

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD SPECIAL MEETING
April 14, 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: Apr 14, 2022 5:00 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD MEETING- April 14, 2022

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83209634451>

Or One tap mobile :

US: +16699009128,,83209634451# or +13462487799,,83209634451#

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 +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656

Webinar ID: 832 0963 4451

International numbers available: <https://us02web.zoom.us/j/83209634451>

COMMENT:

There are two ways to submit public comments.

- To comment by Zoom video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Instructions on how to “Raise Your Hand” are available [here](#).

- To comment by phone, please call on one of the above listed phone numbers. You will be prompted to “Raise Your Hand” by pressing “*9” to speak when Public Comment is taken. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Please unmute yourself by pressing “*6”.

If you have any questions, please email hearingsunit@oaklandca.gov.

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
 - a. Renewal: Adoption of AB 361 Resolution (pp. 3-5)
4. WELCOME NEW BOARD MEMBERS
5. OPEN FORUM
6. APPEALS*
 - a. T20-0219, Laws v. Green Sage Management LLC (pp. 6-27)
 - b. T21-0013 Quinones v. Othman (pp. 28-72)
7. SCHEDULING AND REPORTS
8. INFORMATION AND ANNOUNCEMENTS
 - a. Eviction Moratorium Resolution Discussion
9. 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

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

RESOLVED: that the Housing, Residential Rent and Relocation Board (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.

CHRONOLOGICAL CASE REPORT

Case No.: T20-0219

Case Name: Laws v. Green Sage Management LLC

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

Parties: Matthew Laws (Tenant)
Deirdre Draginoff (Tenant)
Lisa Giampaoli (Tenant Representative)
Green Sage Management LLC (Owner)
Oakland Cannery Real Estate LLC (Owner)
5733 SLOCA Partnership (Owner)
Timothy Larsen (Owner Representative)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	October 20, 2020
Property Owner Response filed	-----
Administrative Decision mailed	July 2, 2021
Tenant Appeal filed	July 16, 2021

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RECEIVED

T&C 0219

RC/LM

3/16

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

OCT 20 2020
RENT ADJUSTMENT PROGRAM
OAKLAND

Tenant Petition
Property Address: 5707 SAN LEANDRO ST
Case: Petition: 11559
Date Filed: 10/20/2020

Party	Name	Address	Mailing Address	
Manager	Green Sage Management LLC	100 Fillmore St, 5th Floor Denver, CO 80206		(720) 612-7739
Owner	Unknown Unknown 5733 SLOCA Partnership	3600 AMERICAN RIVER DRIVE SUITE 215 Sacramento, CA 80206		(720) 612-7739
Representative	Lisa Giampaoli	100 Pine St 1250 San Francisco, CA 94111		(415) 890-6529 info@giampaolilaw.com
Tenant	Matthew A Laws	5707 San Leandro Street B Oakland, CA 94621		(650) 648-3732 laws.matt@gmail.com

Number of units on the property **1**

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.)

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

Tenant Petition

Property Address: 5707 SAN LEANDRO ST.
 Case: Petition: 11559
 Date Filed: 10/20/2020

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:

- b) The increase (or increases) exceeds the CPI Adjustment and is unjustified, or is greater than 10%.
- 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.
- 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.
- 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.

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

Tenant Petition
 Property Address: 5707 SAN LEANDRO ST
 Case: Petition: 11559
 Date Filed: 10/20/2020

Rental History

Date you moved into the Unit

Initial Rent **\$ 0.00 /month**

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

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

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?
		\$ 0.00	\$ 0.00	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)*

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

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

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

Tenant Petition
 Property Address: 5707 SAN LEANDRO ST
 Case: Petition: 11559
 Date Filed: 10/20/2020

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**

City of Oakland

Rent Adjustment Program

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

Tenant Petition

Property Address: 5707 SAN LEANDRO ST
Case: Petition: 11559
Date Filed: 10/20/2020

Mediation

Mediation is an entirely voluntary process to assist you in reaching an agreement with the petitioner. 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. 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.

Would you like to request Mediation?

No

Duplicate T20-0219 RC/LM

RECEIVED

 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. OCT 20 2020 RENT ADJUSTMENT PROGRAM OAKLAND TENANT PETITION
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

Please print legibly

Your Name Matthew Arthur Laws Deirdre Draginoff	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 100 Fillmore St, 5th Floor Denver, Colorado 80206	Telephone:
		Email:
Property Manager or Management Co. (if applicable) Green Sage Management LLC	Mailing Address (with zip code) 100 Fillmore St, 5th Floor Denver, Colorado 80206	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.) Management will claim I am not current because they are attempting to collect a retroactive common area fee, but I am current on my rent.

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.

	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
X	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
X	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
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: 8/3/20. 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		
January 31, 2019	March 1, 2019	\$ 1618.86	\$ 1779	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
August 3, 2020	September 1, 2020	\$ 1779	\$ 1992.09	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

VIA USPS
VIA USPS

* 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:

T19-218

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, 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): _____

Problems With Rental Unit

Since the early morning of July 30, 2020, our building at 10 / 33 1st Avenue Street has been placed on fire watch by the Manhattan Fire Department. The fire inspection report is attached to this petition. Since that time, our building has not had power supplied by the city, but instead through a diesel generator. This generator is roughly 100 yards from my unit and the fumes blow into my house. The entire unit smells like diesel exhaust. We do not have air conditioning, so at certain points I have to open windows in order to cool off the unit. Diesel exhaust pours in. This would appear to violate Manhattan Municipal Code 24.8.0, which deals with smoke and soot.

Rent Increase Calculation

In addition to the amount claimed as rent in the notice of rent increase, the landlord is increasing the common area fee by \$2.8. The increase in rent by \$10.00 plus the \$2.8 common area fee increase equals an increase of \$12.80. My rent was previously \$1,000.00 and therefore the increase is \$12.80.

Improper Service & Notice Period

The landlord did not attempt personal service and no notice was ever posted on the unit before mailing the notice of rent increase. Since the increase is greater than \$100, the landlord was required to provide 30 days notice and did not do so. Moreover, I did not receive the mailed notice until August 3, 2020, which was not actually 30 days prior to the date of the claimed increase. Finally, the notice attempts to charge a retroactive raise in the common area fee, without any notice.



Fire Inspection Report
 Narrative/Additional Comments
 Residential Commercial



For Official Use Only
 Start Time: _____ End Time: _____
 Occ Class _____ Batt. # _____
 Company # _____ Total Job Time: _____

Address: 5707 Sanleandro Ste _____ Business Name: CANNERY

Contact Name: Matt Burton Owner / Mgr Bus. Phone # 925-607-6993 Fax# _____
* Bruce Miller - 310-367-3737

Billing Address: _____ Ste _____ City: _____ State: _____

Contact Name: _____ Phone # _____ Fax# _____ Email Address: _____

Insp.: 1st 2nd 3rd Other _____ Insp. Date: 7/30/20 Insp. Type FIRE WATCH Insp. Ref. #: _____
 Contact Made/Inspection Permission Granted: Yes No

Code	Deficiency/Comment
	- FIRE WATCH is being implemented For the Following:
901.7	* Power supply to ALARM DOWN
	* All EXTINGUISHERS NEED to be Replaced
	* Generator NEEDS Repairs and Permits.
	- MAINTAIN Fire watch ON A 24-Hour BASIS
	- Direct contact to Fire Dispatch IN CASE OF Emergency DIAL 911
	- Contact AFM WATSON (510) 755-5803
	- Fire Watch CANNOT Be Removed UNTIL OFFICE OFD Fire Prevention Bureau

In accordance with the California Fire Code Section 104.5 you are hereby ordered to correct all above noted violations immediately upon receipt of this notice. An inspection to determine if you have complied with this order will be conducted on or about 7/30/20. Failure to comply with this lawful order may result in a citation to appear in Municipal Court, plus additional fines, fees, and civil penalties. If you have questions, contact the undersigned inspector.

Owner/Mgr Name (print): Emmanuel Watson Signature: [Signature] Date: 7/30/2020
 Inspector Name (print): Jeff Szklanczyk Inspector Signature: [Signature] Contact No. _____



Oakland Fire Department/Fire Prevention Bureau
 250 Frank Ogawa Plaza, Ste 3341
 Oakland, CA 94612
 510-238-3851



**Order to Restore Fire & Life Safety System and Establish and
 Approved Fire Watch**

Address: 5707-5733 San Leandro Date: 7/30/2020
 Business: Cannery Time: 1:00AM
 Issued To: Jeff Szklanecki Issued By: EW

I. Failure to Meet Minimum Standards

The Oakland Fire Department has determined that the fire and life safety system does not meet minimum standards established for system operation and reliability.

II. Order to Comply

In accordance with California Fire Code, Section 901.7, you are ordered to:

1. Immediately establish an approved 24-hour a day continuous fire watch at the subject facility address.
2. Immediately cause the fire and life system to be restored to a fully operational condition by means of repair or replacement.

III. Duration of Fire Watch

The fire watch shall remain on the premises until a qualified contractor presents written certification to the Oakland Fire Department that the fire and life safety system meets all applicable standards and is fully operational. This Fire Watch Order CANNOT be rescinded verbally.

IV. Service of Order

The fire watch shall be provided immediately upon service of this order. Your immediate attention to this matter is required to avoid further legal action.

V. Penalty

These requirements are made pursuant to authority granted through the Oakland City Ordinance 13401 sections 109.4 and CFC 901.7. Each day that this violation continues after due notice has been served shall be deemed a separate offense. Cost recovery for this enforcement shall be provided per Section 109.4.3 of this code.

The undersigned accepts the requirements within this standard and will follow the guidelines as written.

Jeff Szklanecki
 Responsible Party Name

[Signature]
 Responsible Party Signature

Emmanuel Watson
 Fire Marshal or Representative Name

[Signature]
 Fire Marshal or Representative Signature

Responsibility for Instruction

The owner, manager, or responsible person in charge or control of the building or premises shall assign to the fire watch as many personnel as deemed necessary, and shall instruct fire watch personnel as to:

1. The procedure for notifying the Fire Department, Fire Marshal or representative.
2. Detailed instruction of method, location and frequency of area to be patrolled.
3. A method of alerting building occupants and an evacuation procedure. When two or more personnel are required, two-way radios shall be provided to facilitate communication and evacuation.
4. A procedure shall be provided for reactivating sprinkler valves in the event of fire when the sprinkler system has been taken out of service and any other instruction required by authority having jurisdiction.

Log Book

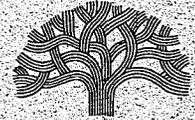
1. The owner manager, or responsible person in charge or control of the premises shall provide a logbook, which contains a directory or names, telephone numbers, and other information to assist in making emergency calls and calls to key management personnel (exception: special events as approved by the Chief).
2. The logbook shall be maintained on the premises and immediately available for inspection by the authority having jurisdiction.
3. The logbook shall be used to record a history of patrol rounds.

Specific Duty Requirements - Assigned fire watch personnel shall:

1. Be thoroughly familiar with the area they are patrolling
2. Perform patrol operations per the instructions from the Fire Marshal or representative
3. Patrol designated area at least once each half hour
4. Make reports as instructed. A record of patrol rounds and any significant information shall be created on a fire watch logbook.
5. Assigned fire watch personnel shall perform fire watch duties only and have no other responsibility.
6. Relay any special orders or pertinent information to relief personnel and management
7. Remain on duty until properly relieved
8. Patrol the entire building, all rooms, including offices, basements, penthouses, etc.
9. Alert building occupants of an emergency and direct evacuation when required.

NOTE: The fire watch conditions shall not be terminated without the Fire Marshal's or representative's written authorization.

CITY OF OAKLAND
OAKLAND FIRE DEPARTMENT



EMMANUEL WATSON
ASSISTANT FIRE MARSHAL
FIRE PREVENTION BUREAU
email: ewatson@oaklandca.gov

(510) 238-6559
CELL 755-5803
FAX 238-6739

250 FRANK H. OGAWA PLAZA, STE 3341, OAKLAND, CA 94612

000020

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 Service 711

ADMINISTRATIVE DECISION

CASE NUMBER: T20-0219, Laws v. Green Sage Management, LLC
PROPERTY ADDRESS: 5707 San Leandro St., Unit #B, Oakland, CA

An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to reach resolution of disputed material facts. 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 is being issued.

Property Exempt by Prior Case T18-0281 et seq.

A remote hearing in T18-0281 et seq. (Tenants v. Green Sage Management) was held on April 26, 2021. This case involved a group of consolidated cases, including Tenant's prior case T19-0218. A Hearing Decision was just issued and held that the subject property is exempt from the Oakland Rent Ordinance as newly constructed and a Certificate of Occupancy was issued for it on or after January 1, 1983. Accordingly, the Rent Adjustment Program does not have jurisdiction over the subject property and cannot address any issues raised in the tenant's petition.

ORDER

1. The Tenant Petition T20-0219 is dismissed for lack of jurisdiction.
2. The Remote Hearing scheduled for July 6, 2021, is cancelled.

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 which must be received within 15 days after service of the decision, shown on the attached Proof of Service.

Dated: July 2, 2021

Linda Moroz

Linda M. Moroz, Hearing Officer
Rent Adjustment Program

000021

PROOF OF SERVICE
Case Number T20-0219

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

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

Owner:

Green Sage Management LLC
100 Fillmore Street, 5th Floor
Freemont, CA 94539

Owner Representative:

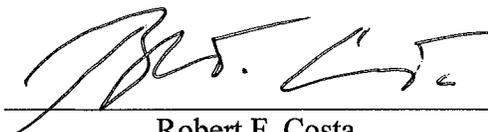
Timothy A. Larsen
Attorney at Law
123 Bay Place, Suite 11
Oakland, California 94610

Tenant:

Matthew A. Laws
5707 San Leandro Street, Unit B
Oakland, CA 94621

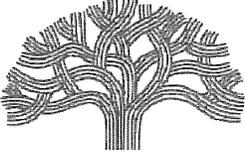
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 **July 2, 2021** in Oakland, California.



Robert F. Costa
Oakland Rent Adjustment Program

000022

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

Appellant's Name Matthew Laws		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 5707 San Leandro Street, Unit B Oakland, CA 94621			
Appellant's Mailing Address (For receipt of notices) 5707 San Leandro Street, Unit B Oakland, CA 94621		Case Number T20-0219	
		Date of Decision appealed July 2, 2021	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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.)*

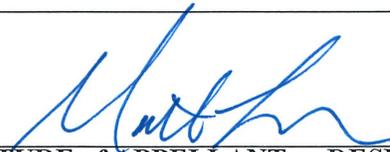
For more information phone (510) 238-3721.

- 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. The denial of the tenant petition in this matter was based on the July 1, 2021 decision issued in consolidated cases T18-0281 et al (Tenants vs Green Sage Mgmt). Appellant's individual case within the consolidated cases was T19-0218. Appellant is concurrently appealing the July 1, 2021 decision in T19-0218. Because *this* appeal in T20-0219 depends entirely upon the matters being appealed in T19-0218, pending resolution of the appeal in T19-0218, appellant requests the RAP receive and process this appeal, but stay and hold this appeal in abeyance until the resolution of all appellate procedures in T19-0218.

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 7/16/21, 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:

<u>Name</u>	Green Sage Management
<u>Address</u>	1137 Bannock Street
<u>City, State Zip</u>	Denver, CO 80204
<u>Name</u>	Tim Larsen
<u>Address</u>	tlarsenlaw@gmail.com
<u>City, State Zip</u>	23 Bay Pl #11, Oakland, CA 94610

	<u>7/16/21</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.



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:

Notice of Appeal in T20-0219
 (insert name of document served) Lawo v. Green Sage
 And Additional Documents

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

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

PERSON(S) SERVED:

Name	<u>Green Sage Mgmt</u>
Address	<u>1137 Bannock St.</u>
City, State, Zip	<u>Denver, CO 80204</u>

Name	Tim Larsen tlarsen@gmail.com
Address	23 Bay Pl # 11, Oakland CA 94610
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page.

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 7/16/21 (insert date served).

Matt Laws
PRINT YOUR NAME

[Signature]
SIGNATURE

7/16/21
DATE

CHRONOLOGICAL CASE REPORT

Case Nos.: T21-0013

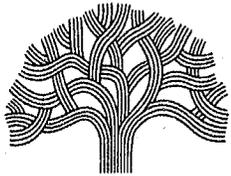
Case Name: Quinones v. Othman

Property Address: 3251 Martin Luther King Jr. Way, Oakland, CA 94609

Parties: Muna Othman (Owner)
Anna Quinones (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	January 28, 2021
Property Owner Response filed	March 8, 2021
Hearing Date	May 25, 2021
Hearing Decision E-mailed	December 6, 2021
Owner Appeal filed	December 10, 2021



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

JAN 28 2021

RENT ADJUSTMENT PROGRAM
OAKLAND

5/25

TENANT PETITION

T21-0013 EL

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

Rental Unit Information

3251 Martin Luther King Jr Way # 1 Oakland, CA 94609
Street Number Street Name Unit Number Zip Code

Move-in Date: 11/01/2009 Initial Rent at Move-In: \$ 1450.00 Current Rent: \$ 1929.00

Is your rent subsidized or controlled by a government agency (such as HUD or Section 8), other than Oakland Rent Adjustment Program? (See page 5 "Jurisdiction" for more information)
 Yes
 No
 Not sure

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

If not current on rent, explain why: _____

When (if ever) did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?
 I first received the RAP Notice on: _____
 I was never provided with the RAP Notice
 I do not remember if I ever received the RAP Notice

Case number(s) of any relevant prior Rent Adjustment case(s): T20 - 0200 2020.09.23

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

Anna Quinones
First Name Last Name

Mailing Address (if different from above): same as above

Primary Telephone: 510-692-1498 Other Telephone: _____ Email: anna.m.quinones@gmail.com

First Name Last Name

Mailing Address (if different from above): _____

Primary Telephone: _____ Other Telephone: _____ Email: _____

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

First Name Last Name Firm/Organization (if any)

Mailing Address: _____

Phone Number: _____ Email: _____

Property Owner Information		
Property Owner		
Muna	Othman	
First Name	Last Name	
Company/LLC/LP (if applicable): _____		
Mailing Address: 1911 Donner Ave., San Bruno, CA 94066		
Phone Number: 650-784-5126	Email: mlait@hotmail.com	
Property Manager (if applicable)		
First Name	Last Name	Name of Management Company
Mailing Address: _____		
Phone Number: _____	Email: _____	

GROUNDS FOR PETITION

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

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

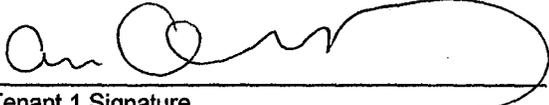
A.	Unlawful Rent Increase(s)						
<i>(Complete this section if any of the grounds for petition fall under category A, above)</i>							
<p>List all rent increases you wish to contest. Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, you must attach a copy of the citation to your petition. Failure to attach a copy of the citation may result in your petition being dismissed. 							
Date received rent increase notice:		Date rent increase went into effect:		Amount of increase:		Received RAP Notice with notice of rent increase?	
(Month/Day/Year)		(Month/Day/Year)		FROM	TO	YES	NO
approx. 8/30/2020		10/01/2020		\$ 1878.00	\$ 1928.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
approx. 9/01/2019		10/01/2019		\$ 1815.00	\$ 1878.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
approx. 9/01/2018		10/01/2018		\$ 1650.00	\$ 1815.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
				\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

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

TENANT VERIFICATION

(Required)

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



Tenant 1 Signature

11/24/2021
Date

Tenant 2 Signature

Date

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

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

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

MEDIATION PROGRAM

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

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

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

Tenant Signature

Date

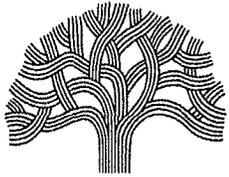
INTERPRETATION SERVICES

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 PETITION-



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

RECEIVED

JAN 28 2021

**RENT ADJUSTMENT PROGRAM
OAKLAND**

PROOF OF SERVICE

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

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

On the following date: 01 / 24 / 2021 I served a copy of (check all that apply):

- TENANT PETITION** plus _____ attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)
- NOTICE TO PROPERTY OWNER OF TENANT PETITION**
- Other: proof of service

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.
- Commercial Carrier.** I deposited the document(s) with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to the person(s) listed below and at the address(es) below.
- Personal Service.** I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

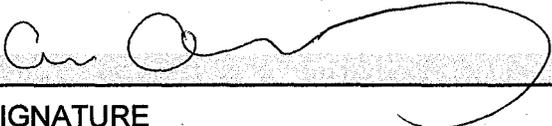
Name	Muna Othman
Address	1911 Donner Ave.
City, State, Zip	San Bruno, CA 94066

Name	
Address	
City, State, Zip	

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

Anna Quinones

PRINTED NAME



SIGNATURE

01/24/2021

DATE SIGNED



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-0243
(510) 238-3721
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www.oaklandca.gov/RAP

For Rent Adjustment Program date stamp

PROOF OF SERVICE Case # 21-od3

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) Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 3) 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: 3 / 01 / 2021 I served a copy of (check all that apply):

PROPERTY OWNER RESPONSE TO TENANT PETITION plus 15 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.

Commercial Carrier. I deposited the document(s) with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to the person(s) listed below and at the address(es) below.

Personal Service. I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

Name	Anna Quinones
Address	3251 Martin Luther King Jr
City, State, Zip	OAKland CA 94609

Name	
Address	
City, State, Zip	

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

MUNA Othman

PRINTED NAME

MUNA

SIGNATURE

3/01/2021

DATE SIGNED



CITY OF OAKLAND

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

For Rent Adjustment Program date stamp

CASE NUMBER T - _____

PROPERTY OWNER RESPONSE TO TENANT PETITION

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

Rental Unit Information

Street Number: 3251 Street Name: Martin Luther King Jr Unit Number: # Oakland, CA Zip Code: 94609

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: 5
Date acquired property: 2014

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

Tenant Information

Name of Tenant Petitioner(s): Anna Quinones
Date tenant(s) moved into rental unit: 11/01/2009 Initial rent amount: \$ 1450.00 Is/are tenant(s) current on rent? Yes No

Property Owner Information

First Name: Muna Othman / Mutasim Othman Last Name: Breema Khalaf
Company/LLC/LP (if applicable): _____
Mailing address: 1911 Donner Ave / San Bruno, CA 94066
Primary Telephone: (650) 784-5126 Other Telephone: (650) 784-5498 Email: Mlath@hotmail.com
M40thman3@hotmail.com

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 type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date) _____ <input type="checkbox"/> I have never provided a RAP Notice. <input type="checkbox"/> I do not know if a RAP Notice was ever provided.

PROPERTY OWNER CLAIM OF EXEMPTION

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

- The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code 1954.50, et seq.). **If claiming this exemption, you must answer the following questions. Attach a separate sheet if necessary.**
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
 3. Was the prior tenant evicted for cause?
 4. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
 5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
 6. Did the petitioning tenant have roommates when he/she moved in?
 7. If the unit is a condominium, did you purchase it? If so: 1) From whom? 2) Did you purchase the entire building?
- The rent for the unit is controlled, regulated, or subsidized by a governmental unit, agency, or authority other than the City of Oakland Rent Adjustment Ordinance. (Attach documentation.)
- The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. (Attach copy of Certificate of Occupancy.)
- The unit is located in a motel, hotel, or rooming/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.

Inna
paid
part
did
\$625

Date tenant given notice of rent increase: (mm/dd/yy)	Date rent increase went into effect: (mm/dd/yy)	Amount of increase:		Did you provide a RAP Notice with the notice of rent increase?		Reason for increase (CPI, banking, or other):
		FROM	TO	YES	NO	
8/2018	10/01/2018	\$1650 (584)	\$1815 (605)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	banking, paid from
8/2019	10/01/2019	\$1815 (605)	\$1878 (625)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$584 → \$605 <u>Ann</u>
8/2020	10/01/2020	\$1878 (625)	\$1928 (675)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	city limit/paid part

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).	my partner mail ROP notice by mail 3 Language <u>every time</u>
(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.	
(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.

MOWA

Property Owner 1 Signature

3/01/2021

Date

MUTASIM

Property Owner 2 Signature

3/01/2021

Date

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

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

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

MEDIATION PROGRAM

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

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

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

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 (普通話)
 - Other: _____

-END OF RESPONSE-

1 - First rent increase October 2018

From \$1650 → \$1815.00

Anna paid only \$584.00
To \$605.00

~~Increased~~ Increased from \$584.00 → To \$605.00 (Bank)
never increased for last 3 year
She paid her portion separately
(proof of payment and date Attached)

2 - Second increase

October 2019 from \$1815 → \$1878.00

Anna paid only \$605 → \$625

She paid her portion separately (proof attached)
(City limit increase)

3 - Third increase
October 2020

from \$1878.00 → \$1928.00
(City limit increase)

Important Anna paid little portion of that
She used to have another 2 Roommate that
moved out of country Sep /2020

(1)

Done

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Citigold Account 4201322996

Citigold Account Package Fees & Rates Detail

Citibank gives you the benefit of lower charges, better rates and higher transaction limits as you maintain higher balance levels. When determining your rates, rebates of ATM surcharges for non-Citibank ATM transactions and monthly service fee for this statement period, and the transaction limits and fee waivers that apply during the next statement period, Citibank considers your average balance during the month of January in all your qualifying accounts that you asked us to combine. If you have a Citibank secured credit card, then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements. To link additional eligible Citibank accounts for consideration for next month's balances please refer to the phone number on page 1.

Rates and Charges	Your Combined Balance Range
Rates	\$250,000-\$499,999 Preferred
Monthly Service Fee	None

Please refer to your Client Manual Consumer Accounts and Marketplace Addendum booklet for details on how to determine monthly fees, charges and applicable transaction limits.

Checking

Checking Activity

Citigold Interest Checking 4201322996

Date	Description	Amount Subtracted	Amount Added	Balance
02/01/18	Opening Balance			39,362.99
02/01/18	Deposit 1 year		1,200.00	40,562.99
02/01/18	Check # 546	4,842.23		35,720.76
02/05/18	Deposit 1 year		584.00	36,304.76
02/05/18	Deposit 1 year		1,067.00	37,371.76
02/05/18	Deposit 1 year		1,300.00	38,671.76
02/05/18	Deposit 1 year		1,335.00	40,006.76
02/05/18	Check # 547	204.00		39,802.76
02/05/18	Check # 548	717.78		39,084.98
02/05/18	ACH Electronic Debit WASTE MANAGEMENT INTERNET	270.15		38,814.83
02/07/18	Transfer to MasterCard 10.23a #4544 ONLINE Reference # 101236	1,443.66		37,371.17
02/20/18	Bill Payment 20180219 PG&E 010883 CBOL	39.05		37,332.12
02/20/18	Bill Payment 20180219 PG&E 010884 CBOL	85.44		37,246.68
02/20/18	Bill Payment 20180219 ERM&D 010884 CBOL	339.06		36,907.60
02/22/18	Bill Payment JORGE LUCAS 010883 CBOL	50.00		36,857.60
02/28/18	Interest for 28 Days Annual Percentage Yield Earned 1.05%		0.85	36,858.45
	Total Subtracted/Added	7,971.39	5,496.85	
02/28/18	Closing Balance			36,878.45

All transaction times and dates reflected are based on Eastern Time.

Anna → 584.00

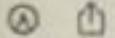
Anna Payment Feb / 2018 \$ 584.00

2

Done

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March 1 - March 31, 2018 Page 2 of 4
REEMA A KHALAF, MUNA KHALAF OTHMAN
Citigold Account 42013228996

Citigold Account Package Fees & Rates Detail

Citibank gives you the benefit of lower charges, better rates and higher transaction limits as you maintain higher balance levels. When you maintain higher balance levels in all your qualifying Citibank ATM accounts and credit cards, Citibank rewards you every month of February in all your qualifying accounts that you asked us to combine. If you have a Citibank secured credit card then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements. To see additional eligible Citibank accounts for consideration for next month's balances please refer to the phone number on page 1.

Fees	Your Combined Balance Range
Monthly Service Fee	\$250,000-\$499,999 None

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklet for details on how to determine monthly fees, charges and applicable transaction limits.

Checking

Checking Activity Citigold Interest Checking 42013228996

Date	Description	Amount Subtracted	Amount Added	Balance
03/01/18	Opening Balance			36,878.45
03/01/18	Deposit Total		1,067.00	37,945.45
03/02/18	Deposit Total		584.00	38,529.45
03/02/18	Deposit Total		1,300.00	39,729.45
03/05/18	Deposit Total		1,300.00	41,029.45
03/05/18	Deposit Total		1,335.00	42,364.45
03/06/18	ACH Electronic Debit WASTE MANAGEMENT INTERNET	279.15		42,084.30
03/07/18	Transfer to MasterCard 07 36p #4544 ONLINE Reference # 90188	626.58		41,457.71
03/22/18	Bill Payment JONAS LUCKS STREET CROCK	90.00		41,417.71
03/30/18	Interest for 31 days Annual Percentage Yield Earned 0.25%		1.05	41,418.76
	Total Subtracted/Added	945.74	5,487.00	
03/31/18	Closing Balance			41,418.76

All transaction times and dates reflected are based on Eastern Time

Anna paymed march 1/2018 \$ 584.00

3

Done

R-110515210208L001.pdf

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Please refer to your Client Manual Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

Checking

Citigold Interest Checking 42013228996

Checking Activity	Date	Description	Amount Subtracted	Amount Added	Balance
	06/01/18	Opening Balance			29,236.14
	06/01/18	Deposit: Auto		584.00	29,820.14
	06/01/18	Deposit: Auto		1,200.00	31,020.14
	06/04/18	Deposit: Auto		1,300.00	32,320.14
	06/04/18	Deposit: Auto		1,335.00	33,655.14
	06/05/18	Deposit: Auto		1,067.00	34,722.14
	06/05/18	ACH Electronic Debit WASTE MANAGEMENT INTERNET	270.15		34,451.99
	06/07/18	Bill Payment PG&E OROSB CBOX	47.96		34,404.03
	06/20/18	Bill Payment PG&E OROSB CBOX	69.89		34,334.14
	06/20/18	Bill Payment EDWARDS OROSB CBOX	335.00		33,999.12
	06/22/18	Bill Payment JORGE LUCAS OROSB CBOX	50.00		33,949.12
	06/25/18	ACH Electronic Debit FARMERS AG 6PT P/MT	891.38		33,057.74
	06/25/18	ACH Electronic Debit FARMERS AG 6PT P/MT	1,734.83		31,322.91
	06/28/18	Interest for 30 Days Annual Percentage Yield Earned 1.33%		0.63	31,323.54
		Total Subtracted/Added	3,399.03	5,486.83	
	06/30/18	Closing Balance			31,323.54

Anna →

June 1 - June 30, 2018 Page 3 of 4
REEMA A KHALAF, MUNA KHALAF OTHMAN
Citigold Account 42013228996

Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.

CITIBANK ACCOUNTS
The products reported on this statement have been combined with our monthly statement at your request. Opening and closing dates of the statement period are disclosed with the opening and closing balances for each bank product in the appropriate transaction activity section. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS
FDIC Insurance:
The following bank deposits are FDIC insured up to applicable limits: Checking, Interest Checking, Interest Money Market Account, Certificates of Deposit and IRA & Keogh funds held in bank deposits.

CERTIFICATES OF DEPOSIT

Anna paymed June /2018 \$584.00

4

Done

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Investment accounts. If you have a Citibank secured credit card, then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements. If you do not maintain a minimum combined average monthly balance of \$200,000 in eligible linked deposit, retirement, and investment accounts, your Citigold Account Package will be converted to a Cit Priority Account Package, and your accounts will be subject to the terms and conditions then in effect for that package. Other banks and ATM service providers may charge you a fee when you conduct a Citibank deposit account transaction using their ATMs. You will receive reimbursement from Citibank for ATM fees charged by other banks in any statement period where you are eligible for Citigold.

Fees	Your Combined Balance Range
Monthly Service Fee	\$100,000-\$249,999 None

Please refer to your Client Manual Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

Checking

Checking Activity

Citigold Interest Checking 42013228996

Date	Description	Amount Subtracted	Amount Added	Balance
06/01/19	Opening Balance			32,258.35
06/03/19	Deposit Title		280.00	32,538.35
06/04/19	Deposit Title		1,210.00	33,748.35
06/04/19	Deposit Title		1,660.00	35,408.35
06/05/19	Deposit Title		605.00	36,013.35
06/06/19	ACH Electronic Debit WHITE MANAGEMENT INTERNET	282.70		35,730.65
06/24/19	ACH Electronic Debit FARMERS INS EFT PYMT	975.76		34,754.89
06/24/19	ACH Electronic Debit Fire Insurance E EFT PYMT	1,899.00		32,855.89
06/24/19	ACH Electronic Debit FARMERS INS EFT PYMT	1,895.30		31,170.59
06/28/19	Check # 504	1,000.00		30,170.59
06/28/19	Interest for 30 days Annual Percentage Yield Earned 0.01%		0.84	30,171.43
	Total Subtracted/Added	5,842.76	3,735.84	
06/30/19	Closing Balance			30,171.43

All transaction times and dates reflected are based on Eastern Time.

Anna payment June 1 2019 → \$ 605.00

5

Done

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investment accounts, your Citigold Account Package will be converted to a Cit Priority Account Package, and your accounts will be subject to the terms and conditions then in effect for that package. Other banks and ATM service providers may charge you a fee when you conduct a Citibank deposit account transaction using their ATMs. You will receive reimbursement from Citibank for ATM fees charged by other banks in any statement period where you are eligible for Citigold.

Fees	Your Combined Balances Range
Monthly Service Fee	None

Please refer to your Client Manual/Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

Checking

Checking Activity

Citigold Interest Checking 42013228996

Date	Description	Amount Subtracted	Amount Added	Balance
07/01/19	Opening Balance			30,171.43
07/01/19	Bill Payment 20190630 JORGE LUCAS 5101X CBOL	50.00		30,121.43
07/02/19	Deposit Total		1,630.00	31,751.43
07/05/19	Deposit Total		605.00	32,356.43
07/05/19	Deposit Total		1,210.00	33,566.43
07/06/19	Bill Payment 20190706 HOSE 5101B CBOL	52.64		33,513.79
07/06/19	Bill Payment 20190706 HOSE 5101B CBOL	55.83		33,457.96
07/06/19	Bill Payment 20190706 GMAIL 5101B CBOL	425.89		33,032.07
07/23/19	ACH Electronic Debit WASTE MANAGEMENT INTERNET	299.10		32,732.97
07/29/19	Bill Payment 20190727 HOSE 5101B CBOL	48.00		32,684.97
07/29/19	Bill Payment 20190727 HOSE 5101B CBOL	91.27		32,593.70
07/30/19	Bill Payment JORGE LUCAS 5101B CBOL	50.00		32,543.70
07/30/19	Check # 505	2,800.00		29,743.70
07/30/19	Check # 506	10,000.00		19,743.70
07/31/19	Interest for 31 days, Annual Percentage Rate Earned 0.07%		0.81	19,754.21
	Total Subtracted/Added	13,863.03	3,445.81	
07/31/19	Closing Balance			19,754.21

All transaction times and dates reflected are based on Eastern Time.

Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.

Anna payment July /2019 → \$ 605.00

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5:45 PM Wed Feb 10

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Done

investment accounts. If you have a Citibank secured credit card, then Citibank will also include the balance in your Collateral Holding Account or your Certificate of Deposit that secures your Citibank credit card. These balances may be in accounts that are reported on other statements. If you do not maintain a minimum combined average monthly balance of \$200,000 in eligible linked deposit, retirement, and investment accounts, your Citigold Account Package will be converted to a Cit Priority Account Package, and your accounts will be subject to the terms and conditions then in effect for that package. Other banks and ATM service providers may charge you a fee when you conduct a Citibank deposit account transaction using their ATMs. You will receive reimbursement from Citibank for ATM fees charged by other banks in any statement period where you are eligible for Citigold.

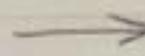
Fees	Your Combined Balance Range \$100,000-\$249,999
Monthly Service Fee	None

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklets for details on how we determine your monthly fees and charges.

Checking

Checking Activity	Citigold Interest Checking 42013228998	Amount Subtracted	Amount Added	Balance
08/01/19	Opening Balance			19,754.21
08/01/19	Deposit Yale		1,630.00	21,384.21
08/01/19	Deposit Yale		5,000.00	26,384.21
08/02/19	Deposit Yale		605.00	26,989.21
08/05/19	Deposit Yale		1,215.00	28,199.21
08/13/19	Transfer	10,000.00		18,199.21
08/22/19	ACH Electronic Debit WASTE MANAGEMENT INTERNET	299.10		17,900.11
08/30/19	Bill Payment JORGE LUCAS SHISHI CRCL	50.00		17,850.11
08/30/19	Interest for 31 days, Annual Percentage Yield Earned 0.00%		0.56	17,850.67
	Total Subtracted/Added	10,349.10	8,445.56	
08/31/19	Closing Balance			17,850.67

Anna



Anna payment Aug/2019 -> \$ 605.00

7



AA

online.citi.com



citi Print a copy

ATM/Debit Card: XXXX XXXX XXXX 4544 As of 02-08-2021 18:52 EDT

Check Details

Account	Check #	Post Date	Amount
Interest Checking 8996		2020-06-11	\$ 626.00

- P +

ANNA MARIE QUINONES
5151 MARTIN LUTHER KING JR. WAY #1
OAKLAND, CA 94612

153
Date 6/1/2020

Pay to the Order of Reema Khelef \$ 626.00
Six hundred & twenty six & 00/100 Dollars

UnionBank
for apl #1 rent *Anna Marie Quinones*

⑆22000496⑆ 5951009843⑆ 0153

Live Chat Feedback

Anna payment 06/2020

\$ 626.00 only

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Jan 02, 2020

Jan 21, 2020

Mar 04, 2020

May 22, 2020

Mar 14, 2020

May 14, 2020

May 14, 2020

May 14, 2020

May 06, 2020

Apr 30, 2020

Apr 30, 2020

Apr 28, 2020

Apr 28, 2020

Apr 27, 2020

Apr 27, 2020

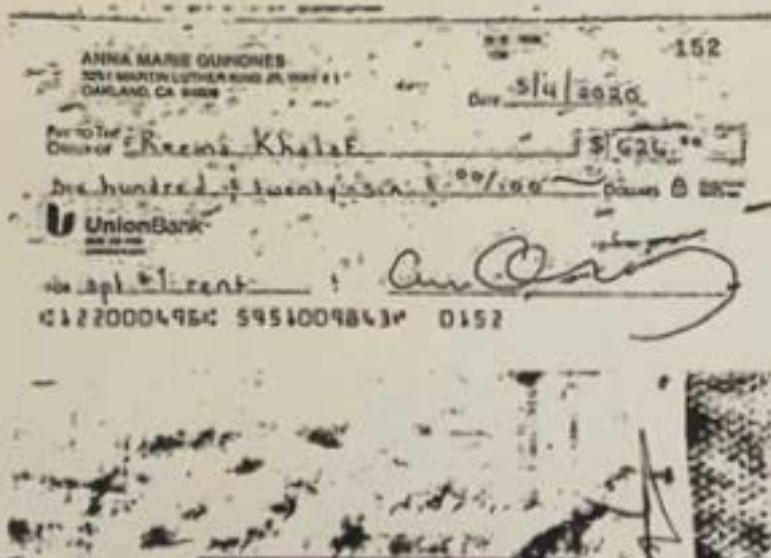

Print a copy

ATM/Debit Card: XXXX-XXXX-XXXX-4544 As of 02-08-2021 18:54 EDT

Check Details

Account	Check #	Post Date	Amount
Interest Checking 8996		2020-05-14	\$ 626.00

− ⌂ +



Live Chat
Feedback

30.40

1725.00

1474.88

1124.00

1144.00

50.38

Anna payment 05/2020

\$ 626.00 only

10

Oct 21, 2020 at 8:17:54 AM

I was
out of
town
and I did
notice
by hand

My partner
did by
mail

From: MUNA Othman

Notice To Tenant of The
Rent ADjustment programme

Apt # 1

To: Anna Quinones

Send second time
by me

000051

Oct 21, 2020 at 8:18:07 AM

From: [unclear]
Nathia To: [unclear] of the
East [unclear] [unclear]
Apt # 1
To: [unclear]

12

THIS DOCUMENT HAS A TRUE WATERMARK AND URBAN FRIENDS DISCLAIMER FROM BOTH SIDES

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**
00170213

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. For Section 6224, 1985, of the O.M.C. you are allowed a normal grace period until March 1st for the following year.

DBA OTTHMAN MUNA & MUTASIM ETAL

BUSINESS LOCATION 3251 MARTIN LUTHER KING JR WAY
OAKLAND, CA 94609-2928

BUSINESS TYPE M Rental-Apartment



EXPIRATION DATE
12/31/2028



MUNA OTTHMAN
MUNA OTTHMAN
1911 DONNER AVE
SAN BRUNO, CA 94066-4708

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

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

13

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

000053

Outlook

Search

Mon 1/4

New message

Delete Archive Junk Sweep Move to

Folders

Inbox 36

Junk Email 91

Drafts 24

Sent Items 14

Deleted Items 85

Archive

Notes

1 4

Conversation History

Food recepies 2

Health squad

MLK building

Mody Corp

Nadia Sinnaei receipt

New employee

Ohaio mitchigan co...

Park way plaza

Pictures

Roof repair

sun beam

عمارة الحرية ومخارن الصحة

RAP Renewal Accepted

SA Silveira, Ava
Received. Thank you. Mon 1/4/2021 1:54 PM

MO muna OTHMAN
Sent from my iPad Begin forwa... Thu 12/31/2020 7:17 PM

You forwarded this message on Thu 12/31/2020 7:17 PM

N noreplyhdl@oaklandnet.com
Thu 12/26/2019 7:22 AM
To: You

The RAP renewal for OTHMAN MUNA & MUTASIM ETAL,
Account # 00170214, has been accepted.

No further action is required.

Thank you for doing business in the City of Oakland.

Rap renewal 2020

14

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**

00170213

DBA

OTHMAN MUNA & MUTASIM ETAL

BUSINESS LOCATION

3251 MARTIN LUTHER KING JR WAY
OAKLAND, CA 94609-2628

BUSINESS TYPE

M Rental-Apartment

EXPIRATION DATE

12/31/2021

Starting January 1, 2021, Assembly Bill 687 requires the provision of public financial information of business establishments. If full access is available in English or other languages by going to: <https://www.dba.ca.gov/requirements>



MUNA OTHMAN
MUNA OTHMAN
1911 DOPNER AVE
SAN BRUNO, CA 94066-4708

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 RENTED REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED

RAP @ business renewal

51

000055



HEARING DECISION

CASE NUMBER: T21-0013

CASE NAME: Quinones v. Othman

PROPERTY ADDRESS: 3251 Martin Luther King, Unit 1
Oakland, CA

DATE OF HEARING: May 25, 2021

DATE OF DECISION: November 29, 2021

APPEARANCES: Anna Quinones, Tenant
Gregory Ching, Tenant's Attorney
Muna Othman, Owner
Mustasim Othman, Owner
Samantha Beckett, Attorney Observer
Xavier Johnson, Attorney Observer
Seth, Observer

SUMMARY OF DECISION

The Tenant's petition is granted.

INTRODUCTION

The Tenant filed the petition, T21-0013, on January 28, 2021, which alleges an unlawful rent increase raising the rent from \$1,650.00 to \$1,815.00, effective October 1, 2018, from \$1,815.00 to \$1,878.00, effective October 1, 2019, from \$1,878.00 to \$1,928.00, effective October 1, 2020, on the following grounds:

- The Consumer Price Index was calculated incorrectly;

- The increase exceeds the CPI Adjustment and is greater than 10%;
- No RAP Notice¹ at Inception or 6 Months Prior;
- Rent Increase Violates State Law;

The Owner filed an Owner Response to the tenant petition and appeared at the Hearing. At the hearing, Mr. Othman, on behalf of the respondents, requested a continuance; Mr. Chin objected and argued that good cause as required by the ordinance should not include the failure to obtain representation when adequate notice to the Respondent of the petition and hearing was provided. The request was denied.

ISSUE(S) PRESENTED

1. When, if ever, was the Tenant given written notice of the Rent Adjustment Program (RAP Notice)?
2. What is the allowable rent?
3. If so, what restitution is owed to the Tenant, and how does that impact the rent?

EVIDENCE

The Tenant testified that she moved into the subject unit on November 1, 2009, and her rent was \$1,450.00. She testified that she didn't receive a RAP notice at the inception of her tenancy but did receive the RAP notice on approximately October 21, 2020. The Tenant testified that she recalled receiving the RAP notice in October 2020 for the first time because it was left in an envelope on her front door, as shown in the picture, with nothing else, after she filed her first petition.

The Tenant testified that she initially filed a petition on September 23, 2020. (T20-0200). That petition, T20-0200, was voluntarily dismissed on February 8, 2021. The Tenant's rent is currently \$1,928.00, and she is current on her rent payments as of the hearing.² The Tenant testified that she pays the total rent between herself and her roommates.

¹ Notice to Tenant of Residential Rent Adjustment Program.

² Exhibit C. This Exhibit, and all other Exhibits to which reference is made in this Decision, were admitted into evidence without objection.

Prior to October 1, 2018, the Tenant's rent was \$1,650.00. The Tenant received a Notice of Rent increase indicating that effective October 1, 2018, her rent would be increased to \$1,815.00. She did not receive a RAP notice with that increase, and she testified that she did pay the increase.

The Tenant received a Notice of Rent increase indicating that effective October 1, 2019, her rent would be increased to \$1,878.00. She did not receive a RAP notice with that increase, and she testified that she did pay the increase.

The Tenant also received a Notice of Rent increase indicating that effective October 1, 2020, her rent would be increased to \$1,928.00. She did not receive a RAP notice with that increase, and she testified that she did pay the increase, as well.

The Tenant additionally testified that she doesn't throw away any part of the rent increase notices when she receives them. She testified that she keeps them and other documents involved with her unit printed out in a folder. She testified that she does this with everything she receives from her landlord.

The Tenant testified that everyone in the unit could check the mailbox; there is one mailbox per unit.

Respondent, Muna Othman, testified that she acquired the building in 2014 and provided the RAP notice by mail in 2014 in three different languages³, but that they did not have proof of delivery because it was routine and whenever someone went into the building, they provide that.

She testified that there are five units at the subject property. The 2021 Business Tax and RAP Fees were paid, and the certificate was submitted.⁴ She testified that she couldn't remember how much she paid in RAP fees in 2020⁵ but that she only pays the RAP Fees if the unit is occupied because, with the pandemic, there are many empty spaces in the building. She testified that the envelope picture was when the RAP notice was provided on October 21, 2020, in three languages. She also testified that the rent was \$1,650.00 before the October 1, 2018 increase, that the rent was increased from \$1,650.00 to \$1,815.00 in 2018, and that the rent was increased from \$1,815.00 to \$1,878.00 in 2019.

³ Of note, the Ordinance was amended in effective September 20, 2016, requiring the RAP Notice be provided in three languages.

⁴ Exhibit AA.

⁵ Exhibit BB.

The Owner testified that she did not receive any documentation from the prior Owner indicating that the RAP notice had been provided at the inception of the tenancy in 2009. She testified that it was routine to serve RAP Notices, so she didn't take pictures. She further testified that all the RAP notices were sent in the mail by her partner and that he was in charge of providing the notices.

Upon further questioning, the Owner testified that she did complete the Owner Response filed in the prior petition.⁶ She testified that she completed it without assistance from her partner and executed the document under penalty of perjury on October 30, 2020. She acknowledged that she did indicate on the Owner Response form that she didn't know if the prior Owner had ever given a RAP notice to the Tenant. She testified that she referred to herself when completing the response and that she did not provide a RAP Notice to the Tenant in 2018, 2019, and 2020.

The Owner testified that her partner was out of town when she filed out the Owner's response to the prior petition, but when her partner returned, he told her that the RAP notices were sent.

Owner, Mustasim Othman, testified that he didn't begin to take pictures for proof until the Tenant filed her prior petition. He testified that he put the RAP Notices with each increase in the mailboxes himself and that he didn't need a protocol because he just opened the gate and put them in the mailboxes. He testified that if he provided RAP Notices in 2014, he did it but didn't keep records, and he doesn't remember.

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 tenancy⁷ and together with any notice of rent increase or change in the terms of a tenancy.⁸ A tenant may file a petition to contest any rent increase. However, a tenant petition must be filed within 90 days of the date of service of a rent increase notice or the date the Tenant first receives written notice of the existence and scope of the RAP, whichever is later.⁹

⁶ Pursuant to Evidence Code Section 452, judicial notice is taken of the Owner Response filed in T20-0200.

⁷ O.M.C. § 8.22.060.

⁸ O.M.C. § 8.22.070.

⁹ O.M.C. Section 8.22.090

The Tenant's testimony that she was not given a copy of the RAP Notice at the inception of her tenancy is undisputed. Likewise, the Tenant's testimony that she first received a copy of the RAP Notice on October 21, 2020, is credited and supported by the Owner's testimony that they provided her a RAP Notice in the envelope after the prior petition was filed. Furthermore, Official Notice is taken of T20-0200, in which one of the Owners declared under penalty of perjury that they were not aware of whether or not the prior Owner provided a RAP Notice and that no RAP Notice was provided with the 2018, 2019, and 2020 rent increases. Accordingly, the Tenant was first given written notice of the RAP Program on October 21, 2020.

What is the allowable rent?

The Rent Adjustment Ordinance requires an owner to serve a RAP Notice at the start of a tenancy¹⁰ and together with any notice of rent increase or change in any term of the tenancy.¹¹ 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 the Tenant receives the required RAP notice.¹²

The Tenant was served Notices of Rent Increase with effective dates of October 1, 2018, October 1, 2019, and October 1, 2020. The Tenant was first given the RAP Notice on October 21, 2020. Therefore, none of the rent increases given before October 21, 2020, are valid. Accordingly, the rent for the subject unit is \$1,650.00.

What restitution is owed to the Tenant, and how does that impact the rent?

Where the RAP Notice has never been given, a tenant can be granted restitution for rent overpayments for a maximum of 3 years.¹³ However, a tenant petition must be filed within 90 days of the date of service of a rent increase notice or the date the Tenant first receives written notice of the existence and scope of the RAP, whichever is later.¹⁴

¹⁰ O.M.C. Section 8.22.060.

¹¹ O.M.C. Section 8.22.070.

¹² O.M.C. Section 8.22.060.

¹³ Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

¹⁴ O.M.C. Section 8.22.090 (A)(2)

The evidence established that the Tenant did not receive the RAP at the inception of her tenancy. However, the RAP Notice was first provided to the Tenant on October 21, 2020. Therefore, the Tenant had until January 19, 2021, to file a petition to contest a rent increase. The petition herein was filed on January 8, 2021. Therefore, the Tenant may properly challenge all rent increases alleged in the petition for 2018 through 2021.

Because the Tenant was not provided a RAP Notice until October 21, 2020, the rent is reduced to the amount before the first invalid rent increase, \$1,650.00. Further, the Tenant overpaid rent since October 1, 2018, when they paid the first unlawful rent increase. A Tenant's claim for rent overpayments is limited, by Board decision, to three years.¹⁵ See also, Cal. Code of Civil Procedure, Section 338. Therefore, the rent overpayments are computed from October 1, 2018, through December 31, 2021.

As indicated above, the legal rent for the unit is \$1,650.00 per month. From October 1, 2018, to September 30, 2019, the Tenant paid \$1,815.00 per month; from October 1, 2019, to September 30, 2020, the Tenant paid \$1,878.00 per month; and from October 1, 2020, to the present and continuing the Tenant has paid \$1,928.00.

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¹⁵ Chaney-Williams v. Lau, T05-0080; Barajas v. Chu, T06-0051

As noted on the chart below, the Tenant is entitled to restitution of \$8,886.00 for overpayment of rent.

OVERPAID RENT						
From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Oct-18	30-Sep-19	\$1,815	\$1,650	\$ 165.00	12	\$ 1,980.00
1-Oct-19	30-Sep-20	\$1,878	\$1,650	\$ 228.00	12	\$ 2,736.00
1-Oct-20	31-Dec-21	\$1,928	\$1,650	\$ 278.00	15	\$ 4,170.00
				\$ -		-
TOTAL OVERPAID RENT						\$ 8,886.00
RESTITUTION						
MONTHLY RENT						\$1,650
TOTAL TO BE REPAID TO TENANT						\$ 8,886.00
AS PERCENT OF MONTHLY RENT						539%
MORTIZED OVER				MO. BY REG. IS		
OR OVER		18	MONTHS BY HRG. OFFICER I			\$ 493.67

The chart above indicates rent overpayments of \$8,886.00. Restitution is usually awarded over a 12-month period, but when the Tenant is owed 239% of the monthly rent, extending the restitution period to 18 months is proper.¹⁶ Amortized over 18 months, the restitution amount is \$493.67 per month.

Therefore, the Tenant’s monthly restitution amount is subtracted from the current legal rent of \$1,650.00 for a total of \$1,156.33. From January 2022 through June 2023, the rent will be \$1,156.33, and the rent will revert to the current legal rent in July 2023.

ORDER

- Petition T21-0013 is granted.

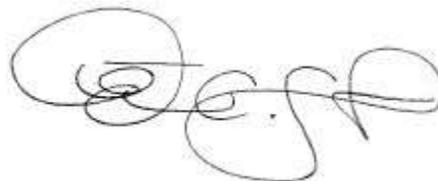
¹⁶ Regulations, § 8.22.110(F).

2. The current base rent for the subject unit is \$1,650.00
3. The total overpayment of rent by the Tenant is \$8,886.00.
4. The Tenant's rent is stated below as follows:

Base rent	\$1,650.00
Less restitution	\$ 493.67
Net Rent on January 1, 2023	\$1,156.33

5. The Tenant's rent for the months of January 2023 through June 2024 is \$1,156.33. The rent will revert to the current legal rent of \$1,650.00 in July 2024.
6. 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 when the Tenant is provided restitution.
7. Nothing in this order prevents the Owner from increasing the rent according to the laws of the Rent Adjustment Ordinance and the State of California at any time, at least 6 months after the Tenant was served with the RAP Notice.

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: November 29, 2021

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE BY ELECTRONIC MAIL

Case: T21-0013

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:

Hearing Decision

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

Muna Othman [mlaith@hotmail.com](mailto:mraith@hotmail.com)

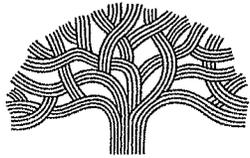
Anna Quinones anna.m.quinones.0@gmail.com

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

Date: December 6, 2021

Brittini Lothlen

Brittini Lothlen
Legal Administrative Assistant
Oakland Rent Adjustment Program



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp
RECEIVED

DEC 10 2021

RENT ADJUSTMENT PROGRAM
OAKLAND APPEAL

Appellant's Name MUNA Othman		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 3251 Martin Luther King Jr Unit # 1			
Appellant's Mailing Address (For receipt of notices) 1911 Donner Ave San Bruno, CA 94066		Case Number T21-0013	Date of Decision appealed 12/8/2021
Name of Representative (if any) MY SELF → I am looking for lawyer to hire		Representative's Mailing Address (For notices)	

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: 8.

• 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 12/8/2021, 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:

Name	Anna Quinones
Address	3251 Martin Luther King Jr Apt #1
City, State Zip	OAKland CA 94609
Name	
Address	
City, State Zip	

	12/08/2021
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

To Rent adjustment program:

There is a math errors that require the hearing Decision to be updated

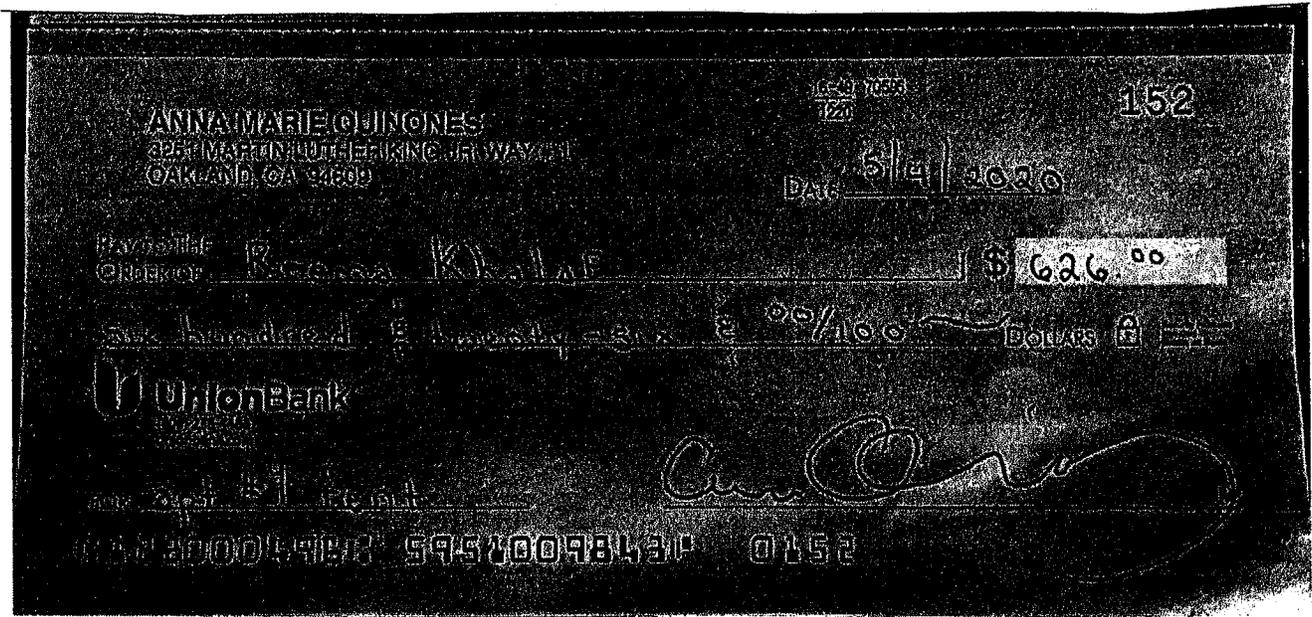
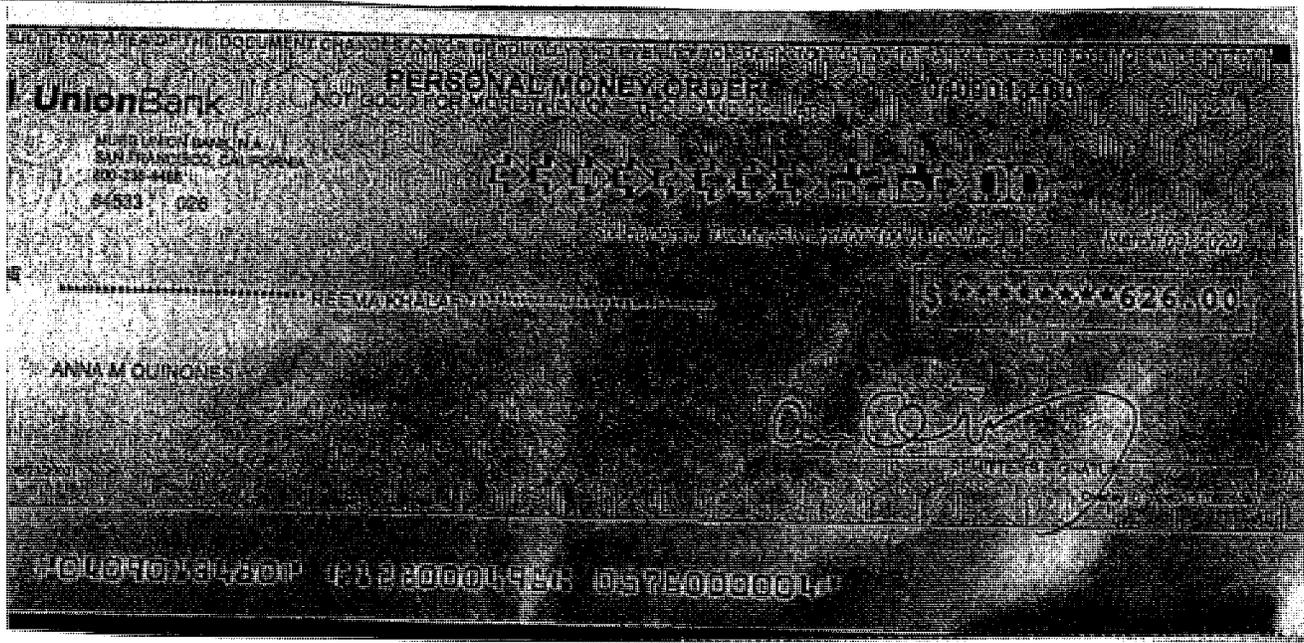
This is the rent I received from Anna from:

From	To	monthly rent paid by Anna	max Monthly rent	No of month	total
1 oct - 18	30-Sep-19	605.00	584.00	12	\$312
1 oct - 19	30-Sep 20	625	584.00	12	\$504
1-oct - 20	31-Dec 21	590	584.00	15	\$90
Total over paid rent by Anna					\$906

Attached proof of payment submitted by Anna

ALL this evidence it was in my petition respond, but the hearing Decision did not mention any thing about it.

3



oct / 2020
↓
Dec / 2021

\$ 590

4

000068



MEMORANDUM

Date: April 11, 2022
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Oliver Luby, Deputy City Attorney
Re: Appeal Summary in T20-0219, Laws v. Green Sage, LLC
Appeal Hearing Date: April 14, 2022

Property Address: 5707 San Leandro St., Unit B, Oakland, CA
Appellants/Tenant: Matthew Laws
Respondent/Owner: Green Sage, LLC

BACKGROUND

On October 20, 2020, the tenant filed a petition contesting monthly rent increases from \$1,618.86 to \$1,779, effective March 1, 2019, and from \$1,779 to \$1,992.09, effective September 1, 2020, and alleging decreased housing services. The owner did not file a response.

RULING ON THE CASE

The hearing officer issued an Administrative Decision on July 2, 2021, which was mailed to the parties on that date. The Decision stated that a prior Hearing Decision pertaining to consolidated cases regarding several units at the same subject property, T18-0372 et al., had found the subject property to be exempt from the Rent Ordinance as new construction. As a result, the Decision found that the Rent Adjustment Program lacked jurisdiction over T20-0219.

GROUND FOR APPEAL

On July 16, 2021, the tenant timely appealed the hearing officer's decision on the grounds that the denial of the petition in this case was based on a prior decision

regarding related consolidated cases¹, the tenant was concurrently appealing the decision regarding the consolidated cases, and the appeal of T20-0219 depended entirely on the outcome of the other appeal.

ISSUE

1. Should the administrative decision in T20-0219 be reconsidered after the HRRRB's decision made at its February 24, 2022, meeting regarding the same subject property in T18-0372, Amory et al. v. Green Sage, LLC?

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;

¹ The consolidated case was T18-0372 et al. and included T19-0218 filed by the tenant.

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.”

Past Board Decisions

a. New construction exemption

T18-0372, T19-0032, T19-0218, T19-0220, & T19-0251, Amory et al. v. Green Sage, LLC

Regarding a Hearing Decision that found units created from conversion of existing building space were exempt as new construction due to no evidence of prior residential use before January 1, 1983, Board remanded the Decision for reevaluation (1) in light of live/work exception (Rent Adjustment Program Regulation 8.22.030.B.2.c.i), (2) in light of the lack of any temporal cutoff for the requirement of no prior residential use in order for units created by conversion to qualify as new construction, and (3) to determine whether the owner met by preponderance of the evidence the burden of proof for establishing no prior residential use.

T00-0425, Johnson v. Obando

Board remanded Administrative Decision (which had dismissed tenant petition on the grounds that the RAP program did not have jurisdiction due to new construction) for remand hearing on owner’s exemption claim because certificate of occupancy for alteration and repairs (and not for new construction) was insufficient to establish exemption. [This Appeal Decision was made prior to the addition of the conversion portion of the new construction exemption added in 2002.]



MEMORANDUM

Date: April 11, 2022
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Oliver Luby, Deputy City Attorney
Re: Appeal Summary in T21-0013, Quinones v. Othman
Appeal Hearing Date: April 14, 2022

Property Address: 3251 Martin Luther King Jr. Way, Unit 1
Appellant/Owner: Muna Othman
Respondent/Tenant: Anna Quinones

BACKGROUND

On July 28, 2021, the tenant filed a petition contesting monthly rent increases from \$1,650 to \$1,815, effective October 1, 2018, from \$1,815 to \$1,878, effective October 1, 2019, and from \$1,878 to \$1,928, effective October 1, 2020. The owner filed a response in March of 2021. The hearing for the case was heard on May 25, 2021.

RULING ON THE CASE

The hearing officer issued a Hearing Decision on November 29, 2021, which was mailed to the parties on December 6, 2021. The Decision found that the tenant had first been given the RAP Notice on October 21, 2020, invalidated the contested rent increases, which restored the rent to \$1,650 monthly, and awarded 39 months of restitution for overpaid rent from October 1, 2018, to December 31, 2021, in the total amount of \$8,886, amortized over 18 months for a rent reduction of \$493.67 per month from January 2022 to June 2023.

GROUND FOR APPEAL

On December 10, 2021, the owner timely filed an appeal on the ground that the decision was not supported by substantial evidence. The appeal also stated that there

were math errors that require the Hearing Decision to be updated. Specifically, the owner asserted that the tenant paid only a portion of the monthly rent, including \$584 out of \$1,650 prior to October 1, 2018, \$605 beginning October 1, 2018, \$625 beginning October 1, 2019, and \$590 beginning October 1, 2020, and noted that the records of the payments received were attached to her response to the petition. Given a base rent of \$584 and the periods of payment at \$605, 625, and \$590 rates, the owner asserted that the total restitution amount for overpaid rent across 39 months is \$906.

ISSUE

1. Are there errors in the restitution award based on smaller rent payments made by the tenant?

APPLICABLE LAW AND PAST BOARD DECISIONS

1. Applicable Law

a. RAP notice

Oakland Municipal Code Section 8.22.070.H (“Notice Required to Increase Rent or Change Terms of Tenancy”), subsections 1, 4, and 6:

“1. All Rent Increase Notices. As part of any notice to increase rent or change any terms of tenancy, an owner must include:

a. Notice of the existence of this Chapter; and

b. The tenant's right to petition against any rent increase in excess of the CPI Rent Adjustment unless such rent increase is pursuant to an approved Petition.

...

4. A notice to increase rent must include the information required by Subsection 8.22.070H.1. using the language and in a form prescribed by the Rent Adjustment Program.

...

6. A rent increase is not permitted unless the notice required by this section is provided to the tenant. An owner's failure to provide the notice required by this section invalidates the rent increase or change of terms of tenancy. This remedy is not the exclusive remedy for a violation of this provision.”

2. Past Board Decisions

a. Substantial Evidence

T00-0340, -0367, & -0368, Knox v. Progeny Properties

Board will not overturn factual findings made by Hearing Officer if there is substantial evidence to support the hearing decision.

b. Failure to provide RAP notice

T19-0202, Pacheco v. Newsome

Board affirmed Hearing Decision that invalidated a series of rent increases tenant had received based on lack of RAP Notice for all but the most recent rent increase, and setting rent back to tenant's initial rent level, plus granting of rent restitution for the three years prior to petition filing date.

97-11, Brown v. Rudman

Board determined that failure to provide RAP Notice with rent increase resulted in an invalid rent increase. Tenant was granted restitution and the rent was set properly pursuant to law at time decision was reached.

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.