Tenant provided undisputed evidence that a Notice of Violation, indicating that the subject unit violated the housing or building code, affecting the habitability of the Tenant's unit.

The Owner's appeal argues that the restitution awarded was greater than the cash flow from operations for the entire year. Notwithstanding that no evidence was presented thereof, the Rent Adjustment Ordinance does not provide authority to consider that information other than in a Petition filed by the Owner for Approval of a Rent Increase based upon Increased Housing Service Costs. No such petition was filed by the Owner herein, the issues were not raised in the response, and no testimony was offered in that regard at the hearing. Based on the foregoing, it is found that the proper limit of restitution is 36 months (three years) prior to filing a tenant petition.

Gas Shutoff

Y/21

The evidence of the gas shut off to the subject unit remains uncontradicted. Thus, the Tenant is entitled to a rent credit for March 2019, in the amount of \$300.00.

Service Lost	From	To	VALUE OF LOST SERVICES				No. Months	Overpaid
			Rent	% Rent Decrease	Decrease /month			
Water Leaks	1-Oct-16	28-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50	
Gas Shutoff	1-Mar-19	31-Mar-19	\$ 930.00		\$ 300.00	1	\$ 300.00	
Kitchen cabinets and walls	1-Oct-16	29-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50	
Windows	1-Jan-17	29-Feb-20	\$ 930.00	5%	\$ 46.50	38	\$ 1,767.00	
Infestation	1-Oct-16	29-Feb-20	\$ 930.00	10%	\$ 93.00	41	\$ 3,813.00	
TOTAL LOST SERVICES								\$ 24,945.00
OVERPAID RENT								
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total	
Y/21	1-Oct-17	30-Sep-19	\$951.39	\$930	\$ 21.39	24	\$ 513.36	
Y/21	1-Oct-19	28-Feb-20	\$1,018.19	\$930	\$ 88.19	5	\$ 440.95	
TOTAL OVERPAID RENT								\$ 954.31

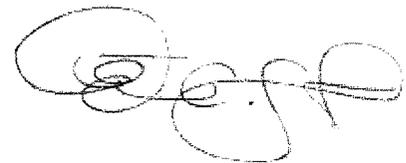
The chart above indicates restitution for decreased housing services valued at \$24,945.00. The Tenant is also entitled to restitution of overpaid rent in the amount of \$954.31.

The restitution period was amortized over 96 months. Accordingly, the restitution amount per month is now \$269.78.

Therefore, the Tenant's monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$660.22, for 96 months.

The Hearing Decision is otherwise unchanged.

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 fifteen (15) calendar days after the service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.



Dated: 09 August 2021

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program



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

Housing and Community Development Department
Rent Adjustment Program

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

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T19-0272 and T19-0325, Jeffers v. BD Opportunity

APPEAL HEARING: September 10, 2020

PROPERTY ADDRESS: 7123 Holly Street, Unit 1, Oakland, CA

APPEARANCES:	H.J. Long	Owner Appellant Representative
	Carlene Jeffers	Tenant Appellee
	Xavier Johnson	Tenant Appellee Representative

Procedural Background

The tenant filed two petitions, one on April 29, 2019, and one on June 24, 2019, contesting five monthly rent increases, on the ground that she never received the RAP notice. She also alleged several decreased housing services, including a plumbing leak in the bathroom, extended gas shutoff, damage to kitchen cabinets, walls and baseboard, improperly sealed windows, and pest infestations. The owner response stated that the increase effective July 1, 2019, had been rescinded and the conditions at issue with the decreased housing services claim had been corrected or were in the process of being corrected.

The hearing officer found that the tenant had never been served with the RAP notice, took official notice of a prior Hearing Decision, which set the tenant's monthly base rent at \$950.00, granted restitution for overpaid rent in the amount of \$954.31, and granted \$25,110 in restitution for decreased housing services.

Grounds for Appeal

The owner appealed the hearing decision on the grounds that (1) restitution of \$25,110 was greater than the cash flow from operations for the entire year, and would exceed the budgeted cash flow for the next year, leaving the property at a loss resulting in a decrease in services for other tenants at this property, (2) lack of income impedes the owner's ability to make necessary capital expenses to refurbish units after they are vacated, possibly requiring the owner to shut down the property and cease providing affordable housing units to market, (3) the rent increases effective April 1, 2019, and

July 1, 2019, were rescinded, (4) the owner provided the tenant with the RAP notice in a prior case, T16-0526, and (5), after notification of the tenant petition, they asked the tenant if there were any outstanding items that needed repair or maintenance, and she informed the management company that there were no outstanding items.

Appeal Decision

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, R. Auguste moved to remand the case to the hearing officer to recalculate the restitution so that the amount for March 2019 does not exceed 100% of the rent and to limit the end date of the restitution period to the date of the hearing decision. R. Stone offered a friendly amendment that the hearing officer also consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions, which was accepted by R. Auguste. T. Hall seconded the motion.

The Board voted as follows:

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

The motion carried.

Chanee Franklin Minor
Program Manager
HCD/Rent Adjustment Program

12/7/20

CHANEE FRANKLIN MINOR
BOARD DESIGNEE
CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

DATE

PROOF OF SERVICE

Case Numbers: T19-0272, T19-0325

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

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

Documents Included

Appeal Decision

Manager

Nevin Iwatsuru, Pama Management
4900 Santa Anita Avenue Suite 2C
El Monte, CA 91731

Owner

BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Owner Representative

Grayce Long, Dennis P. Block & Associates, APC
5437 Laurel Canyon Blvd Floor 2
Valley Village, CA 90010

Tenant

Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 07, 2020** in Oakland, CA.



Brittini Lothlen
Oakland Rent Adjustment Program

Item 7



CITY OF OAKLAND

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

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T16-0526, Jeffers v. Pama Management

PROPERTY ADDRESS: 7123 Holly Street, No. 1, Oakland, CA

DATE OF HEARING: January 4, 2017

DATE OF SITE INSPECTION: January 4, 2017 ✓

DATE OF DECISION: January 25, 2017

APPEARANCES: Colleen Jeffers Tenant
No appearance by owner

SUMMARY OF DECISION

The tenant petition is GRANTED IN PART.

INTRODUCTION

The tenant filed a petition on September 16, 2016, which contests a monthly rent increase from \$950 to \$1,045 effective October 1, 2016.

The basis for the tenant's petition includes the following:

- The rent increase is unjustified or is greater than 10%;
- No six month notice of the existence of the Rent Adjustment Program (RAP) provided;
- No concurrent RAP notice with notice of the rent increase;
- Current code violation;
- Decreased housing services.

3 -

Item 7

The owner did not file a response and did not appear at the Hearing.

ISSUES

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

EVIDENCE

Rent History/Notice of the Rent Adjustment Program

The tenant testified that she moved into her unit in February 2013 at a monthly rent of \$950.00. She further testified that she has never received the form notice of the existence of the Rent Adjustment Program (RAP). She was involved in a court proceeding with the owner which resulted in a Stipulation and Court Order which provided that the monthly rent was \$950.00, and that she would pay this amount for the months of August, September, October and November 2016. She further testified that she raised issues of habitability in the court hearing. * *

Decreased Housing Services/Code Violation

Illegal Parking

The tenant testified that there are five parking stalls for six units. A tenant in unit A does not have a parking stall and is parking illegally in front of the gate next to her vehicle and it is a fire hazard. She reported this to the manager in August 2013 but nothing has been done.

Removal of Laundry Room

The tenant testified that there was a laundry room on the other side of her unit, and she used to do her laundry there. The laundry was removed about a year ago and she now has to go to the laundromat, which is very inconvenient. She goes once a month and does six to seven loads, at \$2.50 per machine with an additional 25 cents for drying. This totals approximately \$16.50 to \$19.25 a month.

Rodent Issue

The tenant testified that she had an issue with mice in February 2016, and repairs to patch holes in her unit were not made until mid-December 2016. *

Item 7

Site Inspection

The Hearing Officer conducted a site inspection on January 4, 2017, and noted that there was a vehicle parked in front of the gate but it did not appear to be a fire hazard. The tenant has a parking space and continues to park in it. There was no laundry room on the premises.

FINDINGS OF FACT AND CONCLUSIONS OF LAWTenant Current in Rent

The tenant's monthly base rent is \$950.00 and she was current in her rent when she filed her petition. She is currently paying \$950.00 monthly.

RAP Notice and Rent Increases

Notice and Filing Requirements: The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy¹ and together with any notice of rent increase.²

The owner has not met his burden of proof regarding notice of the RAP to the tenant. The tenant has not received the notice of the Rent Adjustment Program. Section 8.22.060 (C) of the Rent Ordinance states the following:

"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 the 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.

The rent increase is invalid. The tenant's monthly base rent is \$950.00. ~~XX~~

Code Violation in Tenant's Unit

The tenant did not sustain her burden of proof regarding parking by the tenant in front of the gate. However, the presence of mice in the tenant's unit presents a sanitation issue and is deemed a code violation. This is further reason to deny the rent increase.

¹ O.M.C. Section 8.22.060(A)

² O.M.C. Section 8.22.070(H)(1)(A)

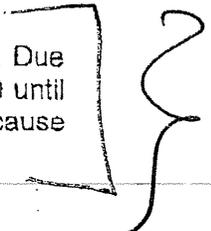
Item 7

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment.³ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that is required to be provided in a contract between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence. The tenant also has the burden of proving notice to the owner about a complaint and the owner must be afforded a reasonable opportunity to respond to the complaint.

Mice

The issue with rodents in the tenant's unit was resolved in December 2016. Due to the Court Stipulation which provided that the tenant's monthly rent was \$950.00 until December 2016, no compensation for decreased housing services is granted because the issue was resolved in early December 2016.



Laundry Room

The loss of the laundry room constitutes a loss of a service that was originally provided by the owner.

The preferred method of evaluating decreased housing services is consideration of all services provided by an owner and then determining the percentage by which total services provided by the owner have decreased because of the lost housing services. Due to the Court Stipulation, compensation for decreased housing services commenced on December 1, 2016.

Based on the totality of the circumstances and considering the total bundle of housing services, the value of the decreased housing services is stated in the following table.

VALUE OF LOST SERVICES							
Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Laundry Room	12/16	1/17	\$950.00	2%	\$20.00	2	\$40.00
TOTAL LOST SERVICES							\$40.00

³ O.M.C. Section 8.22.070 (F)

Item 7

1. The rent over payment is amortized as follows:

Base Rent	\$950.00
-rent overpayments for past decreased housing service \$40.00	- 40.00
-current decreased housing service-laundry room \$20.00	- \$20.00
Rent payment for February 2017	\$890.00
Rent payment commencing March 2017	\$930.00

2. When the owner restores the laundry room he may increase the tenant's rent by \$20.00 upon proper notice in accordance with Section 827 of the California Civil Code.
3. The owner may increase the tenant's rent after six months upon service of the City's form Notice of the existence of the Rent Adjustment Program and Section 827 of the California Civil Code.
4. **Right to Appeal:** This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Date: January 25, 2017


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

Item 7

PROOF OF SERVICE

Case Number T16-0526

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

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

Tenant

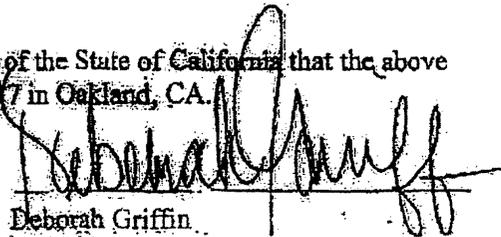
Collen Jeffers
7123 Holly St #1
Oakland, CA 94619

Owner

Pama Management
625 Oak St #102
Stockton, CA 95202

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 01, 2017 in Oakland, CA.


Deborah Griffin

MASKED

1 Ubaldo Fernandez
2 East Bay Community Law Center
3 2921 Adeline Street
4 Berkeley, CA 94703
5 Phone: (510) 548-4040
6 Fax: (510) 548-2566
7 ufernandez@ebclc.org

8 Attorney for Defendant Colleen Jeffers

9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
10 RENE C. DAVIDSON COURTHOUSE-LIMITED JURISDICTION

11 BD OPPORTUNITY 1 LP,

NO. RG 16 817 152

12 Plaintiff,

STIPULATION

13 v.

AND

14 COLLEEN JEFFERS,

COURT ORDER THEREON

15 Defendant.

16
17
18
19
20 Plaintiff BD OPPORTUNITY 1 LP, and Defendant COLLEEN JEFFERS hereby
21 stipulate and agree:

22 1. The parties to this Stipulation are Plaintiff BD OPPORTUNITY 1 LP, and Defendant
23 COLLEEN JEFFERS.

24 2. The subject premises of this case and Stipulation is 7123 Holly St. Apt. 1, Oakland,
25 CA 94621.

26 3. The rent for the subject premises is \$950 per month and is due each month on or before
27 the 5th of the month.
28

- 4 -

1 4. Within 5 days of email transmission of this stipulation signed by Defendant to
2 Plaintiff's counsel, Plaintiff shall send to Defendant c/o Ubaldo Fernandez at East Bay
3 Community Law Center, 2921 Adeline Street, Berkley CA, 94703 a copy of this stipulation
4 signed by Plaintiff and counsel for Plaintiff.

5 5. Plaintiff waives all claims to any rent they may be owed up to July 31, 2016. Rent for
6 all months prior to and including July, 2016 is deemed paid or waived.

7 6. Plaintiff shall provide receipts for all rent payments made for the duration of the
8 tenancy.

9 7. Provided Plaintiff performs the conditions of paragraph 5 and 6, above, Defendant
10 shall pay rent on or before the date it is due for the months of August 2016, September 2016,
11 October 2016, and November 2016.

12 8. Plaintiff shall dismiss this case within five days of Defendant's tendering of the final
13 payment referred to in paragraph 7, above.

14 9. The parties agree that Plaintiff shall not seek possession of the unit on the basis of
15 nonpayment of rent so long as Defendant complies with all of the terms of this Stipulation.
16 Provided Defendant performs the conditions of paragraph 7, above, Plaintiff will not file any
17 additional unlawful detainer action on the basis of nonpayment of rent before December 2016.

18 10. Defendant will be restored as a tenant in good standing upon making all payments
19 referred to in paragraph 7 of the complaint.

20 11. If Defendant fails to make a payment as required by paragraph 7, above, Plaintiff
21 shall be entitled, upon 48 hours' written notice, to be taped to the door of the subject premises,
22 and upon 48 hours' fax notice to Defendant's counsel at (510) 548-2566, to apply to the court *ex*
23 *parte* for a immediate judgment for possession of the subject premises, for a writ to immediately
24 issue thereon for possession of the subject premises, and for reasonable attorney's fees for all
25 reasonable work necessary to enforce the terms of this agreement. Such *ex parte* application by
26 Plaintiff shall notify Defendant of the date, time, and department of the Alameda County
27 Superior Court where Plaintiff shall apply for judgment. In the event that Defendant makes the
28

1 missed payment within 48 hours of its notice, Plaintiff shall not apply for judgment. Instead,
2 Plaintiff shall withdraw this application immediately.

3 11. If Plaintiff fails to fulfill its promise of paragraph 8, above, Defendant shall be
4 entitled, upon 48 hours' written notice via email to Plaintiff's counsel at
5 HGLongAtty@fastevict.com, to apply to the court *ex parte* for an immediate dismissal and for
6 judgment for reasonable attorney's fees for all reasonable work necessary to enforce the terms of
7 this agreement. Such *ex parte* application by Defendant shall notify Plaintiff of the date, time,
8 and department of the Alameda County Superior Court where Defendant shall apply for
9 judgment. Defendant agrees to proceed immediately for judgment referred to herein.

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12. The parties stipulate that this case shall remain permanently masked.

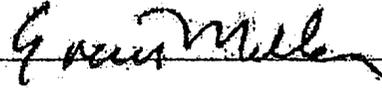
13. This document may be executed in counterparts. Facsimile signatures shall be treated as originals pursuant to California Rule of Court 2.305 and all other applicable laws.

14. This is the entire agreement.

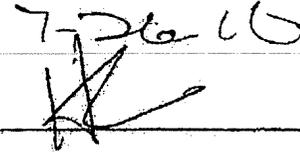
Date:

Date: 7/26/16

Colleen Jeffers
Defendant


BD Opportunity 1 LP
Plaintiff

Ubaldo Fernandez
Attorney for Defendant


H.G. Long
Attorney for Plaintiff

IT IS HEREBY ORDERED THAT THIS STIPULATION IS ACCEPTED FOR FILING AND THAT THE COURT WILL MAINTAIN JURISDICTION OVER ITS TERMS PURUSANT TO

C.C.P. SEC. 664.6.

Dated:

JUDGE OF THE ALAMEDA COUNTY
SUPERIOR COURT

THIS CASE SHALL REMAIN PERMANENTLY MASKED.

ORDER TO SHOW CAUSE SET FOR DECEMBER 5, 2016 at 9:00 AM in DEPARTEMENT 511. IF DISMISSAL OR JUDGMENT HAS BEEN ENTERED, NO APPEARANCE IS NECESSARY.

Stipulation and Court Order Thereon

Item 4

EAST BAY
COMMUNITY
LAW CENTER

July 29, 2016
Via U.S. Mail

H.G. Long
Attorney at Law
474 W. Orange Show RD
San Bernardino, CA 92408

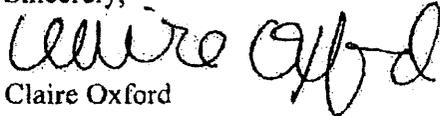
Re: *BD Opportunity 1 LP v. Jeffers*
Alameda County Superior Court case no.: RG 16 817 152
Settlement Stipulation

Dear Ms. Long:

Enclosed please find a check for \$3,800, amounting to Ms. Jeffers' rent for August 2016, September 2016, October 2016, and November 2016 at \$950 per month, as per Paragraph 3 of the settlement Stipulation. As this includes Ms. Jeffers' final payment referred to in Paragraphs 7 and 8 of the Stipulation, please dismiss this case within five days, as required by Paragraph 8.

Ms. Jeffers' next rent payment will be on or before December 5, 2016.

Sincerely,



Claire Oxford
Student Intern
Supervised by Staff Attorney Ubaldo Fernandez

Ubaldo Fernandez

From: Claire Oxford
Sent: Thursday, July 28, 2016 12:32 PM
To: HGLongAtty; FastEvict23@fastevict.com
Cc: Ubaldo Fernandez
Subject: Rent Payment for BD Opportunity 1 LP v. Jeffers (RG 16 817 152)

Ms. Long,

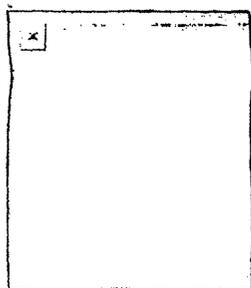
We have a client trust account for Ms. Jeffers' rent and are writing to confirm that is OK for us to send Ms. Jeffers' rent payments to your office and made out to "H.G. Long and Associates". If that is OK, I will mail a check for her rent to H.G. Long & Associates, 474 W. Orange Show RD, San Bernardino, CA 92408. If it is not OK, please advise me on where and to whom I should mail the check. Please also advise to whom the check should be made out.

If we do not hear from you by the end of the day, we will send out a check to you tomorrow.

Best,

Claire

Claire Oxford
Clinical Student
Supervised by Staff Attorney Ubaldo Fernandez
East Bay Community Law Center
2921 Adeline Street
Berkeley, CA 94703
t: 510-548-4040
e: coxford@ebclc.org



*25 Years of Justice through
Education and Advocacy*

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PAMA MANAGEMENT INC.

Item 17

4900 SANTA ANITA AVE., SUITE 2C
EL MONTE, CA 91731
(626) 575-3070
FAX (626) 575-7817
FAX (626) 575-3084
BRE # 01998265

26 August, 2019

City of Oakland Rent Adjust Program
Keith Mason
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612-2034

RE: Case No T19-0272 Jeffers v BD Opportunity 1 LP

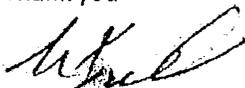
Dear Mr. Mason,

Enclosed are documents being mailed to Ms. Colleen Jeffers (tenant) for a new rent increase effective October 1, 2019. The previous rent increase, which is being petitioned by the tenant, has been rescinded.

Please inform us what needs to be done to formally rescind the rent increase being petitioned, case no T19-0272.

You may contact us at 626-575-3070 x226 or email (preferred) nevin@pamamgt.com

Thank you



Pama Management

5-

000241²³

Item 17

PAMA MANAGEMENT INC.

4900 SANTA ANITA AVE., SUITE 20
EL MONTE, CA 91731
(626) 575-3070
FAX (626) 575-7817
FAX (626) 575-3084
BRE # 01998265

26 August, 2019

Colleen Jeffers
7123 Holly St
Oakland, CA 94621

RE: New Rental Increase

Dear Ms. Jeffers:

Enclosed with this letter is a new rental increase that takes effect on October 1, 2019. The previous increase that was proposed for July 1, 2019 is rescinded. Also included is the Notice to Tenants of the Residential Rent Adjustment Program

This new increase utilizes banking for a deferred CPI limited rent increase that was not given in 2018. The city form which calculates banking titled Calculation of Deferred CPI Increases (Banking) is included. Please note, the move-in date is not relevant, the new effective date was October 1, 2017.

Approval from the City of Oakland is not needed to increase rent based on banking. A copy of this rule is included.

A representative of Pama Management should be scheduling a date to inspect your unit to assess the condition. If any repairs or maintenance items are needed, please inform the representative.

If you have any questions or inquiries, please contact us at 626-575-3070 x226 or email Nevin@pamamgt.com

Thank you



Pama Management

000242²⁴

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on _____ (Date) _____ (Tenant's signature)

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

CIUDAD DE OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Departamento de Desarrollo Comunitario y Vivienda
Programa de Ajustes en el Alquiler

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

AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler...
A partir del 1° de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler...
Cómo disputar un aumento en el alquiler: Puede presentar una petición ante el RAP para disputar aumentos ilícitos...
Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición...
Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo...
Oakland cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año...
Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo...
El propietario ___ tiene ___ no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones...

Handwritten mark

Item 17

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en la Vivienda _____, la vivienda que usted pretende alquilar.
- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas 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.

Jeffers Timeline

Tenant Complaint Date	Item Repair Date	Item (RAP = City of Oakland Rent Adjustment Program / Tenant = Colleen Jeffers)	Relevant Files	
	05/22/2016	Repaired damaged drywall, baseboards, bathroom door. Applied mildew treatment. Replace toilet, kitchen faucet, kitchen range hood, new bathroom ceiling fan, wall furnace thermostat, and P trap piping for kitchen sink. New paint and baseboards.	2016-05-22 Unit Repairs.pdf	Item 1
	05/31/2016	Roach treatment to all six units	2016-05-31 Pest Control.pdf	Item 2
	07/26/2016	Stipulation filed, See ledger card for proof of rent credited, Unlawful detainer RD16817152	2016-07-26 Stipulation, 2020-12-22 ledger card	Item 3
	07/29/2016	Payment proof for the adjusted rent	2016-07-29 Confirmation of Rent Payment per Stipulation	Item 4
	10/14/2016	Violation for unpermitted windows and broken windows, rodent infestation, and hole in wall. Violation was appealed and re-inspected (according to page 10 of document) on 12/5/16.	2016-10-14 Violation and Appeal.pdf 2016-10-14 Violation and Appeal (2).pdf	Item 5
	11/02/2016	Rodent and pest control service to all units	2016-11-02 Pest Control.pdf	Item 6
	01/04/2017	Housing and Community Development Dept, Rent Adjustment Program Hearing Decision	2017-07-04 T16-0526 Hearing Decision	Item 7
	10/11/2017	Periodic pest and rodent treatment	2017-10-11 Pest Control.pdf	Item 8
	11/08/2018	Bought 3 sets of blinds, installed 3 blinds, installed 3 smoke/CO detectors, installed bulbs, replaced 4 door knobs, cleaned trash (in Spanish)	2018-11-8 Unit Maintenance.pdf	Item 9
	11/30/2018	All units had their smoke/CO detectors inspected (in Spanish)	2018-11-30 Inspect Detectors.pdf	Item 10
	02/14/2019	Pest Control/fumigation	2019-02-14 Pest Control.pdf	Item 11
03/10/2019	03/12/2019	Broke concrete and inspected gas lines for apartment building (in Spanish)	2019-03-12 Gas Line Inspection.pdf	Item 12
	03/15/2019	Pest Control	2019-03-15 Pest Control.pdf	Item 13
03/10/2019	03/21/2019	Replaced gas lines/pipes, earthquake shut-off valves, water heater (w/ earthquake straps, shut-off valve, tap line, and supply lines), and venting for water heaters. Supervisor stated the downtime for the gas was 7 days, but if the tenant stated they reported the issues on 3/10/19 and the referenced report shows 3/21/19, it would be 12 days.	2019-03-21 Gas Line Repair.pdf	Item 14
03/25/2019		City violation was issued for broken window, wall above entry door has water intrusion damage, front security door is damaged, and bathroom ceiling fan is not working properly. City records show it was abated We are missing the document(s) that show when this was corrected	City Violation Summary.pdf 2019-03-25 Violation.pdf	Item 15
	06/12/2019	Pest control services to all units	2019-06-12 Pest Control.pdf	Item 16
	08/26/2019	Letter mailed to RAP and tenant stating the rent increases effective 4/1/19 and 7/1/19 have been rescinded. Letter included RAP notices and banking calculations. No proof of signatures on application form due to PDF file conversion and signing after scanning (technical error). The rent increase effective 10/1/19 would be relevant to case T19-0455. T19-0272 and T19-0325 have had their rent increases rescinded, and that was communicated to RAP	October Rent Banking & Letter to RAP.pdf RE Case T19-0455.msg	Item 17

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	09/06/2019	Pest control services to unit. Cabinets, walls, and ceiling painting - two layers. All of tenant's belongings were covered as to not damage them. Covered all holes in the walls (in Spanish). It was noted verbally by supervisor and contractor that it has been very difficult to gain entrance to the unit to perform follow up work due to tenant not present, denial of entry, and apartment being messy with trash and belongings in the way	2019-09-06 Pest Control & Painting.pdf	Item 18
	<10/02/2019	Spoke to tenant about rescinding 4/1/19 and 7/1/19 rent increases. Also confirmed verbally with tenant, twice, if any outstanding maintenance items remained - tenant confirmed nothing was outstanding		Item 19
	03/12/2020	New window	2020-03-12 Window.pdf	Item 20
	03/13/2020	Installed new building address numbers, new fence wood, picked up trash, change some door knobs	2020-03-13 Property Maintenance.pdf	Item 21
<6/30/2020	<6/30/2020	Unclogged the tub drain	2020-June Plumbing.pdf	Item 22
	07/13/2020	Fumigation of unit. A thorough and complete fumigation was not possible since tenant left trash and belongings throughout apartment	2020-07-13 Unit not cleaned for fumigation (2).mp4 2020-07-13 Unit not cleaned for fumigation.mp4	Item 23
	08/11/2020	Two new windows	2020-08-11 Window.pdf	Item 24

CITY OF OAKLAND



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

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T19-0272, Jeffers v. BD Opportunity 1, LP
T19-0325, Jeffers v. BD Opportunity 1, LP ✓

PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019

DATE OF SUBMISSION: November 21, 2019

DATE OF DECISION: January 21, 2020

APPEARANCES: Colleen Jeffers, Tenant
Xavier Johnson, Tenant Representative
Christina Micciche, Owner Representative

SUMMARY OF DECISION

The Tenant's petition is granted.

INTRODUCTION

The tenant filed the petition, T19-0325, on June 24, 2019, which contests a rent increase effective July 1, 2019, raising the rent from \$951.39 to \$1,018.16, and a rent increase effective April 1, 2019, raising the rent from \$951.39 to \$1,046.00 on the following grounds:

- The CPI¹ was calculated incorrectly;

¹ Consumer Price Index

- 7 -

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- The increase exceeds the CPI Adjustment and is greater than 10%;
- The rent increase was not approved and exceeded the banked increase;*
- No Notice to Tenants of the Residential Rent Adjustment Program Notice (RAP Notice) at Inception or 6 Months Prior; and
- Rent Increase Violates State Law.

The petition also alleges decreased housing services and indicates that she has never received a RAP Notice.

The tenant filed the petition, T19-0272, on April 29, 2019, which contests a rent increase effective April 1, 2019, raising the rent from \$951.39 to \$1,046.00 and a rent increase effective October 1, 2017, raising the rent from \$930.00 to \$951.39, on the following grounds:

- The CPI was calculated incorrectly;
- The increase exceeds the CPI Adjustment and is greater than 10%;
- The rent increase was not approved and exceeded the banked increase;
- No RAP Notice at Inception or 6 Months Prior; and
- Rent Increase Violates State Law.

The petition also alleges decreased housing services and indicates that she has never received a RAP Notice.

The owner only filed a timely response to the tenant petition in T19-0272. The owner did not file an Owner Response to the tenant petition in T19-0325.

ISSUE(S) PRESENTED

1. When, if ever, was the tenant given the RAP Notice?
2. What is the allowable rent?
3. Has the tenant suffered decreased housing services?
4. If so, what, if any, restitution is owed to the tenant, and how does that impact the rent?

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EVIDENCE

Rental History

The subject unit was rented by the tenant in February 2013, at an initial rate of \$950.00, per month. The tenant testified that she did not receive a RAP Notice at the inception of her tenancy. She also testified that she did file a petition with the Rent Adjustment Program, previously.² After receiving the decision in the prior case, the tenant paid \$930.00, pursuant to the decision. The tenant has not received any rent increase notices from the owner, indicating that the conditions have been restored.

The tenant testified she received the following Notices of Rent Increase:³

- \$930.00 to \$951.39, effective October 1, 2017;
- \$951.39 to \$1,046.00, effective April 1, 2019;
- \$951.39 to \$1018.16, effective July 1, 2019; and
- \$951.39 to \$1018.16, effective October 1, 2019.

separate affid

The tenant testified that she is currently paying \$1,018.16 and has done that for two months. The tenant testified that she also paid \$1051.39 per month for rent as well. The tenant testified that while she could not remember exactly what months she paid what amount, she did have receipts for some of her rent payments.⁴ The rent receipts indicate that the tenant made the following rent payments:

Date of Receipt	Amount of Receipt
02/2/17	\$ 950.00
04/03/17	\$ 930.00
07/02/17	\$ 930.00
10/02/17	\$ 930.00
	\$ 951.50
06/24/18	\$ 951.39
11/29/18	\$ 951.56
12/23/18	\$ 951.56
02/23/19	\$ 951.56

² T16-0526, Jeffers v. Pama Management.

³ Exhibit A. This Exhibit, and all other Exhibits to which reference is made in this Decision, were admitted into evidence without objection.

⁴ Exhibit B.

been addressed since the leak. The tenant further testified that a couple of months ago, the property owner sent someone out who painted the kitchen cabinets. The tenant testified the cabinets were painted without cleaning and that as a result, some of the cabinets are different colors. She admitted that she's reluctant to have guests because of the condition of the cabinets. She also testified that she is still getting leaks as recently as a few days before the hearing. She reported a few days before the hearing that she went to retrieve something in the cabinet, and it was wet. She reported this instance to Rosie, the agent of the owner. X →

New York

Windows

The tenant testified that the front-facing windows are not properly sealed and that they let in car exhaust and cold air. The tenant testified that she first noticed the windows were letting in exhaust in early 2017. She notified the previous property management company. The tenant testified that the owner changed all the windows, except for hers. As a result, she has difficulty breathing. X →

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The Notice of Violation, dated March 26, 2019, includes a violation for the front bedroom window, next to the parking lot.⁹ X →

Infestation

The tenant testified she noticed the roach infestation and reported the condition. She reported that the property owner had someone coming out spraying, but that they only spray one unit. She has not noticed a decrease in the infestation. Additionally, there is a rodent infestation. She was unable to recall the number of mice she has seen in the unit. The tenant testified that she sees a mouse almost every other day.

The subject unit was inspected by the Alameda County Health Care Services Agency, Vector Control Services District. The Request for Services, dated October 4, 2019, indicates that the inspection revealed signs of cockroaches as well as mice droppings.¹⁰ X

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⁹ Exhibit D.
¹⁰ Exhibit E.

Rebuttal testimony

The owner's representative offered rebuttal testimony. She testified that she did not know the amount of rent the tenant was paying. She testified that she is a supervisor at the property management company and that the subject unit is not under her supervision, nor is the person who supervises the building. The owner representative indicated that the property she supervises is in Stockton, CA, but that it is not rent-controlled. Furthermore, she testified that she does not supervise any properties subject to a rent ordinance.

The owner representative testified that she was not aware of any of the conditions alleged by the tenant in her petition.

The owner's representative was asked to attend the Hearing, based upon her proximity to the Hearing location. She was initially relocated to supervise the Stockton properties, for three months, but has been there for six months. The owner representative did not have the opportunity to do a site visit of the subject unit. She testified that she had never been to the subject property.

The representative found out about the Hearing, from her boss, DJ, the day before the Hearing. She received documents that had been scanned to her from Nevin, in the legal department. She does not participate in the process or know what the process is to respond to a tenant's petition, and their corporate office handles that.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?

The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy¹¹ and, together with any notice of rent increase or change in the terms of a tenancy.¹²

The Hearing Decision issued in the prior petition, T16-0526, was issued on January 25, 2017, and was not appealed. The Hearing Decision is final. Official notice is taken of T16-0526. The Hearing Decision set the base rent at \$950.00, less ongoing decreased housing services in the amount of \$20.00. The decision

(Handwritten note: why # 20 p 02 water)

¹¹ O.M.C. § 8.22.060(A)

¹² O.M.C. § 8.22.070(H)(1)(A)

03/29/19	\$ 49.00
07/21/19	\$ 951.39
	\$1,000.00
09/28/19	\$1,000.00
09/28/19	\$ 18.16

The tenant testified that she has some rent receipts for rental payments; however, she indicated that she did not have every single receipt.⁵

Decreased Housing Services

March 2016 fixed dates ✓

Water Leaks

The tenant testified that there was a plumbing leak from the upstairs unit into the bathroom in her unit, in October 2016. The tenant testified that she called the property owner when she noticed the leak. She testified that the leak was resolved in two days but that nothing had been done to address the mold and water seepage issues.⁶

A Notice of Violation, dated March 26, 2019, was issued for the subject unit. The subject unit was cited for a violation for water intrusion damage over the front door.⁷

Gas Shutoff

The tenant testified that there was an extended gas shut off that resulted in no heat and hot water; additionally, she was unable to use the stove or oven.⁸ She testified that she took a picture of the PG&E shutoff notice and sent it via text on March 10, 2019, and that the gas was off for approximately three weeks. *10 day*

Kitchen cabinets and walls

The tenant testified that the cabinet and walls were damaged from the water leak in 2016. The tenant testified that the kitchen cabinets, walls, and baseboards have not

⁵ The parties were allotted additional time to provide documentation regarding rent paid. The respondent was given seven days to provide a rent ledger. The petitioner was given until November 14, 2019, to review and respond. The matter was to be submitted for decision by November 21, 2019.

⁶ Exhibit G.

⁷ Exhibit D.

⁸ Exhibit C.

also found that the tenant had not been served with the RAP Notice. Further, the testimony that she has not received a RAP Notice was undisputed. Accordingly, the tenant was not given written notice of the RAP Program.

What is the allowable rent?

The Rent Adjustment Ordinance requires an owner to serve a RAP Notice at the start of a tenancy¹³ and together with any notice of rent increase or change in any term of the tenancy.¹⁴ An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.¹⁵

Again, Official notice is taken of T16-0526. The Hearing Decision set the base rent at \$950.00, less ongoing decreased housing services in the amount of \$20.00.

The tenant's testimony that she never received a notice indicating that the conditions were restored is undisputed. Moreover, the evidence supports the tenant's undisputed testimony that she did not receive a RAP Notice with the Notices of Rent Increase. Accordingly, the rent increases are invalid, and the tenant's base rent remains \$950.00, less ongoing decreased housing services in the amount of \$20.00, or \$930.00.

Has the tenant suffered decreased housing services?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹⁶ and may be corrected by a rent adjustment.¹⁷ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code, which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days of whichever is later: (1) the date

¹³ O.M.C. Section 8.22.060(A)

¹⁴ O.M.C. Section 8.22.070(H)(1)(A)

¹⁵ O.M.C. Section 8.22.060(C)

¹⁶ O.M.C. § 8.22.070(F)

¹⁷ O.M.C. § 8.22.110(E)

the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the RAP Notice.

However, where the RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.¹⁸ Since the evidence established that the tenant did not receive the RAP notice, the tenant is entitled to restitution for up to three years.

For a tenant's claim for decreased housing services to be granted, an owner must have notice of a problem and a reasonable opportunity to make needed repairs.

Water Leaks

The evidence of the water leaking in the subject unit is undisputed. Moreover, the evidence of water intrusion damages was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from October 2016, until the violation is abated. X

Gas Shutoff

The evidence of the gas shut off to the subject unit is uncontradicted. Thus, the tenant is entitled to a 50% rent credit for March 2019. X 10 d

Kitchen cabinets and walls

The evidence of the damage to the kitchen cabinets and walls in the subject unit is uncontested. Moreover, the evidence of water intrusion damages was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from October 2016, until the violation is abated. X

Windows

The evidence of the windows needing repair in the subject unit is undisputed. Moreover, the window damage was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 5% rent credit from January 2017 until the violation is abated. X

¹⁸ Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

Infestation

The evidence of the infestation in the subject unit is uncontradicted. Moreover, the evidence of infestation was noted by Vector Control, indicating a condition that affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 10% rent credit from October 2016, until the violation is abated. ✓

What, if any, restitution is owed to the tenant, and how does that impact the rent?

As indicated above, the legal rent for the unit is \$930.00 per month. The evidence establishes that the tenant paid \$951.39 from October 1, 2017, until September 30, 2019. Further, the evidence establishes that from October 1, 2019, the tenant began paying \$1018.16. Accordingly, the tenant is entitled to restitution for the overpayments of rent in the amount of \$954.31.¹⁹ 6570

Service Lost	From	To	Rent	% Rent	Decrease	No.	Overpaid
					Decrease /month	Months	
Water Leaks	1-Oct-16	28-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Gas Shutoff	1-Mar-19	31-Mar-19	\$ 930.00	50%	\$ 465.00	1	\$ 465.00
Kitchen cabinets and walls	1-Oct-16	29-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Windows	1-Jan-17	29-Feb-20	\$ 930.00	5%	\$ 46.50	38	\$ 1,767.00
Infestation	1-Oct-16	29-Feb-20	\$ 930.00	10%	\$ 93.00	41	\$ 3,813.00
TOTAL LOST SERVICES:							\$ 25,110.00
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Oct-17	30-Sep-19	\$951.39	\$930	\$ 21.39	24	\$ 513.36
	1-Oct-19	28-Feb-20	\$1,018.19	\$930	\$ 88.19	5	\$ 440.95
TOTAL OVERPAID RENT:							\$ 954.31

The chart above indicates restitution for decreased housing services valued at \$25,110.00. The tenant is also entitled to restitution of overpaid rent in the amount of \$954.31.

//

//

¹⁹ This total assumes that the tenant continued to pay \$1018.16 through February 2020. If that is not the case the numbers should be adjusted by the parties, with jurisdiction reserved.

Restitution is usually awarded over 12 months, but when the tenant is owed 58971% of the monthly rent, it is proper to extend the restitution period to 96 months.²⁰ Amortized over 96 months, the restitution amount is \$271.50 per month.

Therefore, the tenant's monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$658.50. From March 2020 through December 2025, the rent will be \$658.50, less the deduction for ongoing decreased housing services.

ORDER

1. Petitions T19-0272 and T19-0325 are granted.
2. The base rent for the subject unit is \$950.00 per month before deductions for decreased housing services.
3. The total overpayment by the tenant is \$25,110.00 for past decreased housing services and \$954.31 for overpaid rent, for a total overpayment of \$26,064.31.
4. Due to ongoing conditions, the tenant is entitled to an ongoing decrease in rent in the amount of 65%, in addition to the previously awarded ongoing decrease in housing services.
5. The tenant's rent is stated below as follows:

Base rent	\$ 950.00
Less restitution	\$ 271.50
Less ongoing decreased services ²¹	\$ 624.50
Net Rent on March 1, 2020	\$ 54.00

6. The tenant's rent for March 2020, through February 2028, is \$54.00. The rent will revert to the current legal rent of \$930.00 in March 2028.
7. Once the evidence of water intrusion damages, including the kitchen cabinets and walls, as noted in the Notice of Violation, is repaired and after further

²⁰ Regulations, §8.22.110(F).

²¹ This includes the amount previously awarded in T16-0526.

City inspection noting the violation is abated and upon proper notice in accordance with Section 827 of the California Civil Code, the rent can be increased by 50% * (\$465.00).

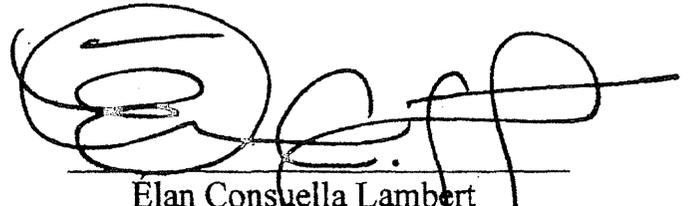
8. Once the windows, as noted in the Notice of Violation, are repaired and after further City inspection, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 5% (\$46.50).>

9. Once the infestation is noted to be abated after further inspection by Vector Control, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 10% (\$93.00). ✓ *Je JN*

10. If the owner wishes to, they can repay the restitution owed to the tenant at any time. If they do so, the monthly decrease for restitution ends at the time the tenant is provided restitution.

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

Dated: January 21, 2020


Elan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0272; T19-0325

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

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

Documents Included
Hearing Decision

Manager
Nevin Iwatsuru, Pama Management
~~4900 Santa Anita Avenue Suite 2C~~
El Monte, CA 91731

Owner
BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Tenant
Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 23, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000225
000259

41

CHRONOLOGICAL CASE REPORT

Case No.: T21-0088

Case Name: Lerer v. Addleman

Property Address: 268 Euclid Avenue, Unit 6, Oakland, CA 94610

Parties: Barbara Addleman (Owner)
Drew Lerer (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	June 01, 2021
Owner Response filed	June 28, 2021
Administrative Decision Mailed	August 16, 2021
Owner Appeal filed	August 24, 2021



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

TR1-0088 EL

TENANT PETITION

RECEIVED

JUL 1 2021

RENT ADJUSTMENT PROGRAM
 OAKLAND

8/3

Property Address: 268 EUCLID AV
Case: Petition: 13773
Date Filed: 06-01-2021

Parties

Party	Name	Address	Mailing Address	
Owner	Barbara Addleman	225 Carmel Avenue Piedmont, CA 94611	225 Carmel Avenue Piedmont, 94611	(510) 414-0673 addleman@pacbell.net
Tenant	Drew Lerer	270 Euclid Avenue Oakland 6 Oakland, CA 94610		(510) 292-9004 drewlerer@gmail.com

Number of units on the property 7

Type of unit you rent Apartment, Room or Live-work

Are you current on your rent? Yes

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

Grounds for Petition

For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. I (We) contest one or more rent increases on one or more of the following grounds:

I received a rent increase above the allowable amount.

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").

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. (Check this box for petitions based on bad conditions/failure to repair.)

Rental History

Date you moved into the Unit	11/1/2021
Initial Rent	\$ 1,500.00 /month
Current Rent	\$ 1,650.00 /month
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	No
List the case numbers of any relevant prior Rent Adjustment case(s):	

List all rent increases that you want to challenge.

Date you received the notice	Date increase goes into effect	Monthly rent increase From	Monthly rent increase To	Are you Contesting this Increase in this Petition? *	Did You Receive a Rent Program Notice With the Notice Of Increase?
05-01-2021	06-01-2021	\$ 1,636.00	\$ 1,701.00	No	No

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

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

Description of Decreased or Inadequate Housing Services

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

Loss of Service

Date Loss Began 06-01-2021

Date Owner Was Notified of Loss

Estimated Loss

Reduced Service Description Raising parking fee from \$50 to \$115 (see unlawful rent increase). Was informed by tenant attorney that this is unlawful due to the fact that I pay for all services of the unit with one payment.

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. No

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

Proof of Service Confirmation

TENANT PETITION

I declare under penalty of perjury under the laws of the State of California that on 06-02-2021 I, **Drew Lerer**, served a copy of the below document(s), and all attached pages, to each opposing party, whose names and addresses are listed below, by United States mail..

Names of Served Document(s)

Tenant Petition

Addressee(s) Information

Addressee: Barbara Addleman
225 Carmel Avenue
Piedmont CA 94611

Drew Lerer

06-02-2021



06-02-2021

SIGNATURE OF PETITIONER OR
DESIGNATED REPRESENTATIVE

DATE:

City of Oakland

000265

RECEIVED

JUN 28 2021

**RENT ADJUSTMENT PROGRAM
OAKLAND**

Enclosed is my completed response to Tenant Petition #13773
Filed 06/01/2021 by Drew Lerer
Case # T21-008

**Please disregard a partial online response was automatically submitted
in error.**

The following is my completed Property Owner Response to Tenant Petition

000266

RECEIVED

JUN 28 2021

RENT ADJUSTMENT PROGRAM
OAKLAND

Oakland Rent Adjustment Program
June 24, 2021

I am truly surprised to receive this Petition from my Tenant Drew Lerer, as we have always had a very cordial relationship and I would have expected him to speak to me about the Parking Fee increase before filing a formal complaint.

My apartment building has 7 units and 4 parking spaces. For this reason, the parking spaces have never been tied to the leases of the apartments. These parking spaces have always been made available to tenants on a first-come-first-serve basis when one of the spaces becomes available. Because of the tandem configuration of the parking spaces, they are shared with other tenants. Mr. Lerer moved into my building in 2015 and his lease does **not** include a parking space. Attached as #1 is a copy of his rental agreement and accompanying RAP notice. His name was on a waiting list for a parking space.

After living in the building for 4 years, Mr. Lerer's name was finally at the top of the list to be offered a parking space **for an additional fee** of \$50.00/month. Attached as #2 is an email thread from June of 2019 where I offered Mr. Lerer a parking space for the first time for the additional monthly fee, and he accepted. Following his acceptance, Mr. Lerer regularly paid the additional \$50 parking space fee and began using the parking space.

On May 1, 2021, I exercised my rights as the property owner to increase the parking fee of Mr Lerer's parking space. I gave him a 30 day notice of the parking fee increase which began June 1, 2021. Attached as #3 is a copy of this parking fee rent increase. This parking fee increase did not change or affect his rent for his rental unit in any way.

I have always considered the residential rent separate from the parking fee. Attached as #4 and #5 are copies of the rent increases and accompanying RAP notices that I have given Mr. Lerer for the residential unit. You will see that these rent increases do not include any parking fees. The current rent for the residential unit is \$1,586.00 per month, which is being increased to \$1,616.13, effective August 1, 2021 (See Attachments #4 and #5). The current **and separate** parking fee is \$115.00 per month (See Attachment #3).

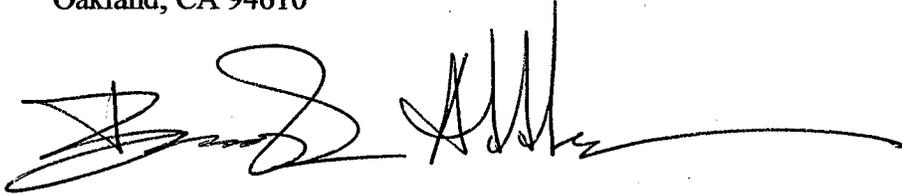
As the parking space was not included with the initial residential rental agreement, it was not a housing service. Instead, the use of the parking space was created through a separate subsequent agreement between us 4 years **after** Mr. Lerer first moved in. My increase in the parking fee is not part of the residential rent, so this increase in the parking fee is not an unlawful rent increase. The Rent Adjustment Program has long held that separate parking agreements and fees are **not** subject to the Rent Adjustment Ordinance. Attached as #6 is a copy of a prior Rent Adjustment Program decision directly on point and supporting my right to increase Mr. Lerer's parking fee without restrictions of the Rent Adjustment Ordinance.

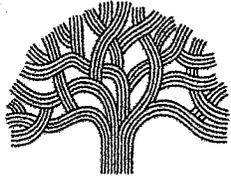
Please note that Mr. Lerer submitted his Petition to the RAP website on June 1, 2021, and has not paid the parking fee increase as of this date.

000267

Finally, I have a current Oakland business license and am current with my RAP fee (See Attachments #7 and #8 as proof of this).

Barbara Addleman
Property Owner
268 Euclid Ave
Oakland, CA 94610

A handwritten signature in black ink, appearing to read 'Barbara Addleman', with a long horizontal flourish extending to the right.



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

RECEIVED

JUN 28 2021

RENT ADJUSTMENT PROGRAM
CASE NUMBER

**PROPERTY OWNER RESPONSE
TO TENANT PETITION**

T21-0088

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.

Rental Unit Information

268 Street Number Euclid Avenue Street Name 6 Unit Number Oakland, CA 94610 Zip Code

Is there more than one street address on the parcel? Yes No If yes, list all addresses: _____

Type of unit(s) (check one): Single family home Condominium Apartment, room, or live-work
Number of units on property: _____
Date acquired property: _____

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

Tenant Information

Name of Tenant Petitioner(s): Drew Lever

Date tenant(s) moved into rental unit: 11-1-15 Initial rent amount: \$ 1500 Is/are tenant(s) current on rent? Yes No

Property Owner Information

BARBARA First Name ADDLEMAN Last Name

Company/LLC/ILP (if applicable): _____

Mailing address: 225 CARMEL AVE PIEDMONT, CA 94611

Primary Telephone: 510-414-0673 Other Telephone: _____ Email: addleman@pachbell.net

Property Owner Representative (Check one): No Representative Attorney Non-attorney

First Name Last Name Firm/Organization (if any)

Mailing Address: _____

Phone Number: _____ Email: _____

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>11-1-2015</u> . <input type="checkbox"/> I have never provided a RAP Notice. - with all rent increases <input type="checkbox"/> I do not know if a RAP Notice was ever provided. - also posted in hall

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/boarding 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:	Date rent increase went into effect:	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	
(mm/dd/yy) 06-04-2021	(mm/dd/yy) 08-01-2021	\$ 1586	\$ 1616.13	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RAP approved CPI
09-01-2018	11-01-2018	\$ 1534	\$ 1586	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RAP approved CPI
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
* 05-02-2021		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	Parking Fee Increase
		\$	\$	<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).	MR. LERER RECEIVED A 30-DAY NOTICE OF INCREASE TO HIS PARKING FEE. IT IS NOT A RENT INCREASE
(A3) A government agency has cited the unit for serious health, safety, fire, or building code violations.	

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.	PARKING SPACE IS NOT PART OF MR LERER'S LEASE AGREEMENT - PAYING PARKING FEE WITH RENT DOES NOT MAKE IT A SERVICE
(B2) Tenant(s) is/are being unlawfully charged for utilities.	

C.

Other

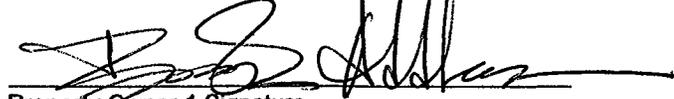
Complete this section if any of the grounds for the Tenant Petition fall under Category C on the Tenant Petition.

Tenant Petition Grounds	Owner Response
(C1) Rent was not reduced after a prior rent increase period for capital improvements.	
(C2) Owner exemption based on fraud or mistake.	
(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)).	

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 response is true and that all of the documents attached to the response are true copies of the originals.


Property Owner 1 Signature

06-23-2021
Date

Property Owner 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 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

Date

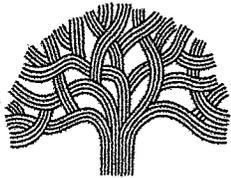
INTERPRETATION SERVICES

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 RESPONSE-



CITY OF OAKLAND

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

For Rent Adjustment Program date stamp.

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: 06/25/2021 I served a copy of (check all that apply):

- PROPERTY OWNER RESPONSE TO TENANT PETITION plus 18 attached pages (number of pages attached to Response not counting the Response form or PROOF OF SERVICE)
- 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: Personal Delivery

Name	<u>DREW LERER</u>
Address	<u>268 EUCLID AVE #6</u>
City, State, Zip	<u>OAKLAND, CA 94610</u>

U.S. Postal Service

Name	<u>CITY OF OAKLAND - RENT ADJUSTMENT PROGRAM</u>
Address	<u>250 FRANK H. OGAWA PLAZA, STE. 5313</u>
City, State, Zip	<u>OAKLAND, CA 94612-0243</u>

Response by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Response.

Via email: hearingsunit@oaklandca.gov

Mail to: City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

File online: <https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program>

In person: TEMPORARILY CLOSED
City of Oakland
Dalziel Building, 250 Frank H. Ogawa Plaza Suite
5313 Reception area
Use Rent Adjustment date-stamp to stamp your documents to verify timely delivery and place them in RAP self-service drop box.

AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 4 of the response, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

AFTER RESPONSE IS FILED

In most cases, RAP will schedule a hearing to determine whether the Tenant Petition should be granted or denied. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing will only be postponed for good cause.

FILE/DOCUMENT REVIEW

Either party may contact RAP to review the case file and/or to request copies of any documents pertaining to the case at any time prior to the scheduled hearing.

FOR MORE INFORMATION

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq.*). For more information on rent increases, including the list of the annual allowable CPI rates and calculators for certain justifications, see: <https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases>, or you can refer to the Guide on Oakland Rental Housing Law at <https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf>. You may also contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

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

BARBARA ADDLEMAN

PRINTED NAME



SIGNATURE

6-23-2021

DATE SIGNED

Lease Agreement - Oakland

Owner rents to Tenants and Tenants rent from Owner the Premises subject to the following terms and conditions.

Terms of Tenancy

Owner Barbara Addleman

Agent for Rent & Notices _____ (Name)
225 Carmel Avenue Piedmont, CA 94611 (Address)
510.414.0673 addleman@pacbell.net (Phone & Email)

Tenants Drew G. Lerer (Name) 06/03/1973 (DOB)
 _____ (Name) _____ (DOB)
 _____ (Name) _____ (DOB)
 _____ (Name) _____ (DOB)
 _____ (Name) _____ (DOB)

Premises 270 Euclid Avenue Oakland, CA 94610 #6 (Address)

Rent \$ 1,500.00 per month payable in advance on the First day of each month.

Parking Parking space assigned NA. Monthly charge \$ _____, payable with monthly rent.

Storage Storage space assigned _____. Monthly charge \$ _____, payable with monthly rent.

Rent Payments Electronic Funds Transfer (EFT) Personal check Cashier's check or money order Cash

Security Deposit \$ 1,500.00

Late Charge \$ 35.00 if Owner does not receive rent in full within 5 days after the due date.

Returned Payment \$ 35.00 in the event any check or other form of payment by Tenant is returned for lack of sufficient funds, a "stop payment" or any other reason.

Term of Tenancy The term of this Agreement is for 1 YEAR beginning on 11/1/15 and ending on 11/1/16.
 (Term) (Date) (Date)

At which time this Lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current market value of the unit, divided by 30. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Owner/Agent accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Owner/Agent of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate the tenancy by service upon the Resident of a written 30-day notice.

Pets Approved pets NO PETS

Owner's Utilities Owner pays for WATER & GARBAGE

Tenant's Utilities Tenant pays for PG&E

Appliances & Fixtures Owner provides Refridgerator, Stove

General Terms and Conditions of Tenancy

Use and Occupancy The Premises are to be occupied and used only as a private residence by Tenants, without Owner's prior written consent, subject to applicable state and local laws. Occupancy by additional persons for more than two weeks in any six-month period is prohibited without Owner's written consent. Violation of the provisions of this Section is a substantial violation of a material term of the tenancy and is a just cause for eviction.

I have reviewed this page _____ (Tenant initials)

Lease Agreement - Oakland

- Possession** If Owner is unable to deliver possession of the Premises at the beginning of the Term, Tenant will have the right to terminate this Agreement upon proper notice as required by law. Owner will not be liable for any resulting damage. If Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.
- Rent** Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.
- Late Payments** Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.
- Returned Payments** Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.
- Individual Liability** Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.
- Failure to Pay** As required by law, Tenant is notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your obligations under the terms of this Agreement.
- Security Deposit** Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within twenty-one (21) days after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check or direct bank deposit (if permitted by landlord and tenant) for any deposit balance. As of 2013, California law permits the landlord (or manager) and the tenant to mutually agree to have the security deposit returned to the former tenant by electronic funds transfer and to have the statement that itemizes the deductions along with the copies of the documents verifying the deductions to be sent to the tenant by electronic means. Agreement must be made after either party has served a notice of termination.

Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Under state and local law, no interest payments are required on security deposits.

- Subletting** Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.
In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner. No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.

- Parking** The assigned parking space is for the exclusive use of the Tenants and may be used for the parking of motor vehicles only. No vehicle longer than 20 feet may be parked in the Space. Any motor vehicle maintenance or repair performed in the Space, or any other use of the property without the prior consent of Owner, is prohibited.
Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.

I have reviewed this page _____ (Tenant initials)

DL

Lease Agreement - Oakland

- Storage** Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

- Condition of Premises** Tenant agrees to: (1) keep the Premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the Premises to Owner in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the Premises of which they become aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect.

- Appliances and Fixtures** Tenant acknowledges that all appliances, window and floor coverings, attached light fixtures, and other attached or semi-attached items are the property of Owner.

- Pets** Only Approved Pets are allowed on or about the Premises. Owner may require a photo of all Approved Pets. No other animals are allowed even temporarily or with a guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Stray animals shall not be kept or fed in or around the Building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the Building.

Approved Pets are not permitted outside Tenant's unit unless on a leash. Tenant agrees to immediately clean up any defecation in a sanitary manner. If Tenant fails to prevent any infestations of fleas, ticks, or other creatures, Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises. Tenant shall not permit the pets to cause any discomfort, annoyance, nuisance, or in any other way inconvenience any other Tenant. Any "mess" created by the Pet(s) shall immediately be cleaned up by Tenant. Tenant shall be liable to Owner, and shall defend Owner, hold Owner harmless, and indemnify Owner for all injuries, damages, expenses, losses or obligations of any kind incurred by or in connection with the pet.

- Trash** Tenant agrees to dispose of their ordinary household trash by placing it in the Waste Management containers for periodic collection. Tenant agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances and the like, by immediately hauling it to the dump themselves or by paying someone else to remove it. In the event that Tenant's trash is left outside the Premises, Owner will arrange to have it removed at Tenant's expense.

- Owner's Access** California law allows Owner to enter the Premises for certain purposes during normal business hours. Owner will provide written notice to Tenant prior to entering the Premises whenever required by state law (Civil Code Section 1954).

- Extended Absences** Tenant agrees to notify Owner in the event that Tenant will be away from the Premises for 14 consecutive days or more. During each absence, Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

- Quiet Enjoyment** Tenant will be entitled to quiet enjoyment of the Premises. Tenant and Tenant's guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

- Repairs and Alterations** Tenant will not, without Owner's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Owner with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Except as provided by law or as authorized by the prior written consent of Owner, Tenant will not make or allow to be made any installation or modification of cable or telephone wiring, decorations (such as painting and wallpapering), alterations, or repairs (inclusively, "Changes") to the Premises. Tenant agrees to pay all costs of correcting any unauthorized Changes.

- Financial Responsibility** Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Owner assumes no liability for any such loss. Owner recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the Premises.

- Water-filled Furniture** No waterbed or other item of water-filled furniture will be kept on the Premises.

- Smoke Detectors** The Premises are equipped with functioning smoke detection devices. Tenant will be responsible for testing the devices weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Tenant will not remove their batteries or otherwise disable them.

I have reviewed this page _____ (Tenant initials)

DL

Lease Agreement - Oakland

Attorney Fees In any action or legal proceeding to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to local rent control ordinances and regulations that may apply.

Megan's Law Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP code in which he or she resides.

Notices Any required notices may be delivered to Tenant at the Premises and to Owner or Agent for Rent and Notices.

Validity of Each Part If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

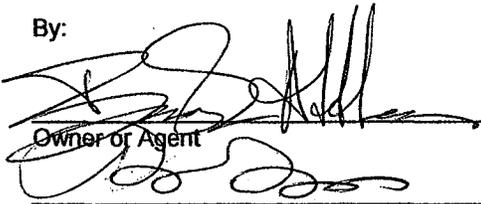
Captions and Headings The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

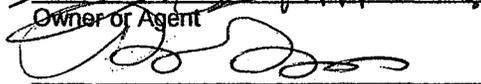
Application Any rental application or related document submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein will be considered a substantial violation of a material term of the tenancy and is a just cause for eviction.

Attachments The following attachments are incorporated as part of this Agreement:
 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
 Move-In-Move-Out Checklist

Entire Agreement This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By:

 8/27/2015
 Owner or Agent Date

 8/27/15
 Tenant Date

_____	Date	_____	Date
Tenant		Tenant	
_____	Date	_____	Date
Tenant		Tenant	
_____	Date	_____	Date
Tenant		Tenant	
_____	Date	_____	Date
Tenant		Tenant	

<u>Receipt</u>	
By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:	
Security Deposit:	\$ <u>1,500.00</u>
Rent:	\$ _____ for the period _____ to _____
Other:	\$ <u>25.00</u> for <u>Credit & Criminal Check</u>
Total received:	\$ _____ payment method _____

I have reviewed this page _____ (Tenant initials)



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. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- 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, 6th Fl., Oakland, CA 94612 or: <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 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.

TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on _____

8/27/15
 (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.

Baûn Thoâng Baùo quyeàn lôõ cuûa ngöõõí theuê trong Oakland naøy cuõng coù baèng tieáng Vieãt. Nêã coù moät baûn sao, xin goõ (510) 238-3721.

Hi Barbara,

Thank you so much for contacting me. I am doing well thanks for asking. I am happy for our 268ers but also sad to see them go. You have done an amazing job of finding lovely people to live here. It is such a nice community.

Thanks for offering me the garage space. That sounds great. I do own a little smart car and though my car fits in more parking spaces than most, it would be great to have to be able to park close as well as have additional storage space. Let me know how I should coordinate. I know that Kathryn and Nate were interested in sharing a their space with me if that is possible.

Hope you are enjoined this lovely weather.

Best,

Drew

On Thu, Jun 20, 2019 at 5:29 PM Barbara Addleman <addleman@pacbell.net> wrote:

Hiya Drew,
Hope you are doing well?

As you may have heard, David and Ling have bought a new home and so have Maria & Angelica!
Both are moving out next week.

This means you, then Karen are up for garage space if you are interested?
I don't think you own a car, but wanted to give you first refusal beofre moving on down the list!
The charge is an additional \$50.00/month

Let me know your thoughts,
Barbara
510.414.0673

P Please consider the environment before printing this email

--
Gmail mobile

--
Drew Lerer

Re: garage space?

From: Barbara Addleman (addleman@pacbell.net)

To: drewlerer@gmail.com

Date: Sunday, June 23, 2019, 12:58 PM GMT-8

Hiya Drew,

Congratulations on your wedding! Wow!

I hope that the immigration process goes smoothly for you...I know it can be long and tedious.

It would be lovely if you two stay in the building!

The 2 bedroom will be \$2700.00/month

Starting July 1 you will have the shared parking garage with Kathryn and Nathan for \$50.00/month

Let me know you interest in #1 as I will need to post the ads in the next few days.

All the best,

Barbara

P Please consider the environment before printing this email

On Friday, June 21, 2019, 07:59:57 PM PDT, Drew Lerer <drewlerer@gmail.com> wrote:

Lovely, thank you so much, Barbara! I will spread the word about the available spaces in our lovely building. I just married my overseas sweetheart from Colombia. We met at my friends wedding a few years ago and now are in the process of going through immigration so that she can come to the United States (she lives in Colombia). How much would the two bedroom apartment be to rent?

Thanks again. Have a great week and hope you are enjoying this lovely weather. The new paint in the apartment looks great BTW.

On Thu, Jun 20, 2019 at 11:46 PM Barbara Addleman <addleman@pacbell.net> wrote:

Hey Drew,

thanks for responding so quickly!

Yes, you will be sharing the space with Nathan and Kathryn! (Karen will be with Slawek!)

I will get you a set of keys by July 1.

More to come!

Barbara

PS If you know anyone looking for 1 or 2 bedroom apt, let me know!

P Please consider the environment before printing this email

On Thursday, June 20, 2019, 5:55:32 PM PDT, Drew Lerer <drewlerer@gmail.com> wrote:

**30 Day Notice
Change in Monthly Parking Fees
268 Euclid Ave., Oakland, CA 94610**

**TO: Drew Lerer
Unit #7**

Notice is hereby given that thirty (30) days after service upon you of this Notice, or **June 1, 2021**, whichever is later, your monthly payable fee for parking space is payable in advance on or before the First day of each month, **will be the sum of \$115.**

This increase is in compliance with the City of Oakland and the East Bay Rental Housing Association: "Parking fees or other terms may be changed by Owner/Agent upon thirty (30) days notice unless a shorter period is required for reasons of health and safety."

Date: May 2, 2021

Barbara Addleman
Owner

60 Day Notice of Change of Monthly Rent

TO: Drew Lerer
(Residents)

for the premises located at 268 Euclid Avenue, Oakland, CA 94610

UNIT: #6

Notice is hereby given, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or **November 1, 2018**, whichever is later, your monthly payable rent is payable in advance on or before the First day of each month, **will be the sum of \$1586.00**, instead of \$1534.00, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations.

DATE: September 1, 2018



Barbara Addleman
Owner

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 or property _____, 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)

16 December 2019 (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.

CITY OF OAKLAND



**NOTICE TO OAKLAND RESIDENTIAL TENANTS
OF NEW TENANT PROTECTION ORDINANCE**

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

The TPO prohibits actions by owners or their agents done in bad faith, such as:

- Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation or coercion
- Threaten by word or gesture with physical harm
- Fail to perform repairs and maintenance required by written contract or by State, County, or municipal housing, health or safety laws, or threatens to do so.

FILING A CLAIM OF HARASSMENT

Violations of the TPO may be enforced by civil remedies. **Claims of harassment cannot be filed with the Rent Adjustment Program.**

For information on how to file a claim of harassment in court, contact the following organization for legal advice and consultation:

Centro Legal de la Raza Clinics
250 Frank H. Ogawa Plaza, 6th Floor (Housing Assistance Center)
Oakland, CA 94612
(510) 437-1554

Legal clinics are held in the Housing Assistance Center, Mondays, Tuesdays and Wednesdays from 9:30 a.m. to 12:00 noon, on a first-come, first-served basis.

- The entire TPO can be found on Rent Adjustment Program Website at www2.oaklandnet.com.
- Copies of the Ordinance can be obtained at the Housing Assistance Center.

For more information and referrals, call (510) 238-3721.

30 Day Notice of Change of Monthly Rent

**To: Drew Lerer
Unit #6**

(Resident)

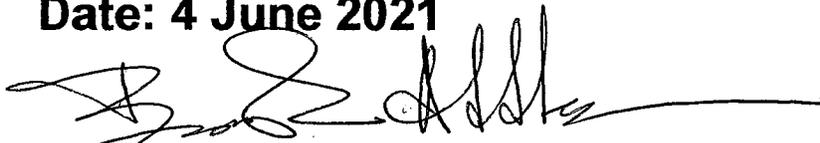
For the premises located at:
268 Euclid Avenue, Oakland, CA 94610

Notice is hereby given, in accordance with Civil Code Section 287, that thirty (30) days after service upon you of this Notice, or on **August 1, 2021**, whichever is later, your monthly rent payable in advance, on or before the First day of each month, **will be the sum of \$1,616.13**, instead of the current rent of \$1586.00

The Oakland Rent Adjustment Ordinance provides for an Allowable Annual Rent Increase based on the regional Consumer Price Index ("CPI"). A new CPI rate takes effect each July 1 and remains in effect for rent increases through June 30 of the following calendar year.

The annual CPI rate for rent increases effective July 1, 2021, through June 30, 2022, is 1.9%. The rate cannot be applied to rent increases that take effect earlier than July 1, 2021. (See attached for further RAP information)

Date: 4 June 2021



**Barbara Addleman
Owner**

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

TENANTS’ SMOKING POLICY DISCLOSURE

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

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

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

CITY OF OAKLAND



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

Community and Economic Development Agency
Rent Adjustment Program

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

Housing, Residential Rent
and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T09-0168, Yaranon v. Lantz

PROPERTY ADDRESS: 443 Lee St, #204, Oakland, California

DATE OF APPEAL HEARING: February 25, 2010

APPEARANCES: Tenant-appellant Anna Yaranon appeared and argued her own case. Landlord-appellee Edgar A. Lantz appeared and argued his own case.

Procedural Background

The tenant filed a petition that contests a rent increase which the tenant claims exceeds the Consumer Price Index (C.P.I.) adjustment, and is unjustified. A significant portion of the alleged rent increase is an increase in the fee for a parking space in the subject building.

The landlord filed a response, in which he alleges that the parking space in question is solely voluntary and is not a part of the tenant's monthly rent. The landlord contends that the only rent increase is in the amount of the current CPI Rent Adjustment.

Hearing Decision

When the tenant moved into her unit, there were no available parking spaces in the subject building. The tenant put her name on a waiting list, and a parking space became available nearly one year later. At that time, the parties agreed that the tenant would pay an additional amount for this parking space. The Hearing Decision denied the tenant petition, finding that use of the parking space

000289

was not included in the original rental agreement. Therefore, parking was not a housing service, but was a separate contract between the parties. Since the charge for the space is not part of the rent, an increase in the parking fee is not a rent increase.

Grounds for Appeal

The tenant filed an appeal which contends that the Hearing Decision was incorrect because she was told at the start of her tenancy that she would pay an additional \$20 per month for a parking space when a space became available. Therefore, parking was always a part of her housing services and an increase in the parking charge is a rent increase. The landlord denies that there was such an agreement. Rather, tenants are told that parking is available on a "first come, first served" basis, and that the rate is set when tenant reaches the top of the waiting list, is offered a parking space, and accepts the space.

Appeal Decision

The Board heard and considered the issue of whether the parking space was a housing service, as defined by the Rent Adjustment Ordinance, and affirms the Hearing Decision.

Action taken by the following vote:

Ayes: M. Bowje, A. Flatt, S. Sanger, B. Scott
Nay: J. Edouard, G. Mayer
Abstain: None

NOTICE TO PARTIES

Pursuant to Ordinance No(s). 9510 C.M.S. of 1977 and 10449 C.M.S. of 1984, modified in Article 5 of Chapter 1 of the Municipal Code, the City of Oakland has adopted the ninety (90) day statute of limitations period of Code of Civil Procedure, Section 1094.6.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE NINETY (90) DAYS FROM THE DATE OF MAILING OF THIS DECISION WITHIN WHICH TO SEEK JUDICIAL REVIEW OF THE DECISION OF THIS BOARD IN YOUR CASE.


BARBARA KONG-BROWN
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD DESIGNEE


Date.

PROOF OF SERVICE

Case Number T09-0168

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.

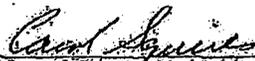
Today, I served the attached Appeal Decision by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Edgar A. Lantz
5339 Broadway #400
Oakland, CA 94618

Ajina Yaranon
443 Lee St. #204
Oakland, CA 94610

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 Friday, March 26, 2010, in Oakland, California.



Carol Squires
Oakland Rent Adjustment Program

Attachment #7

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

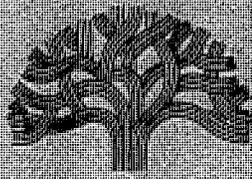
ACCOUNT
NUMBER
00105633

DBA
ADDLEMAN BARBARA A TR

BUSINESS LOCATION
270 EUCLID AVE
OAKLAND, CA 94610-3125

BUSINESS TYPE
M Rental - Apartment

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 204130(a) of the O.M.C. you are allowed a renewal grace period until March 31st the following year.



EXPIRATION DATE
12/31/2021
Starting January 1, 2021 Assembly Bill 1017 requires the provision of gender-based discrimination of housing accommodations. A full portion is available in English or other languages going to <http://www.dca.ca.gov/publicaffairs>



BARBARA ADDLEMAN
225 CARMEL AVE
PIEDMONT, CA 94611-4009

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!



CITY OF OAKLAND

Revenue Division - Business Tax Section
 250 Frank H. Ogawa Plaza, #1320
 Oakland, CA 94612
 (510) 238-3704 TDD (510) 238-3254
www.oaklandnet.com

Acknowledgement of Payment Received

Date: January 29, 2021

The City of Oakland acknowledges receipt of the following payment on the date printed above.

This payment will be tendered against the following account(s)

Account #: 00105631
 Account Name: ADDLEMAN BARBARA A TR
 Account Address: 225 CARMEL AVE PIEDMONT, CA 94611-4009
 Account Paid: M - RESIDENTIAL RENTAL PROPERTY
 Business Address: 270 EUCLID AVE OAKLAND, CA 94610-3126

Please keep this acknowledgement for your records. Thank you.

Payment received by: MD

2021	
Business Tax	
<i>Credit Card</i>	\$1,953.00
BT Recordation and Tech	
<i>Credit Card</i>	\$3.00
BT SB1186 (AB1379)	
<i>Credit Card</i>	\$4.00
RAP Rent Adjustment Program (M)	
<i>Credit Card</i>	\$707.00
Total	\$2,667.00





Housing and Community Development Department
Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBER T21-0088
CASE NAME: Lerer v. Addleman
PROPERTY ADDRESS: 270 Euclid Avenue, Unit 6
Oakland, CA
PARTIES: Drew Lerer, Tenant
Barbara Addleman, Owner

SUMMARY OF DECISION

The Tenant’s petition is granted.

INTRODUCTION

Reason for Administrative decision: An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing, and there are no material facts in dispute. Therefore, an administrative decision, without a hearing, is being issued.

BACKGROUND

On June 1, 2021, the Tenant filed the petition herein alleging that the rent increase exceeds the allowable amount and is unlawful because there was no proper notice, the notice was not properly served, and/or that the RAP Notice (Notice to Tenants

of the Residential Rent Adjustment Program) was not provided with the rent increase.

The Owner filed a timely response. The response acknowledged that the Tenant was provided the RAP Notice at the inception of his tenancy in 2015 and with every rent increase.

The Owner acknowledged that the Tenant did not receive parking at the inception of his tenancy and was initially offered parking in 2019 at the rate of \$50.00 per month.

The Owner's response indicated that she had provided notice on May 1, 2021, to increase the Tenant's parking from \$50.00 to \$115.00, per month effective June 1, 2021. The Owner also indicated that the Tenant had been issued a Notice of Increase, increasing the rent from \$1,568.00 to \$1,616.13, effective August 1, 2021.

RATIONALE FOR ADMINISTRATIVE DECISION

The Rent Ordinance¹ defines "rent" as "the total consideration charged or received by an Owner in exchange for the use or occupancy of a Covered Unit **including all Housing Services provided to the tenant.**" (emphasis added).

It is undisputed that the total consideration charged or received by an Owner in exchange for the use of the subject unit in May 2021 was \$1,618.00 and included parking. Accordingly, the Tenant's rent in May 2021 was \$1,618.00.

The Owner admitted that she served a Notice of Rent Increase, with an effective date of June 1, 2021, indicating the total consideration charged the Owner was going to be increased from \$1,618.00 to \$1,683.00, or \$65.00. It is uncontested that a rent increase of \$65.00 exceeds the applicable CPI Rent Adjustment of 2.7%, or \$43.69. Further, the rent increase has an effective date of June 1, 2021, which falls during the Local Emergency.² Therefore, the rent increase is void and unenforceable as a matter of law.

¹ O.M.C. Section 8.22.020.

² Ordinance No. 13589 CMS, effective March 27, 2020.

The Rent Ordinance³ also states that for notices for rent increases based on the CPI rent adjustment or banking that “an Owner must include: (a) The amount of the CPI Rent Adjustment; and (b) The amount of any Banking increase.”⁴

Effective July 1, 2021, the CPI rent adjustment is 1.9%. Thus, effective Jul 1, 2021, the Owner is entitled to raise the Tenant’s rent in the maximum amount of \$30.74.

Neither notices of rent increase provided by the Owner specify the dollar amount of the increase and its corresponding percentage amount. Therefore, both notices are also invalid on this basis. Additionally, the notice incorrectly states the Tenant’s current rent as \$1,568.00 instead of \$1,618.00, including parking. The Tenant’s rent remains \$1,618.00.

ORDER

1. Petition T21-0088 is granted.
2. The Hearing scheduled for August 23, 2021, is canceled.

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 fifteen (15) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.



Dated: August 9, 2021

Élan Consuella Lambert
Hearing Officer

³ O.M.C. Section 8.22.070

⁴ In T18-0226, Baragano v. Discovery Investments, it was held this requires stating the dollar amount of the increase, as well as the percentage.

Rent Adjustment Program

PROOF OF SERVICE BY ELECTRONIC MAIL

Case T21-0088

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.

Today, I electronically served the following:

Administrative Decision

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

Barbara Addleman: addleman@pacbell.net

Drew Lerer: drewlerer@gmail.com

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

Date: August 16, 2021

Brittini Lothlen

Brittini Lothlen

Administrative Assistant

Oakland Rent Adjustment Program

 CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 20 Frank O'Connell Plaza, Oakland, CA 94612 (510) 231-3211	City of Oakland Case Number: T21-0088
	<u>APPEAL</u>

Appellant's Name Barbara Addleman		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 270 Euclid Avenue, Unit 6, Oakland, CA 94610			
Appellant's Mailing Address (For receipt of notices) 225 Carmel Avenue, Piedmont, CA 94610		Case Number T21-0088	
		Date of Decision appealed August 9, 2021	
Name of Representative (if any) Fried & Williams LLP Steven C. Williams		Representative's Mailing Address (For notices) 1901 Harrison Street, 13th Floor Oakland, CA 94612	

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.

IMPORTANT INFORMATION:

Annual Report by the Board of Directors, 2019 Frank O'Connell Plaza, Suite 313, Oakland, California 94612, on January 10, 2020 at 10:00 PM on any calendar day after the date of the annual meeting and before the date of the annual meeting. If the annual meeting is held on a day other than the day specified above, the annual report will be made available on the day of the annual meeting.

- Annual Report will be made available on the day of the annual meeting.
- If the annual meeting is held on a day other than the day specified above, the annual report will be made available on the day of the annual meeting.
- Any request for the annual report by the Board of Directors by the Board of Directors, 2019 Frank O'Connell Plaza, Suite 313, Oakland, California 94612, on any calendar day after the date of the annual meeting and before the date of the annual meeting.
- Board will not be held on a day other than the day specified above, the annual report will be made available on the day of the annual meeting.
- Board will not be held on a day other than the day specified above, the annual report will be made available on the day of the annual meeting.
- If the annual meeting is held on a day other than the day specified above, the annual report will be made available on the day of the annual meeting.
- If the annual meeting is held on a day other than the day specified above, the annual report will be made available on the day of the annual meeting.

For more information phone (510) 238-3721.

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original agreement did not include parking. A parking space became
available nearly a year after the tenant moved in and, at that time, the
parties agreed that the tenant would pay an additional charge of \$20 for
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find that the parking space was the subject of a separate contract
between the parties, and the charge for this space is not part of the rent...

...

The charge for use of a parking space is not part of the rent, and the
Rent Adjustment Program has no jurisdiction to decide any question
regarding the use of, or charge for, this space.

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CITY OF OAKLAND



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

Community and Economic Development Agency
Rent Adjustment Program

(510) 238-3721
FAX (510) 238-3691
TDD (510) 238-3254

HEARING DECISION

CASE NUMBER: T08-0146, Garbe v. Kumana
T08-0151, Lloyd, et al. v. Kumana
T08-0158, Hebald v. Kumana
T08-0159, Vigil v. Kumana
T08-0160, Rodgers v. Kumana
T08-0161, Bressemer v. Kumana
T08-0162, Baker v. Raymond Apartments
T08-0167, Churchill v. Kumana
T08-0168, Chaisson v. Kumana
T08-0170, Pearlman v. Kumana
T08-0171, Cundiff v. Kumana
T08-0172, Gunderson v. Kumana
T08-0173, Ye v. Kumana
T08-0174, Jarosz v. Kumana
T08-0175, White v. Kumana
T08-0181, Kelly v. Kumana
T08-0190, Woodruff v. Kumana

Property Address: 1461 Alice St., Oakland, CA 94612
Date of Decision: July 22, 2008

Decision Summary: The landlord acted reasonably under the circumstances.
The tenant petitions are denied.

PROCEDURAL HISTORY

The cases were consolidated and came on regularly for hearing on July 16, 2008. Gerald Pearlman represented tenant Adam Pearlman. Tenant Amanda Garbe represented herself. The remaining tenants listed above were represented by tenant Selian Hebald, who also represented himself. Christina Dabis, Esq., represented the landlord, Sarosh Kumana.

///

///

ALLEGATIONS

The petitions in this case all allege claims for decreased housing services arising from intermittent hot water service. Three of the petitioners contested the annual CPI increase. Mr. Hebald also claimed a decrease in housing services for the lack of a video security camera.

DECISION

FINDINGS OF FACT AND CONCLUSIONS OF LAW

CPI Increase

The tenants may not contest the annual CPI increase unless the landlord is not eligible for any increase. The increases complained of are 3.3%, the current annual CPI rate, rounded to the nearest dollar.

The tenants acknowledge that the landlord gave the appropriate notices. The tenants raise no other reason why the CPI increase should be disallowed. Therefore, the tenants' claims contesting the annual CPI increase were denied on the record of the hearing.

Video Surveillance

Tenant Hebald claimed a decrease in housing services for a nonfunctional video surveillance camera. The camera was not functional at the time Mr. Hebald moved in. Although the tenant stated that the video camera was a consideration in his decision of into the apartment, he never directly discussed the video camera with the owner or any of his agents prior to reaching the agreement to rent the apartment. He assumed that the camera functioned. **A decrease in housing service must be a service provided at the inception of the tendency either by contract or implied by law.** Provision of video security is not required by law and it was not in the contemplation of both parties at the time the contract was created. Therefore, the video surveillance is not part of the services the landlord agreed to provide. Lack of video surveillance is not a **decrease** in housing services. This claim is denied.

Intermittent Hot Water

Tenants Hebald and Garbe testified on the hot water issue, as did the owner, Sarosh Kumana, and his resident manager, Matthew Slagle. The testimony was not in contradiction on any of the major points. Discrepancies in the testimony were caused by innocent mis-recollection of details rather than deliberate falsehood. Therefore, the testimony of all of the witnesses is credited in the main. A fair summary of the testimony provides the following history.

The building is an 82 unit residential building built in approximately 1920. The hot water boiler that supplies the entire building, including the units of all of the petitioning tenants, failed on May 14, 2007. There was a conflict in the testimony

regarding how long the boiler was out of service. Nonetheless, the landlord testified credibly and without contradiction that immediately upon being notified of the problem, he began the process to replace it. The boiler was replaced within the week. Regardless of how long the boiler was out of service, it is clear the landlord acted promptly and reasonably to repair the condition.

The crux of the dispute between the parties arises from the subsequent events. For the nine months after the boiler was replaced, hot water service went out intermittently. Each time there was a complaint of no hot water, management sent a maintenance person or licensed contractor, as appropriate to address the problem. Each time, Mr. Kumana believed that the problem had been resolved. However, the pilot light kept going out and the problem continued until the new boiler was again replaced under warranty. During that period, Mr. Kumana testified that a number of solutions were tried unsuccessfully. Among other things, the control circuit board for the boiler was replaced. The installation of the new boiler was complete on April 29, 2008. There have been no complaints about the hot water since that time.

Mr. Kumana testified credibly that his records do not list every complaint received regarding the hot water. Matthew Slagle, the resident manager, testified that he does not keep a record of every call received. The testimony of the tenants and the resident manager and the records of the owner with regard to the number of times complaints regarding lack of hot water were made or received vary. Ms. Garbe testified that the hot water was out about once a week for nine months, my calculation approximately 36 times. Mr. Hebard testified that on average there was no hot water three times per month over the nine-month period for a total of 27 occasions. Mr. Slagle, the building's resident manager, estimated that the hot water without about 25 times over the nine-month period.

The landlord raised as an issue the tenants' lack of appropriate notice regarding problems in the building. However, it was clear from the testimony of everyone concerned that the landlord was aware of the extent of the problems with the hot water from the installation of the first new boiler to its replacement in April 2008. At no time during the approximately 9-month period were the tenants dispossessed of their unit and were able to occupy their units for residential purposes during the entire period.

In *Golden Gateway Center v. Residential Rent Stabilization*, (1999) 73 Cal.App.4th 1204, 87 Cal.Rptr.2d 332, the Court held that:

"a landlord who undertakes to perform reasonably necessary repair and maintenance work on rental property, which has the effect of temporarily interfering with or preventing the tenant's full use of housing services, but does not substantially interfere with the right to occupancy of the premises as a residence, does not effectuate a

decrease in housing services within the meaning of the San Francisco rent control ordinance.”

Id. at p. 1206.

The Oakland Rent Adjustment Ordinance provisions regarding decreases in housing services are sufficiently similar to the San Francisco ordinance for the holding in the Golden Gateway case to be applicable to the current case.

Applying this rule, the initial replacement of the boiler was a necessary repair which had the effect of preventing the tenants from having full use of housing services, but did not substantially interfere with the rights of occupancy to the premises as a residence. This means that the week without hot water is not a compensable decrease in housing services within the meaning of Oakland's Rent Adjustment Ordinance.

At what point, if any, did the landlord's actions in continuing to try to repair the hot water system over a nine-month period become so unreasonable that the Golden Gateway doctrine no longer applies? There is very little evidence in the record on the reasonableness of the landlord's actions in continuing to try to make repairs. Mr. Kumana testified that his management team responded to all tenant complaints of lack of hot water submitted by computer. Mr. Kumana sent different licensed contractors to the site to repair the boiler. He also testified that each time, he thought that the attempted repairs were successful. Mr. Kumana's manager testified that he responded to all tenant complaints submitted to him and that he learned how to relight the boiler's pilot flame and did so as required. This testimony regarding the attempted repairs was uncontroverted and moreover, was supported by the testimony of the tenants. Ms. Garbe testified that when she got up in the morning and found no hot water, by the time she came home the hot water service had been restored. Mr. Hebald testified that every time he made a telephone call to the management company complaining about the hot water, they responded and made the repair. Clearly, the landlord was not ignoring the problem although he was unable to resolve it for nine months. Apparently his brand new boiler turned out to be a lemon.

The tenants have the initial burden of proving a decrease in housing services. The burden then shifts to the landlord to prove his attempted repairs were reasonable. On the present record, the landlord's uncontradicted testimony, supports the conclusion that the landlord acted reasonably in continuing to try to make repairs to the new boiler for 9 months rather than immediately replace the boiler a second time.

Finally, I note that the effect on the tenants was an inconvenience, but the actual interference with their tenancies was minimal. The Rent Adjustment Program has no jurisdiction to award damages for the inconvenience the tenants suffered,

only restitution for the loss of service.¹ Even if the landlord were totally unjustified, the effect on rents would be very small. As a measure of restitution for decreases in housing services, the Board reduces the rent by the percentage reduction in the total package of services received. If the hot water were unavailable for 10 full days, plus 4 hours per day for another 25 days, the total estimated decrease in housing services would be approximately .263%. This represents a maximum average recovery \$2.63 per month per \$1000 of rent.

We need not reach the remaining issues raised by the landlord as the tenant petitions are denied

This decision is the final decision of the Rent Adjustment Program Staff.



RICK NEMCIK-CRUZ
Program Manager

Dated: July 22, 2008

Revised 11/12/08

¹ McHugh v. Santa Monica Rent Control Bd., (1989)49 Cal.3d 348,777 P.2d 91, 261 Cal.Rptr. 318.

CITY OF OAKLAND



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

Community and Economic Development Agency
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T09-0168, Yaranon v. Lantz
PROPERTY ADDRESS: 443 Lee St., #204, Oakland, CA
APPEARANCES: Anna Yaranon (Tenant)
Edgar A. Lantz (Owner)
DATE OF HEARING: November 24, 2009
DATE OF DECISION: December 14, 2009

SUMMARY OF DECISION

The tenant petition is denied.

CONTENTIONS OF THE PARTIES

The tenant filed a petition that contests a rent increase which the tenant claims exceeds the Consumer Price Index (C.P.I.) adjustment, and is unjustified. The significant portion of the alleged rent increase is an increase in the fee for a parking space in the subject building.

The owner filed a response to the tenant petition, in which he alleges that the parking space in question is solely voluntary and is not included in her monthly rent. The owner contends that the only rent increase is in the amount of the current C.P.I. Rent Adjustment.

THE ISSUE

Is the parking space in the garage of the subject building a part of the tenant's housing services?

000310

EVIDENCE

The tenant petition challenges a rent increase from \$643.01 to \$662.37 per month, effective October 1, 2009.¹ These amounts include a CPI increase of \$4.36 per month and an increase in the parking charge from \$20 to \$35 per month.

At the Hearing, the parties agreed to the following facts:

- (1) The tenant moved into her unit on or about August 1, 1997.
- (2) At that time, the tenant inquired about parking in the parking lot in the building and the owner told her that no spaces were currently available. However, the tenant was told that she could place her name on a waiting list, which she did.
- (3) A parking space in the building lot became available in the Spring of 1998 and the tenant began parking in the lot – and paying \$20 per month over and above her rent – in April 1998.
- (4) On or about August 27, 2009, the owner delivered to the tenant two documents:
 - (a) A document entitled “Total Monthly Charges,” which includes a parking space fee of \$35 per month² and;
 - (b) A notice which states that the rent would increase from \$623.01 to \$627.37 per month, effective October 1, 2009.³
- (5) The tenant has continued to pay \$643.01 each month, which includes \$20 for the parking space.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Oakland Rent Adjustment Ordinance⁴ defines “rent” as “the total consideration charged or received by an owner in exchange for the use or occupancy of a covered unit including all housing services provided to the tenant.”

If a garage parking space had been included in the original rental agreement, the total amount paid would clearly be the “base rent,” even if a parking charge were separately itemized. However, that is not the case here. The original agreement did not include parking. A parking space became available nearly a year after the tenant moved in and, at that time, the parties agreed that the tenant would pay an additional charge of \$20 for

¹ These amounts exclude a monthly charge of \$1.25 for one-twelfth of the Rent Program Service fee, which is not considered to be “rent.”

² Exhibit 1A. This Exhibit, and all others to which reference is made in this Decision, were admitted into evidence without objection.

³ Exhibit 1B.

⁴ O.M.C. Section 8.22.020

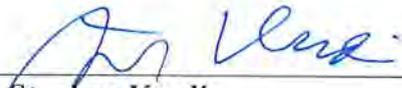
use of the parking space. If the tenant ever decides that she no longer wishes to use the space, she would not pay the additional charge. I find that the parking space was the subject of a separate contract between the parties, and the charge for this space is not part of the rent.

The remainder of the challenged rent increase is \$4.36 per month. This is .07% of \$623.01, the amount of the rent excluding the parking charge. Since this rent increase is the current CPI Adjustment, the challenge to this amount is denied.⁵

ORDER

1. Petition T09-0168 is denied.
2. The rent for the unit, not including a parking space in the garage of the subject building, is \$627.37 per month.
3. The charge for use of a parking space is not part of the rent, and the Rent Adjustment Program has no jurisdiction to decide any question regarding the use of, or charge for, this space.
4. Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: December 14, 2009



Stephen Kasdin
Hearing Officer
Rent Adjustment Program

⁵ O.M.C. Section 8.22.070(B)

Lease Agreement - Oakland

Owner rents to Tenants and Tenants rent from Owner the Premises subject to the following terms and conditions.

Terms of Tenancy

Owner Barbara Addleman (Name)

Agent for Rent & Notices 225 Carmel Avenue Piedmont, CA 94611 (Address)
510.414.0673 addleman@pacbell.net (Phone & Email)

Tenants Drew G. Lerer (Name) 06/03/1973 (DOB)
 _____ (Name) _____ (DOB)
 _____ (Name) _____ (DOB)
 _____ (Name) _____ (DOB)
 _____ (Name) _____ (DOB)

Premises 270 Euclid Avenue Oakland, CA 94610 #6 (Address)

Rent \$ 1,500.00 per month payable in advance on the First day of each month.

Parking Parking space assigned NA Monthly charge \$ _____ payable with monthly rent.

Storage Storage space assigned _____ Monthly charge \$ _____ payable with monthly rent.

Rent Payments Electronic Funds Transfer (EFT) Personal check Cashier's check or money order Cash

Security Deposit \$ 1,500.00

Late Charge \$ 35.00 if Owner does not receive rent in full within 5 days after the due date.

Returned Payment \$ 35.00 in the event any check or other form of payment by Tenant is returned for lack of sufficient funds, a "stop payment" or any other reason.

Term of Tenancy The term of this Agreement is for 1 YEAR beginning on 11/1/15 and ending on 11/1/16.
 (Term) (Date) (Date)

At which time this Lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current market value of the unit, divided by 30. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Owner/Agent accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Owner/Agent of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the Owner/Agent by service upon the Resident of a written 90-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate the tenancy by service upon the Resident of a written 30-day notice.

Pets Approved pets NO PETS

Owner's Utilities Owner pays for WATER & GARBAGE

Tenant's Utilities Tenant pays for PG&E

Appliances & Fixtures Owner provides Refridgerator, Stove

General Terms and Conditions of Tenancy

Use and Occupancy The Premises are to be occupied and used only as a private residence by Tenants, without Owner's prior written consent, subject to applicable state and local laws. Occupancy by additional persons for more than two weeks in any six-month period is prohibited without Owner's written consent. Violation of the provisions of this Section is a substantial violation of a material term of the tenancy and is a just cause for eviction.

I have reviewed this page _____ (Tenant Initials)

Lease Agreement - Oakland

- Possession** If Owner is unable to deliver possession of the Premises at the beginning of the Term, Tenant will have the right to terminate this Agreement upon proper notice as required by law. Owner will not be liable for any resulting damage. If Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.
- Rent** Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.
- Late Payments** Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.
- Returned Payments** Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.
- Individual Liability** Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.
- Failure to Pay** As required by law, Tenant is notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your obligations under the terms of this Agreement.
- Security Deposit** Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within twenty-one (21) days after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check or direct bank deposit (if permitted by landlord and tenant) for any deposit balance. As of 2013, California law permits the landlord (or manager) and the tenant to mutually agree to have the security deposit returned to the former tenant by electronic funds transfer and to have the statement that itemizes the deductions along with the copies of the documents verifying the deductions to be sent to the tenant by electronic means. Agreement must be made after either party has served a notice of termination.
- Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Under state and local law, no interest payments are required on security deposits.
- Subletting** Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.
- In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner. No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.
- Parking** The assigned parking space is for the exclusive use of the Tenants and may be used for the parking of motor vehicles only. No vehicle longer than 20 feet may be parked in the Space. Any motor vehicle maintenance or repair performed in the Space, or any other use of the property without the prior consent of Owner, is prohibited.
- Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.

I have reviewed this page _____ (Tenant initials) BL

Lease Agreement - Oakland

- Storage** Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.
- Condition of Premises** Tenant agrees to: (1) keep the Premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the Premises to Owner in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the Premises of which they become aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect.
- Appliances and Fixtures** Tenant acknowledges that all appliances, window and floor coverings, attached light fixtures, and other attached or semi-attached items are the property of Owner.
- Pets** Only Approved Pets are allowed on or about the Premises. Owner may require a photo of all Approved Pets. No other animals are allowed even temporarily or with a guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Stray animals shall not be kept or fed in or around the Building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the Building.
- Approved Pets are not permitted outside Tenant's unit unless on a leash. Tenant agrees to immediately clean up any defecation in a sanitary manner. If Tenant fails to prevent any infestations of fleas, ticks, or other creatures, Tenant may be charged for cleaning, de-fleing, deodorizing or shampooing any portion of the building or Premises. Tenant shall not permit the pets to cause any discomfort, annoyance, nuisance, or in any other way inconvenience any other Tenant. Any "mess" created by the Pet(s) shall immediately be cleaned up by Tenant. Tenant shall be liable to Owner, and shall defend Owner, hold Owner harmless, and indemnify Owner for all injuries, damages, expenses, losses or obligations of any kind incurred by or in connection with the pet.
- Trash** Tenant agrees to dispose of their ordinary household trash by placing it in the Waste Management containers for periodic collection. Tenant agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances and the like, by immediately hauling it to the dump themselves or by paying someone else to remove it. In the event that Tenant's trash is left outside the Premises, Owner will arrange to have it removed at Tenant's expense.
- Owner's Access** California law allows Owner to enter the Premises for certain purposes during normal business hours. Owner will provide written notice to Tenant prior to entering the Premises whenever required by state law (Civil Code Section 1954).
- Extended Absences** Tenant agrees to notify Owner in the event that Tenant will be away from the Premises for 14 consecutive days or more. During each absence, Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
- Quiet Enjoyment** Tenant will be entitled to quiet enjoyment of the Premises. Tenant and Tenant's guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
- Repairs and Alterations** Tenant will not, without Owner's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Owner with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.
- Except as provided by law or as authorized by the prior written consent of Owner, Tenant will not make or allow to be made any installation or modification of cable or telephone wiring, decorations (such as painting and wallpapering), alterations, or repairs (inclusively, "Changes") to the Premises. Tenant agrees to pay all costs of correcting any unauthorized Changes.
- Financial Responsibility** Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Owner assumes no liability for any such loss. Owner recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the Premises.
- Water-filled Furniture** No waterbed or other item of water-filled furniture will be kept on the Premises.
- Smoke Detectors** The Premises are equipped with functioning smoke detection devices. Tenant will be responsible for testing the devices weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Tenant will not remove their batteries or otherwise disable them.

I have reviewed this page _____ (Tenant Initials) DL

Lease Agreement - Oakland

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- Trash** Tenant agrees to dispose of their ordinary household trash by placing it in the Waste Management containers for periodic collection. Tenant agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances and the like, by immediately hauling it to the dump themselves or by paying someone else to remove it. In the event that Tenant's trash is left outside the Premises, Owner will arrange to have it removed at Tenant's expense.
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- Quiet Enjoyment** Tenant will be entitled to quiet enjoyment of the Premises. Tenant and Tenant's guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
- Repairs and Alterations** Tenant will not, without Owner's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Owner with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.
- Except as provided by law or as authorized by the prior written consent of Owner, Tenant will not make or allow to be made any installation or modification of cable or telephone wiring, decorations (such as painting and wallpapering), alterations, or repairs (inclusively, "Changes") to the Premises. Tenant agrees to pay all costs of correcting any unauthorized Changes.
- Financial Responsibility** Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Owner assumes no liability for any such loss. Owner recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the Premises.
- Water-filled Furniture** No waterbed or other item of water-filled furniture will be kept on the Premises.
- Smoke Detectors** The Premises are equipped with functioning smoke detection devices. Tenant will be responsible for testing the devices weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Tenant will not remove their batteries or otherwise disable them.

I have reviewed this page _____ (Tenant Initials) DL

Lease Agreement - Oakland

Attorney Fees In any action or legal proceeding to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to local rent control ordinances and regulations that may apply.

Megan's Law Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP code in which he or she resides.

Notices Any required notices may be delivered to Tenant at the Premises and to Owner or Agent for Rent and Notices.

Validity of Each Part If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

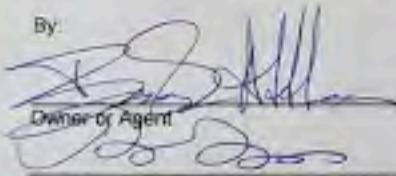
Captions and Headings The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

Application Any rental application or related document submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein will be considered a substantial violation of a material term of the tenancy and is a just cause for eviction.

Attachments The following attachments are incorporated as part of this Agreement:
 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
 Move-In-Move-Out Checklist

Entire Agreement This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By:


 Owner or Agent 8/27/2015
 Date 8/27/15

_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date

Receipt

By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:

Security Deposit: \$ 1,500.00

Rent: \$ _____ for the period _____ to _____

Other: \$ 25.00 for Credit & Criminal Check

Total received: \$ _____ payment method _____

I have reviewed this page _____ (Tenant initials) BL

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. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- 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, 6th Fl., Oakland, CA 94612 or: <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 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.

TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on _____

(Date)

(Tenant's signature)

此份屋書(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 cũng có bằng tiếng Việt. Nếu có mặt bản sao, xin gọi (510) 238-3721.

Hi Barbara,

Thank you so much for contacting me. I am doing well thanks for asking. I am happy for our 268ers but also sad to see them go. You have done an amazing job of finding lovely people to live here. It is such a nice community.

Thanks for offering me the garage space. That sounds great. I do own a little smart car and though my car fits in more parking spaces than most, it would be great to have to be able to park close as well as have additional storage space. Let me know how I should coordinate. I know that Kathryn and Nate were interested in sharing a their space with me if that is possible.

Hope you are enjoined this lovely weather.

Best,

Drew

On Thu, Jun 20, 2019 at 5:29 PM Barbara Addleman <addleman@pacbell.net> wrote:

Hiya Drew,
Hope you are doing well?

As you may have heard, David and Ling have bought a new home and so have Maria & Angelical
Both are moving out next week.

This means you, then Karen are up for garage space if you are interested?
I don't think you own a car, but wanted to give you first refusal beofre moving on down the list!
The charge is an additional \$50.00/month

Let me know your thoughts,
Barbara
510.414.0673

P Please consider the environment before printing this email

—
Gmail mobile

—
Drew Lerer

Re: garage space?

From: Barbara Addleman (addleman@pacbell.net)

To: drewlerer@gmail.com

Date: Sunday, June 23, 2019, 12:58 PM GMT-8

Hiya Drew,
Congratulations on your wedding! Wow!
I hope that the immigration process goes smoothly for you...I know it can be long and tedious.

It would be lovely if you two stay in the building!
The 2 bedroom will be \$2700.00/month

Starting July 1 you will have the shared parking garage with Kathryn and Nathan for \$50.00/month

Let me know you interest in #1 as I will need to post the ads in the next few days.
All the best,
Barbara

P Please consider the environment before printing this email

On Friday, June 21, 2019, 07:59:57 PM PDT, Drew Lerer <drewlerer@gmail.com> wrote:

Lovely, thank you so much, Barbara!. I will spread the word about the available spaces in our lovely building. I just married my overseas sweetheart from Colombia. We met at my friends wedding a few years ago and now are in the process of going through immigration so that she can come to the United States (she lives in Colombia). How much would the two bedroom apartment be to rent?

Thanks again. Have a great week and hope you are enjoying this lovely weather. The new paint in the apartment looks great BTW.

On Thu, Jun 20, 2019 at 11:46 PM Barbara Addleman <addleman@pacbell.net> wrote:

Hey Drew,
thanks for responding so quickly!
Yes, you will be sharing the space with Nathan and Kathryn! (Karen will be with Slawek!)
I will get you a set of keys by July 1.
More to come!
Barbara
PS If you know anyone looking for 1 or 2 bedroom apt, let me know!

P Please consider the environment before printing this email

On Thursday, June 20, 2019, 5:55:32 PM PDT, Drew Lerer <drewlerer@gmail.com> wrote:

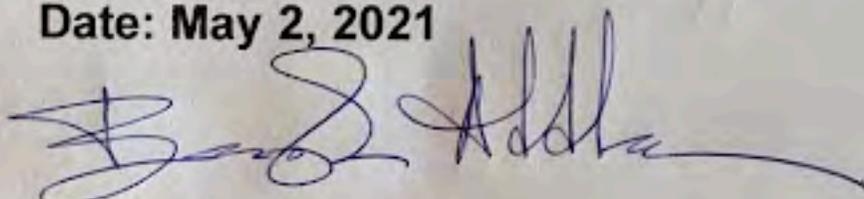
30 Day Notice
Change in Monthly **Parking Fees**
268 Euclid Ave., Oakland, CA 94610

TO: Drew Lerer
Unit #7

Notice is hereby given that thirty (30) days after service upon you of this Notice, or **June 1, 2021**, whichever is later, your monthly payable fee for parking space is payable in advance on or before the First day of each month, **will be the sum of \$115.**

This increase is in compliance with the City of Oakland and the East Bay Rental Housing Association: "Parking fees or other terms may be changed by Owner/Agent upon thirty (30) days notice unless a shorter period is required for reasons of health and safety."

Date: May 2, 2021



Barbara Addleman
Owner

30 Day Notice of Change of Monthly Rent

To: Drew Lerer
Unit #6

(Resident)

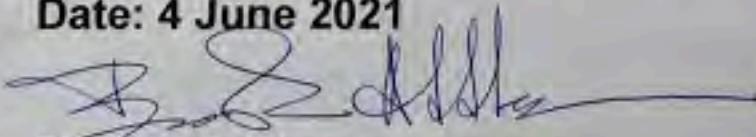
For the premises located at:
268 Euclid Avenue, Oakland, CA 94610

Notice is hereby given, in accordance with Civil Code Section 287, that thirty (30) days after service upon you of this Notice, or **on August 1, 2021**, whichever is later, your monthly rent payable in advance, on or before the First day of each month, **will be the sum of \$1,616.13**, instead of the current rent of \$1586.00

The Oakland Rent Adjustment Ordinance provides for an Allowable Annual Rent Increase based on the regional Consumer Price Index ("CPI"). A new CPI rate takes effect each July 1 and remains in effect for rent increases through June 30 of the following calendar year.

The annual CPI rate for rent increases effective July 1, 2021, through June 30, 2022, is 1.9%. The rate cannot be applied to rent increases that take effect earlier than July 1, 2021. (See attached for further RAP information)

Date: 4 June 2021



Barbara Addleman
Owner

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

TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on _____ (Date) _____ (Tenant's signature)

此份屋翁(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 F - 2



MEMORANDUM

Date: January 6, 2022
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Oliver Luby, Deputy City Attorney
Re: Appeal Summary in T18-0372, Amory v. Green Sage, LLC
Appeal Hearing Date: January 13, 2022

Property Address: 5707 San Leandro St., Units A, B, D, G, & H, Oakland, CA
Appellants/Tenants: Brett Amory, Abigail Baird, Matthew Laws, Brad Long, Dustin Schulz
Respondent/Owner: Green Sage, LLC

BACKGROUND

Between May through October in 2018 and in the spring of 2019, multiple tenants filed multiple petitions contesting rent increases and alleging decreased housing services regarding 5707 and 5733 San Leandro St. The owner filed various responses.

The cases were consolidated. After a hearing was held but not completed in 2019, the consolidated cases were assigned to a new hearing officer, who conducted a hearing in 2020. Afterwards, the cases were again assigned to a new hearing officer, who conducted a final hearing in April of 2021. A majority of the petitioners requested to dismiss most of the petitions, resulting in only ten (10) petitions pending:

5707 Building

- Brett Amory, T18-0372
- Brad Long, T19-0032
- Katherine Cavenee, T19-0035
- Matthew Laws, T19-0218
- Dustin Schultz, T19-0220

- Abigail Baird/Jaron Hollander, T19-0251

5733 Building

- Alistair Monroe, T18-0281
- Douglas Stewart, T18-0399 and T19-0027
- Jeff Szklanecki, T19-0029

RULING ON THE CASE

The hearing officer issued a consolidated Hearing Decision on July 1, 2021 for the remaining ten (10) petitions that were pending. The Decision found that the 5733 San Leandro St. building had residential use prior to January 1, 1983, and, as a result, was not exempt from the Rent Ordinance as new construction. Regarding the 5707 San Leandro St. building, the Decision found that there was a 2003 permit to “legalize” existing joint living and working quarters, nine units of housing were created on a new 2nd floor added within the warehouse building, a Certificate of Occupancy was issued for the building in May 2011, and there was no evidence of residential use in the building prior to January 1, 1983, concluding that the units in the building were exempt from the Rent Ordinance as new construction.

Regarding the new construction exemption in the Rent Ordinance, the Decision stated:

“The Oakland Rent ordinance exempts all units built after January 1, 1983, that are entirely newly constructed from the ground up or units that were converted or created from a non-residential space. If the unit is not build (sic) entirely from the ground up, the property must be created or converted from a non-residential space after January 1, 1983.¹¹ If the property was converted and received a certificate of occupancy after January 1, 1983, but the unit was used for a residential purpose prior to 1983, it is not exempt.” (Foot Note 11 in the quoted text stated: “HRRRB Appeal Decision in L15-0061, 4CH Inc. v. Tenants.”)

Regarding the petitioners’ assertion of the applicability of the California Court of Appeals decision in *Da Vinci Group v. S.F. Residential Rent Stabilization & Arbitration Board*, 5 Cal. App. 4th 24 (1992), the Hearing Decision stated that the petitioners’ reliance on the case was misplaced because San Francisco law contains a provision that limits their new construction exemption for live/work units, requiring that there be no residential use prior to the issuance of the Certificate of Occupancy, while Oakland law has no such provision.

The Decision denied all ten of the tenant petitions and granted a certificate of exemption for the 5707 building. The Decision found the 5707 building to be exempt as new construction. While the Decision found the 5733 building to be covered by the Rent Ordinance, the Decision denied the petitions pertaining to that building because

they did not allege any claims of illegal rent increases and the tenants withdrew all claims of decreased housing services.

GROUND FOR APPEAL

On July 16, 2021, six tenants who filed petitions regarding the 5707 building timely appealed the hearing officer's decision on the grounds that (1) the decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board, (2) the decision raises a new policy issue that has not been decided by the Board, (3) the decision violates federal, state or local law, (4) the decision is not supported by substantial evidence, (5) denial of sufficient opportunity to respond to present claim, and (6) Other. The tenants specifically contend various arguments, including that (1) the decision cannot issue an order denying the withdrawn petitions, (2) the decision is inconsistent with OMC Sections 8.22.010.C and 8.22030.A.5, RAP Regulation Section 8.22.030.B, two prior appeal decisions of the HRRRB, and one prior RAP Hearing Decision that was not appealed, (3) tenancies do not lose rent control upon a change of the legal status of the unit, (4) the Hearing Officer's determination regarding prior residential use in the 5707 building was based only on testimony and is therefore not supported by substantial evidence, and (5) the decision violates the court decisions in the cases of *Da Vinci Group v. S.F. Residential Rent Stabilization & Arbitration Board*, 5 Cal. App. 4th 24 (1992) and *Burien LLC v. Wiley*, 230 Cal. App. 4th 1039 (2014), stating that the decision is mistaken about San Francisco law regarding *Da Vinci* and failed to mention *Burien*.

ISSUES

1. If a unit receives a Certificate of Occupancy on or after January 1, 1983, as a result of being created from conversion from existing building space, does the unit qualify for the new construction exemption so long as the former space was not used residentially (a) prior to January 1, 1983, or (b) prior to conversion?
2. Since RAP Regulation 8.22.030.B.2.c.i states that conversion of the work portion of live/work space into a dwelling unit does not qualify as new construction, was the creation of new housing units on a new 2nd floor within the 5707 building a conversion of work space into dwelling units?

APPLICABLE LAW AND PAST BOARD DECISIONS

Applicable Law

- a. New Construction Exemption

O.M.C. § 8.22.030.A:

“Types of Dwelling Units Exempt. The following dwelling units are not covered units for purposes of this Chapter, Article I only (the Just Cause for Eviction Ordinance (Chapter 8.22, Article II) and the Ellis Act Ordinance (Chapter 8.22, Article II)) have different exemptions):”

Subsection (5):

“Dwelling units which were newly constructed and received a certificate of occupancy on or after January 1, 1983. This exemption does not apply to any newly constructed dwelling units that replace covered units withdrawn from the rental market in accordance with O.M.C. 8.22.400, et seq. (Ellis Act Ordinance). To qualify as a newly constructed dwelling unit, the dwelling unit must be entirely newly constructed or created from space that was formerly entirely non-residential.”

b. New Construction Exemption Regulation

Regulation Section 8.22.030.B. (“Types of Dwelling Units Exempt”), subsection 2 (“Newly constructed dwelling units (receiving a certificate of occupancy after January 1, 1983).”):

“a. Newly constructed units include legal conversions of uninhabited spaces not used by Tenants, such as:

- i. Garages
- ii. Attics;
- iii. Basements;
- iv. Spaces that were formerly entirely commercial.”

b. Any dwelling unit that is exempt as newly constructed under applicable interpretations of the new construction exemption pursuant to Costa-Hawkins (California Civil Code Section 1954.52).

c. Dwelling units not eligible for the new construction exemption include:

- i. Live/workspace where the work portion of the space was converted into a separate dwelling unit;
- ii. Common area converted to a separate dwelling unit.”

c. California Court of Appeals decisions

Da Vinci Group v. S.F. Residential Rent Stabilization & Arbitration Board, 5 Cal. App. 4th 24 (1992).

The *Da Vinci* court found renovated units to be within the coverage of the San Francisco rent ordinance because the renovation was a conversion of existing residential space. In the case, a warehouse was used residentially as live/work units without a certificate of occupancy and in an unpermitted manner since 1980. After the owner was cited for the illegal conversion of the warehouse to apartments in 1981 and then applied to legally convert the units to bring them into code compliance, the owner received a certificate of occupancy in 1986. The San Francisco Rent Board passed a regulation that provided that converted warehouses satisfy the new construction exemption only if there has been no residential use since the enactment of the rent ordinance in 1979. The court opined, quoting the SF Rent Board, that “[c]onversion through the permit process of illegal units to legal units by landlords who allowed the illegal residential use in the first place” cannot be used as a tool to defeat the purpose of the SF Rent Ordinance. *Id.* at 30.

While *Da Vinci* is primarily about whether or not an agency’s interpretive regulations of an ordinance exceeded their permissible scope, the Court’s reasoning that the Board’s efforts furthered those of the legislature addressed the purpose in general of a rent stabilization exemption for new construction. In interpreting San Francisco’s ordinance, which centers on the date of issuance of a certificate of occupancy, the Court reasoned, “The Board’s original and consistent determination that this exemption includes only “newly constructed” rental units is worthy of judicial deference because it comports with the Ordinance’s major goal of easing the housing shortage by encouraging creation of new residential rental units where there were none before. The 1986 certificate of occupancy in this case created legal residential units where there were illegal ones before. Legalizing de facto residential use does not enlarge San Francisco’s housing stock.” *Id.* The Court further reasoned, “While restructuring a nonresidential warehouse for live-work use creates new residential units, i.e., additional housing, remodeling a warehouse already inhabited, albeit illegally, by residential tenants does not.” *Id.*

Burien LLC v. Wiley, 230 Cal. App. 4th 1039 (2014).

The *Burien* court construed the Costa-Hawkins Rental Housing Act to mean that a newly constructed unit refers to a unit with no prior residential use prior to the certificate of occupancy. In the case, the landlord converted a rent-controlled apartment building with a 1972 certificate of occupancy into condominiums and obtained a new certificate of occupancy in 2009 based on the change of the use. Costa-Hawkins exempts units with certificates of occupancy issued after February 1, 1995, from local rent control. The Court of Appeal held that the Costa-Hawkins exemption did not apply because it only refers to certificates of

occupancy issued prior to residential use of the unit. The Court reasoned, “A certificate of occupancy based solely on a change in use from one type of residential housing to another does not enlarge the supply of housing” and would therefore not further the purpose of the exemption of “encouraging construction and conversion of buildings which add to the residential housing supply.” Id at 1047.

Past Board Decisions

a. New construction exemption

L15-0061, 4CH Inc. v. Tenants

Board affirmed hearing decision which granted owner petition for exemption because the 3rd and 4th floors received a certificate of occupancy in 2008 and there was no evidence of prior residential use.

#3134934v1



MEMORANDUM

Date: January 6, 2022
To: Members of the Housing, Residential & Relocation Board (HRRRB)
From: Oliver Luby, Deputy City Attorney
Re: Appeal Summary for T19-0272, T19-0325
Jeffers v. BD Opportunity 1 LP
Appeal Hearing Date: January 13, 2022

Property Address: 7123 Holly Street, Unit 1
Appellant/Owner: BD Opportunity 1 LP
Respondent/Tenant: Jesse Carrillo

PROCEDURAL BACKGROUND

The tenant filed two petitions, claiming she never received the notice of the existence of the Rent Adjustment Program, and contesting the following monthly rent increases:

a. Petition filed April 29, 2019

- Rent increase served 9/2019¹ from \$930.00 to \$951.39;
- Rent increase served 3/9/19 from \$951.39 to \$1,046.00.

b. Petition filed June 24, 2019

- Rent increase served 9/2017 from \$930.00 to \$951.39;
- Rent increase served 3/9/19 effective 4/1/19, from \$951.39 to \$1,046.00;
- Rent increase served 5/15/19 effective 7/1/19, from \$951.39 to \$1,018.16.

The tenant also claimed several decreased housing services, including the following:

¹ The later petition clarified that this date was a typo and should have been 9/20/17 instead of 9/20/19.

- Plumbing leak in bathroom;
- Extended gas shutoff;
- Kitchen cabinets, walls, and baseboard damaged;
- Front facing windows not properly sealed.

The owner representative filed a Property Owner Response on September 9, 2019, stating that the rent increase effective July 1, 2019 was rescinded, the decreased services are not services but are conditions, which had all been corrected or were in the process of being corrected, and there were no services that currently needed attention. On August 28, 2019, the owner also filed documentation showing that the July 1, 2019 rent increase had been rescinded, and that the tenant had been served with a new rent increase notice on or around August 26, 2019 that included an attached RAP Notice.

A hearing on the petitions was held on November 7, 2019. The hearing officer issued a decision in January 2020 finding that the tenant had never been served with a RAP Notice, setting the tenant's monthly base rent at \$950.00, and granting \$25,110.00 in restitution for decreased housing services as follows:

- 25% rent reduction for water leaks starting in October 2016 through the present (ongoing until abated);
- 50% rent reduction for gas shutoff in March 2019;
- 25% rent reduction for damaged kitchen cabinets and walls starting in October 2016 through the present (ongoing until abated);
- 5% rent reduction for inadequately sealed front windows starting in January 2017 through the present (ongoing until abated);
- 10% rent reduction for roach and rodent infestation starting in October 2016 through the present (ongoing until abated).

The hearing officer also found that the tenant was entitled to restitution for overpaid rent in the amount of \$954.31.

The owner filed an appeal on February 10, 2020, on various grounds. On September 10, 2020, the appeal was heard the HRRRB. The Board remanded the case to the hearing officer to recalculate the restitution. Specifically, the Board directed that (1) the restitution for March 2019 not exceed 100% of the rent, (2) the end date of the restitution period is limited to the hearing date, and (3) the hearing officer consider prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions.

RULING ON THE CASE AFTER REMAND

The Hearing Officer issued a Remand Decision on August 9, 2021, which (1) revised the restitution award for the period of March 2019, reducing the rent decrease for the gas shutoff from \$465 to \$300, for a total rent decrease amount for that month of \$904.50 (approximately 97% of the \$930 monthly rent) and a total restitution award of \$24,945 and (2) considered prior decisions of the Board regarding on the policy of limiting restitution to three years. The Decision did not consider prior Board decisions

regarding rent reductions for similar decreased housing services. Despite mentioning the Board direction limiting the end of the restitution period to the hearing date, the Decision retained the end dates of the various restitution awards that occurred after the date of November 2019 hearing, including February 28, 2020 (water leaks) and February 29, 2020 (kitchen cabinets and walls, windows, and infestation).

GROUNDINGS FOR APPEAL

The owner timely appealed the Remand Decision on the grounds that (1) the decision is inconsistent with prior decisions of the Board, (2) the decision is inconsistent with decisions issued by other Hearing Officers, (3) the decision raises a new policy issue that has not been decided by the Board, (4) the decision violates federal, state or local law, (5) the decision is not supported by substantial evidence, and (4) denial of sufficient opportunity to respond to petitioner's claim. The owner contends (1) the Remand Decision did not consider the Hearing Decision in T16-0526, *Jeffers v. Pama Management*, which, while ruling on similar decreased housing services, was not appealed to the Board, (2) the original January 2020 Hearing Decision in this case is inconsistent with T16-0526, (3) the tenant already received a rent waiver in 2016 pursuant to a stipulation related to a court filing and should not receive further rent abatement for periods of 2016, (4) the January 2020 Hearing Decision is not supported by substantial evidence, (5) due process is violated by not allowing the owner to introduce new evidence on appeal, (6) the owner's representative at the 2019 hearing knew nothing about the tenancy, (7) the tenant did receive a RAP notice, and (8) the beginning date of the rent reduction period should be March 26, 2019, from the Notice of violation from the City.

ISSUES

1. Did the Remand Decision consider prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions, as directed by the Board's Appeal Decision?
2. Did the Remand Decision revise the end date of the restitution award to be no later than the date of the hearing decision, as directed by the Board's Appeal Decision?

APPLICABLE LAW AND PAST BOARD DECISIONS

1. Applicable Law

- a. O.M.C. 8.22.110, RAP Regulations, HEARING PROCEDURE

F. Decisions of the Hearing Officer

“3. If a decrease in Rent is granted, the Hearing Officer shall state when the decrease commenced, the nature of the service decrease, the value of the decrease in services, and the amount to which the rent may be increased when the service is restored. When the service is restored, any Rent increase based on the restoration of service may only be taken following a valid change of terms of tenancy notice pursuant to California Civil Code Section 827. A Rent increase for restoration of decreased Housing Services is not considered a Rent Increase for purposes of the limitation on one Rent increase in twelve (12) months pursuant to OMC 8.22.070 a. (One Rent increase Each Twelve Months).”

2. Past Board Decisions

a. Restitution Calculation for Decreased Housing Service

T18-0438, Martinez v. Carino

Board remanded case to recalculate restitution period to end as of the date of the Hearing, rather than the date of the Hearing Decision.

T18-0153, Bush v. Dang

Board reduced restitution for broken window from 10% to 5%.

T13-0093, Mackey v. Ahmetspahic

Board affirmed hearing decision which granted restitution of 4% for rodents and 0.5% for a broken electrical outlet

T13-0001, Baragano v. Discovery Inv.

Board affirmed hearing decision which granted 3% rent reduction for condition of the carpet.

T12-0348, Smith v. Lapham Company

Board affirmed hearing decision which granted 5% rent reduction for a broken kitchen faucet and broken shower door.

T13-0014, Lao v. Leung

Board affirmed hearing decision which granted tenant \$75.00/month for 4 months for loss of use of kitchen because owner removed kitchen to comply with city code enforcement program.

T14-0243, Katz v. Urosevic

Board remanded hearing decision for clarification of standards for decreased housing services that do not include code violations.

3134892v1



MEMORANDUM

Date: January 6, 2022
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Oliver Luby, Deputy City Attorney
Re: Appeal Summary in T21-0088, Lerer v. Addleman
Appeal Hearing Date: January 13, 2022

Property Address: 270 Euclid Avenue, Unit 6, Oakland, CA
Appellant/Owner: Barbara Addleman
Respondent/Tenant: Drew Lerer

BACKGROUND

On June 1, 2021, tenant Drew Lerer filed a petition contesting a monthly rent increase from \$1,636 to \$1,701, effective June 1, 2021, based on \$65 increase in the existing \$50 fee for parking.

The owner filed a timely response, asserting that current monthly rent is \$1,586 and that there is a separate monthly parking fee of \$50 that was increased by \$65.

RULING ON THE CASE

The hearing officer issued an Administrative Decision on August 16, 2021 on the basis that the total consideration for the unit charged by the owner was not in dispute. The Decision granted the tenant's petition, finding that (1) the rent prior to the increase was \$1,618 (\$1,568 + \$50) and (2) the \$65 increase exceeded the applicable CPI Rent Adjustment. The Decision further referenced a notice of rent increase indicated by the owner of \$1,568 to \$1,616.13, effective August 1, 2021, which the Decision opined was defective and invalid.

GROUNDNS FOR APPEAL

On August 24, 2021, the owner timely appealed the hearing officer's decision on the grounds that (1) the decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board, (2) the decision is inconsistent with decisions issued by other Hearing Officers, (3) the decision is not supported by substantial evidence, and (4) denial of sufficient opportunity to respond to petitioner's claim. The owner specifically contends that (1) a decreased housing service can only exist if the service was provided at the inception of the tenancy, based on a 2008 hearing decision¹ that was not appealed to the Rent Board, (2) the parking fee is for a separate agreement that the parties entered into after tenant had been renting the unit for years, and (3) the hearing officer exceeded the scope of the petition by ruling on a rent increase effective for August 1, 2021, that was issued after the petition and not challenged by the tenant.

ISSUES

1. May the owner increase the tenant's parking fee without limitation, or is the parking fee considered part of the tenant's rent?
2. Did the Administrative Decision state the correct amount of current rent prior to the contested increase, based upon undisputed facts as asserted by the petition and response?
3. May a hearing officer's decision on a petition rule on matters outside the scope of the petition?

APPLICABLE LAW AND PAST BOARD DECISIONS

Applicable Law

a. Rent defined

O.M.C. § 8.22.020- Definitions.

““Housing Services” means all services provided by the owner related to the use or occupancy of a covered unit, including, but not limited to, insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, employee services, and any other benefits or privileges permitted the tenant by agreement, whether express or implied, including the right to have a specific number of occupants and the right to one-for-one replacement of

¹ T08-0146 et seq, Various tenants v. Kumana.

roommates, regardless of any prohibition against subletting and/or assignment.”

““Rent” means the total consideration charged or received by an owner in exchange for the use or occupancy of a covered unit including all housing services provided to the tenant.”

b. Rent Increases

O.M.C. § 8.22.065 (Rent adjustments in general), subsection A.

“Notwithstanding any other provision of this Chapter, owners may increase rents only for increases based on the CPI Rent Adjustment or Banking, or by filing a petition to increase rent in excess of that amount. Any rent increase not based on the CPI Rent Adjustment or Banking that is not first approved by the Rent Adjustment Program is void and unenforceable.”

c. Hearing Officer Decision Limited to Issues Raised by Petition

O.M.C. § 8.22.110 (Hearing procedures), subsection A (Hearing Officer).

“A hearing shall be set before a Hearing Officer to decide the issues in the petition.”

RAP Regulation § 8.22.110.F.1.

“The Hearing Officer shall make written findings of fact and issue a written decision on petitions filed.”

d. Administrative Decisions

O.M.C. § 8.22.111.F.1.

“Notwithstanding the acceptance of a petition or response by the Rent Adjustment Program, if any of the following conditions exist, a hearing may not be scheduled and a Hearing Officer may issue a decision without a hearing:

- a. The petition or response forms have not been properly completed or submitted;
- b. The petition or response forms have not been filed in a timely manner;
- c. The required prerequisites to filing a petition or response have not been met;

d. A certificate of exemption was previously issued and is not challenged by the tenant; or

e. The petition and response forms raise no genuine dispute as to any material fact, and the petition may be decided as a matter of law.”

Past Board Decisions

a. Parking Fees Considered Part of Rent

T01-0376, Millar v. Black Oak Properties

The owner served the tenant with separate rent increases for parking and for the apartment unit. The Board held that the owner was not entitled to the rent increase because he had previously increased the tenant’s rent, and the Rent Ordinance defines a rental unit to include all the housing services provided with the unit. The Appeal Decision noted, “Housing Services are defined to include parking.” The Board opined: “Where the landlord rents a rental unit and a parking space to the tenant, the parking is part of the housing services, even where the parking is separately charged. Under such circumstances, an increase in the separate parking fee is an increase in rent.”

T19-0424, Thornton v. Joyce

The tenant contested a rent increase exceeding CPI which consisted of separate increases for parking and the unit. The Hearing Decision found that the parking is part of the housing services even if billed separately and denied the rent increase on the basis that the owner did not petition for a rent increase in excess of CPI. Board affirmed the Hearing Decision,

b. Hearing Officer Decision Limited to Scope of Petition

T10-0093, Davis v. Dorntge

Board affirmed hearing decision which did consider problem with utility bill because it was not raised in the petition.

T10-0116, Nunez v. Advent Props.

Board affirmed hearing decision which did not consider decreased housing services, which tenant argued should be awarded because of award to another tenant in a separate petition, because tenant’s petition did not allege decreased housing services.

c. Calculation Error

T02-040, Santiago v. Vega

Board affirmed hearing decision with corrections for calculation errors.

T16-0313, Novela v. Lee

Board remanded hearing decision for staff recalculation and correction of clerical error.

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