

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
FULL BOARD SPECIAL MEETING  
October 26, 2023  
6:00 P.M.  
CITY HALL, HEARING ROOM # 1  
ONE FRANK H. OGAWA PLAZA  
OAKLAND, CA 94612**

**AGENDA**

**PUBLIC PARTICIPATION**

The public may observe 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: Oct 26, 2023 06:00 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88091275121>

Or One tap mobile: +16699009128,,88091275121# US (San Jose),  
+16694449171,,88091275121# US

Or Telephone: Dial(for higher quality, dial a number based on your current location): +1 669 900 9128 US (San Jose), +1 669 444 9171 US, +1 719 359 4580 US, +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 646 558 8656 US (New York), +1 646 931 3860 US, +1 689 278 1000 US, +1 301 715 8592 US (Washington DC), +1 305 224 1968 US, +1 309 205 3325 US, +1 312 626 6799 US (Chicago), +1 360 209 5623 US, +1 386 347 5053 US, +1 507 473 4847 US, +1 564 217 2000 US

Webinar ID: 880 9127 5121

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**The Zoom link is to view/listen to the meeting only, not for participation.**

**PARTICIPATION/COMMENT:**

There is one way to submit public comments:

• To participate/comment during the meeting, you must attend in-person.

Comments on all agenda items will be taken during public comment at the beginning of the meeting. Comments for items not on the agenda will be taken during open forum towards the end of the meeting.

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

## HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD MEETING

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
  - a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.
4. CONSENT ITEMS
  - a. Approval of Board Minutes, 10/12/2023 (pp. 3-7)
5. APPEALS\*
  - a. L22-0065, Sukarto v. Tenants (pp. 23-140)
6. INFORMATION AND ANNOUNCEMENTS
  - a. Board Training Session—Robert’s Rules of Order (pp. 8-22)
7. SCHEDULING AND REPORTS
8. OPEN FORUM
9. ADJOURNMENT

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

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

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

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

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

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

**October 12, 2023**

**6:00 P.M.**

**CITY HALL**

**1 FRANK H. OGAWA PLAZA, HEARING ROOM #1**

**OAKLAND, CA 94612**

**MINUTES**

**1. CALL TO ORDER**

The Board meeting was administered in-person by B. Lawrence-McGowan from the Rent Adjustment Program (RAP), Housing and Community Development Department. B. Lawrence-McGowan explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Oshinuga at 6:16 p.m.

**2. ROLL CALL**

<b>MEMBER</b>	<b>STATUS</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>EXCUSED</b>
D. WILLIAMS	Tenant			X
Vacant	Tenant			
J. DEBOER	Tenant Alt.	X		
M. GOOLSBY	Tenant Alt.		X	
D. INGRAM	Undesignated			X
C. OSHINUGA	Undesignated	X		
M. ESCOBAR	Undesignated	X		
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
D. TAYLOR	Landlord			X
K. BRODFUEHRER	Landlord	X		
C. JACKSON	Landlord Alt.	X*		
Vacant	Landlord Alt.			

*\*Member C. Jackson joined the meeting at 6:18 pm.*

**Staff Present**

Braz Shabrell	Deputy City Attorney
Marguerita Fa-Kaji	Senior Hearing Officer (RAP)
Briana Lawrence-McGowan	Administrative Analyst II (RAP)

**3. PUBLIC COMMENT**

- a. No members of the public spoke during public comment.

**4. CONSENT ITEMS**

- a. Approval of Board Minutes, 9/28/2023: Member J. deBoer moved to approve the Board Minutes from 9/28/2023. Member M. Escobar seconded the motion.

The Board voted as follows:

**Aye:** C. Oshinuga, M. Escobar, J. deBoer, K. Brodfuehrer  
**Nay:** None  
**Abstain:** None

The minutes were approved.

**5. APPEALS\***

- a. T23-0019, Barragan et al. v. Mead Holding LLC

Appearances: Khalid Said Property Manager  
Grant Kirkpatrick Tenant Representative

After parties’ arguments, questions to the parties, and Board discussion, Member M. Escobar moved to affirm the Hearing Officer’s decision based upon substantial evidence and to remand the case back to the Hearing Officer for calculation of restitution for the period of 36 months prior to the petition being filed up until October 12, 2023. Member C. Jackson seconded the motion.

The Board voted as follows:

**Aye:** C. Oshinuga, M. Escobar, J. deBoer, K. Brodfuehrer, C. Jackson  
**Nay:** None  
**Abstain:** None

The motion was approved.

- b. T22-0015, Fleurentin v. Meridian Management Group

Appearances: Gregory McConnell Owner Representative  
Christa Conry Tenant Representative

After parties' arguments, questions to the parties, and Board discussion, Member C. Jackson moved to remand the case back to the Hearing Officer. Member M. Escobar seconded the motion.

Chair Oshinuga made a friendly amendment to include that:

- 1) The Hearing Officer is to make a finding on whether the petitioner was an original occupant, tenant, lawful occupant, assignee, and/or subletter while considering Civil Code Section 1954.53.(d)(2) and (d)(3).

If it is found that the individual was a tenant, make a finding as to:

- 2) When did they become a tenant?
- 3) Consider the doctrine of privity of contract and whether or not a subtenant can have privity of contract with the landlord and what the implications are of continuing the tenancy on privity of contract.

Member C. Jackson accepted the friendly amendment.

The Board voted as follows:

**Aye:** C. Oshinuga, M. Escobar, J. deBoer, K. Brodfuehrer, C. Jackson  
**Nay:** None  
**Abstain:** None

The motion was approved.

- c. K. Brodfuehrer moved to take a 5-minute break at 8:26 p.m. Member C. Jackson seconded the motion.

The Board voted as follows:

**Aye:** C. Oshinuga, M. Escobar, J. deBoer, K. Brodfuehrer, C. Jackson  
**Nay:** None  
**Abstain:** None

The motion was approved.

d. T23-0058, Brooks v. Campbell

Appearances:	Severin Campbell	Owner
	David Hall	Tenant Representative

After parties' arguments, questions to the parties, and Board discussion, Member J. deBoer moved to remand the case back to the Hearing Officer for a hearing.

Chair Oshinuga made a friendly amendment to affirm in part the Hearing Officer's decision related to the 2023 rent increase and subsequent award; and to include that the Hearing Officer may but is not required to keep the record open to accept new evidence. Member J. deBoer accepted the friendly amendment. Member C. Jackson seconded the motion.

The Board voted as follows:

**Aye:** C. Oshinuga, M. Escobar, J. deBoer, K. Brodfuehrer, C. Jackson  
**Nay:** None  
**Abstain:** None

The motion was approved.

e. Chair Oshinuga moved to reconsider the decision made in case T22-0015, Fleurentin v. Meridian Management Group. Member C. Jackson seconded the motion.

The Board voted as follows:

**Aye:** C. Oshinuga, M. Escobar, J. deBoer, K. Brodfuehrer, C. Jackson  
**Nay:** None  
**Abstain:** None

The motion was approved.

f. T22-0015, Fleurentin v. Meridian Management Group

After reconsideration of the decision made in case T22-0015, Fleurentin v. Meridian Management Group, Chair Oshinuga moved to remand the case back to the Hearing Officer and:

- 1) The Hearing Officer is to make a finding on whether the petitioner was an original occupant, tenant, lawful occupant, assignee, and/or

subletter while considering Civil Code Section 1954.53.(d)(2) and (d)(3).

If it is found that the individual was a tenant, make a finding as to:

- 2) When did they become a tenant?
- 3) Consider the doctrine of privity of contract and whether or not a subtenant can have privity of contract with the landlord and what the implications are of continuing the tenancy on privity of contract.
- 4) After making the determination of the status of the petitioner, the Hearing Officer is to then rule on the issues presented in the petition. No new hearing is required.

Member K. Brodfuehrer seconded the motion.

The Board voted as follows:

**Aye:** C. Oshinuga, M. Escobar, J. deBoer, K. Brodfuehrer, C. Jackson  
**Nay:** None  
**Abstain:** None

The motion was approved.

## **6. INFORMATION AND ANNOUNCEMENTS**

- a. None

## **7. SCHEDULING AND REPORTS**

- a. None

## **8. OPEN FORUM**

- a. No members of the public spoke during open forum.

## **9. ADJOURMENT**

- a. The meeting was adjourned at 9:53 p.m.

# Robert's Rules of Order

October 26, 2023

Kent Qian, Oakland City Attorney's Office

000008

# I. Introduction

- Parliamentary procedure in general
- Robert's formalized in the 19<sup>th</sup> century
- Regulations require Robert's (8.22.040.A.8)
- Large vs small bodies (rigid vs more permissive)
- Fills gaps in meeting rules not addressed by other law (Brown Act, Sunshine Ordinance, Regs, due process requirements)

## II. Chair

- A. Opens meeting at appointed time, after ascertaining quorum
- B. Announces & expedites business before the Board
- C. Recognizes members entitled to the floor
- D. Put proper motions to vote
- E. Decides questions of order, subject to appeal

# III. Minutes

## Content:

- Kind of meeting & name of body
- Date & time of meeting
- Presiding Chair
- Minutes approval for prior meetings
- Main motions if seconded & not withdrawn (maker, wording, disposition, amendments)
- Substance of oral committee reports
- Points of order & appeals

## IV. Committees

- Quorum = simple majority of the committee (absent different quorum rule created by the Board)
- Standing committee [continual] vs. special (“ad hoc”) committee [short term]
- Empowered to perform a function [example: ad hoc committee to develop recommendation or make report on a particular subject]
- May not adopt their own rules

# V. Motions

## Requirements for *most* (but not all) motions, especially main motions:

- Maker must have the floor (called on by chair)
- Stated in the affirmative (do something)
- Need a 2<sup>nd</sup> before discussion can begin (doesn't mean you have to support or vote for the motion)
- Permits discussion (only 1 speaker at a time)

# Types of Motions



Main motion



Subsidiary motions



Privileged motions



Incidental motions



Motions that bring  
back a question

# Subsidiary motions

Are subsidiary to the main motion

Types:

- 1. Table (undebatable)
- 2. Previous question (“call the question”) (undebatable)
- 3. Limit or extend debate (undebatable)
- 4. Postpone
- 5. Refer to committee
- 6. Amend (debatable if main motion is)

# Privileged motions

Motions unrelated to pending question that concern urgency

Types:

- Adjourn
- Recess (during pending business)
- Point of privilege (rights of member or assembly)
- Regular order of business

Can interrupt;

Except for Adjourn, no second needed & undebatable

# Incidental motions

## Questions of procedure

### Types:

- 1. Point of information (no second)
- 2. Point of order (no second)
- 3. Ask for vote by actual count rather than voice (“division”) (no second)
- 4. Withdraw of motion
- 5. Suspend the rules (Robert’s or rules adopted under Robert’s; includes taking item out of order; 2/3s vote required)
- 6. Appeal ruling of Chair

Not debatable except Appeal ruling of Chair

# Motions that bring back a question

Motions that bring back  
previously considered questions

Types:

- 1. Reconsider
- 2. Discharge duty from committee
- 3. Rescind
- 4. Take from table

## When you can interrupt

### + no second or debate

- Point of privilege
- Point of order
- Point of information
- Regular order of business

### Requires 2<sup>nd</sup> & permits debate

- Appeal ruling of Chair

## What takes precedence

- **Adjourn**
- **Recess**
- **Point of privilege**
- Regular order of business
- Table
- Previous question (“call the question”)
- Limit or extend debate
- Postpone until specific time
- Amend
- Postpone indefinitely
- Main motion

# Motions simplified



What are you trying to do with a motion?



Make it



Amend it



Challenge it



Debate it



Vote on it

# VI. Voting

- A. Determination: Usually majority vote. (2/3s rarely)
- B. Right to abstain
- C. Methods of voting: 1. Voice (“aye” & “nay”); 2. Rollcall; 3. Unanimous consent
- D. *Caveats* (which typically limit most Robert’s Voting rules to ad hoc committees & some in person meetings):
  - 1. Superseding Board regs (8.22.040.B)
  - 2. Brown Act requires that votes during teleconferenced meetings be by rollcall.

# VII. Adjournment

- Terminates meeting
- May adjourn by motion
- If scheduled & all other business on agenda concluded, Chair may adjourn without motion

## CHRONOLOGICAL CASE REPORT

Case No.: L22-0065

Case Name: Sukarto v. Tenants

Property Address: 468 Douglas Avenue, Oakland, CA 94603

Parties: Abby Sukarto (Owner)  
Alejandro Reyes (Tenant)  
Marcos Valdez (Tenant)  
Salvador Maldonado (Tenant)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Property Owner Petition filed	December 7, 2022
Notice of Incomplete Petition mailed	December 21, 2022
Property Owner Supporting Documents submitted	January 11, 2023
Hearing Date	April 26, 2023
Hearing Decision mailed	August 10, 2023
Owner Appeal filed	August 24, 2023

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

*LAA-0045 MF/AS*

**PROPERTY OWNER PETITION**

RECEIVED

DEC -7 2022

RENT ADJUSTMENT PROGRAM  
OAKLAND

**Property Address:** 468 DOUGLAS AV  
**Case:** Petition: 16286  
**Date Filed:** 12-07-2022

**PARTIES**

Party Name Address  
Owner  
Abby Sukarto  
2000 Broadway St  
#813  
San Francisco, 94115

Address Mailing Address  
2000 Broadway St  
#813  
San Francisco, 94115  
(310) 808-7753  
abby\_sukarto@yahoo.com

Party Name Address  
Tenant  
Salvador Maldonado  
474 DOUGLAS AV  
Oakland, CA 94603

Address Mailing Address  
(510) 467-8495

Party Name Address  
Tenant  
Alejandro Reyes  
468 DOUGLAS AV  
Oakland, CA 94603

Address Mailing Address  
(510) 695-4875  
reyes.alex35@gmail.com

Party Name Address  
Tenant  
Marcos Rios Valdez  
472 DOUGLAS AV  
Oakland, CA 94603

Address Mailing Address  
(510) 575-8271

**Total number of units on property** 3



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

**PROPERTY OWNER PETITION**

<b>Property Address:</b>	468 DOUGLAS AV
<b>Case:</b>	Petition: 16286
<b>Date Filed:</b>	12-07-2022
<b>Date on which you acquired the building</b>	02-11-2021
<b>Type of units</b>	Apartment, Room or Live-work
<b>Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to the tenants in each unit affected by the petition?</b>	No
<b>On what date was the RAP Notice first given?</b>	
<b>Have you paid your Oakland Business License? The property owner must have a current Oakland Business License. If it is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.)</b>	Yes
<b>Oakland Business License number</b>	00238885
<b>Have you paid the Rent Adjustment Program Service Fee (per unit)? The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. Note: If RAP fee is paid on time, the property owner may charge the tenant one half of the per-unit RAP Service fee.</b>	No



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

**PROPERTY OWNER PETITION**

**Property Address:** 468 DOUGLAS AV  
**Case:** Petition: 16286  
**Date Filed:** 12-07-2022

**Reason(s) for Petition**

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

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

**Capital Improvements**

**Number of Residential Units:** 3  
**Is Mixed Use** No

**BUILDING-WIDE CAPITAL IMPROVEMENTS**

No items to show...

**UNIT-SPECIFIC CAPITAL IMPROVEMENTS**

No items to show...

**Mediation**

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

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



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

**PROPERTY OWNER PETITION**

**Property Address:** 468 DOUGLAS AV  
**Case:** Petition: 16286  
**Date Filed:** 12-07-2022

**Consent to Electronic Service**

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

**I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this petition.** **No**

**Interpretation Services**

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

**I request an interpreter fluent in the following language at my Rent Adjustment proceeding:** **Yes , Spanish (Español)**

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

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

**The Owner provided additional documents to the RAP that exceed 25 pages and is choosing to not provide the documents to the tenant(s) unless requested.** **Yes**

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

***Abby Sukarto***

**12/7/2022**

**Signature**

**Date**



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

Housing and Community Development Department  
Rent Adjustment ProgramTEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay Service 711**NOTICE OF INCOMPLETE OWNER PETITION****CASE NAME/NUMBER: Sukarto v. Tenants/L22-0065****PROPERTY ADDRESS: 468 Douglas Ave., Oakland CA 94603**

The Rent Adjustment Program (hereinafter "RAP") received a *Property Owner Petition for a Rent Increase* from you on December 7, 2022.

The petition which you attempted to file was incomplete. The chart below indicates what is missing from your filing:

Name of Document	Needed
Proof of payment of Business License Tax	<input checked="" type="checkbox"/>
Proof of payment of the RAP Fee	<input checked="" type="checkbox"/>
Evidence that the RAP Notice was provided to all tenants affected by petition	<input type="checkbox"/>
Petition was not completed or signed under oath	<input type="checkbox"/>
For a rent increase; organized documentation showing the justification and detailing the calculations. See instructions attached.	<input checked="" type="checkbox"/>
Proof of service of the petition (and attachments where required) by first class mail or in person on all tenants in units affected by petition	<input checked="" type="checkbox"/>

Since your petition is not complete, the RAP is unable to accept the petition. You have 30 days from the date of service of this letter to provide a completed petition. If you do not do so, your petition will be dismissed.

If you have any questions or concerns, feel free to consult the undersigned by email or phone. The email address is [ASilveira@oaklandca.gov](mailto:ASilveira@oaklandca.gov) and the telephone number is (510) 631-6958.

Dated: December 20, 2022

Ava Silveira, Analyst  
Rent Adjustment Program

<input type="checkbox"/> <b>Increased Housing Service Costs</b>	<p>Allows a rent increase above the CPI where there has been an increase in the total of net operating costs related to the use or occupancy of the property. Calculated by comparing 2 most recent years of all net costs, averaged monthly and divided by the number of units and average gross monthly income. Replaces CPI increase for current year; applies to all units.</p>	<ul style="list-style-type: none"> <li>✓ <b>Complete</b> Worksheet B on page 5 of this petition.</li> <li>✓ <b>Attach</b> documentation of ALL income and expenses* related to the subject property for the two most recent consecutive years (including all information requested by Worksheet B). Documentation of all expenses is required, not only for expenses that have increased. Documentation should be organized by category and year. *Note: Expenses do not include mortgage payments or property taxes.</li> </ul>
<input type="checkbox"/> <b>Fair Return</b>	<p>Allows a rent increase where owner is being denied a fair return on investment in the property, as measured by the net operating income (NOI). Cannot be combined with any other grounds for increase. Replaces CPI increase for all years; applies to all units.</p>	<ul style="list-style-type: none"> <li>✓ <b>Complete</b> Worksheet C on page 6 of this petition.</li> <li>✓ <b>Attach</b> organized documentation of gross income (including total of gross rents lawfully collectible from property at 100% occupancy, plus any other consideration received or receivable) and gross costs (e.g., property taxes, housing service costs, and amortized cost of capital improvements) for the subject property for the current and base year (2014). If information about 2014 is not available the Hearing Officer may authorize use of a different year, if good cause is shown. *Note: Costs do not include mortgage expenses.</li> </ul>
<input type="checkbox"/> <b>Banking</b>	<p>Refers to deferred allowable annual rent increases. Annual CPI increases that were not fully applied may be carried over ("banked") for up to 10 years. Increases based solely on banking do not require prior approval, but such increases may be sought in conjunction with petitions based on other grounds/justifications.</p>	<ul style="list-style-type: none"> <li>✓ Increase would not exceed 3x the current CPI or the amount permitted by Oakland law (whichever is lower), or constitute an overall increase of &gt;30% over the past 5 years.</li> <li>✓ <b>Complete</b> Worksheet D on page 7 of this petition.</li> <li>✓ <b>Attach</b> documentation of tenant's rental history, including proof of current rent amount and all other information requested by Worksheet D.</li> </ul>
<input type="checkbox"/> <b>Additional Occupant(s)</b>	<p>Allows a rent increase in an amount up to 5% for additional occupants above the base occupancy level. Does not apply to certain additional occupants who are covered family members, legal guardians, and/or caretakers/attendants of existing tenants/occupants. See O.M.C. § 8.22.020 for more details.</p>	<ul style="list-style-type: none"> <li>✓ Total number of occupants has increased above the base occupancy level as defined by O.M.C. § 8.22.020.</li> <li>✓ Additional occupant(s) not exempted from increase due to relationship with existing tenant/occupant.</li> <li>✓ <b>Attach</b> documentation demonstrating base occupancy level and the addition of non-exempt occupant(s).</li> </ul>
<input type="checkbox"/> <b>Tenant Not Residing in Unit as Principal Residence</b>	<p>If the tenant(s) no longer reside in the unit as their principal residence, an owner may increase the rent by any amount. See O.M.C. § 8.22.070.C.1.f and the implementing regulations of the Rent Adjustment Ordinance, § 8.22.020 ("Principal Residence") and Appendix A, § 10.7.</p>	<ul style="list-style-type: none"> <li>✓ <b>Attach</b> evidence showing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed.</li> </ul>

## WORKSHEET C FAIR RETURN

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

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



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

## **NOTICE TO TENANTS OF PROPERTY OWNER PETITION**

### **ATTENTION: IMMEDIATE ACTION REQUIRED**

If you are receiving this NOTICE together with a completed PROPERTY OWNER PETITION form, it means that the owner of your unit has filed a case against you with the Oakland Rent Adjustment Program ("RAP") (commonly referred to as the "Rent Board").

➤ **YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).**

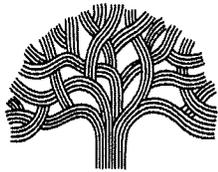
➤ TO RESPOND:

- 1) Complete a **TENANT RESPONSE** form found on the RAP website.  
(<https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program>)
- 2) Serve a copy of your **TENANT RESPONSE** form on the owner (or the owner's representative) by mail or personal delivery.
- 3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available as a stand-alone document) and provide a copy to the owner (or owner's representative) together with your **TENANT RESPONSE** form.
- 4) Submit your **TENANT RESPONSE** form and completed **PROOF OF SERVICE\*** form to RAP through RAP's online portal, via email, or by mail.

*\*Note: The Response will not be considered complete until a PROOF OF SERVICE is filed indicating that the owner has been served with a copy.*

**DOCUMENT REVIEW:** There may be additional documents that were submitted in support of the owner petition that were not provided to you (see "DOCUMENTATION IN EXCESS OF 25 PAGES" on page 9 of the petition). All documents are available for review at RAP. You may also request paper copies from the owner in your TENANT RESPONSE. The owner must then provide them to you within 10 days.

**FOR ASSISTANCE:** Contact a RAP Housing Counselor at (510) 238-3721 or by email at [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov). Additional information is also available on the RAP website and on the TENANT RESPONSE form.



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

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

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

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

On the following date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ I served a copy of (check all that apply):

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

by the following means (check one):

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

**PERSON(S) SERVED:**

Name	
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	

Name	
Address	
City, State, Zip	

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

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

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

DATE SIGNED

**PROOF OF SERVICE**  
**Case Number L22-0065**

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

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

**Documents Included**

Notice of Incomplete Owner Petition  
Notice to Tenants of Property Owner Petition  
Worksheet C: Fair Return  
Proof of Service form

**Owner**

Abby Sukarto  
2000 Broadway St #813  
San Francisco, CA 94115

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 21, 2022** in Oakland, CA.



---

Ava Silveira  
Oakland Rent Adjustment Program

**000034**

**WORKSHEET C**  
**FAIR RETURN**

**Petitions based on Fair Return must include the below information.** *Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.*

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

**2014 rent**

Unit		468			472			474		
Year	% CPI	Rent	% increase	Banked CPI	Rent	% increase	Banked CPI	Rent	% increase	Banked CPI
2002	0.6									
2003	3.6									
2004	0.7									
2005	1.9							\$ 600.00	0.00	0.00
2006	3.3	\$ 600.00	0.00	0.00	\$ 600.00	0.00	0.00	\$ 600.00	0.00	3.30
2007	3.3	\$ 600.00	0.00	3.30	\$ 600.00	0.00	3.30	\$ 600.00	0.00	6.60
2008	3.2	\$ 600.00	0.00	6.50	\$ 600.00	0.00	6.50	\$ 600.00	0.00	9.80
2009	0.7	\$ 600.00	0.00	7.20	\$ 600.00	0.00	7.20	\$ 600.00	0.00	10.50
2010	2.7	\$ 600.00	0.00	9.90	\$ 600.00	0.00	9.90	\$ 600.00	0.00	13.20
2011	2	\$ 600.00	0.00	11.90	\$ 600.00	0.00	11.90	\$ 600.00	0.00	15.20
2012	3	\$ 600.00	0.00	14.90	\$ 600.00	0.00	14.90	\$ 600.00	0.00	18.20
2013	2.1	\$ 600.00	0.00	17.00	\$ 600.00	0.00	17.00	\$ 600.00	0.00	20.30
2014	1.9	\$ 600.00	0.00	18.90	\$ 600.00	0.00	18.90	\$ 600.00	0.00	22.20
2015	1.7	\$ 600.00	0.00	20.60	\$ 600.00	0.00	20.60	\$ 600.00	0.00	23.90
2016	2	\$ 600.00	0.00	22.60	\$ 600.00	0.00	22.60	\$ 600.00	0.00	25.90
2017	2.3	\$ 600.00	0.00	24.90	\$ 600.00	0.00	24.90	\$ 600.00	0.00	28.20
2018	3.4	\$ 600.00	0.00	28.30	\$ 600.00	0.00	28.30	\$ 600.00	0.00	31.60
2019	3.5	\$ 700.00	16.67	15.13	\$ 700.00	16.67	15.13	\$ 700.00	16.67	18.43
2020	2.7	\$ 750.00	7.14	10.69	\$ 750.00	7.14	10.69	\$ 750.00	7.14	13.99
2021	1.9	\$ 764.25	1.90	10.69	\$ 764.25	1.90	10.69	\$ 764.25	1.90	13.99
2022	3	\$ 787.18	3.00	10.69	\$ 787.18	3.00	10.69	\$ 787.18	3.00	13.99



CALIFORNIA ASSOCIATION OF REALTORS®

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

DocuSigned by: Carlos B... 12/12/2020 | 3:27 PM EST

Tenant: Alejandro Reyes
Premises: 468 Douglas Ave, Oakland, CA 94603-2908

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

1. LEASE TERMS:

- A. ( ) If checked) A copy of the Lease is attached hereto.
B. Date of the Lease: 06/2008
C. Name of the current Landlord: Jerry Brown
D. Name of the current Tenant: Alejandro Reyes
E. Current monthly base rent: \$ 750, paid through:
F. Security deposit: \$ 600 Other deposits: \$
G. Expiration date of current term: None

Received 1 Page
Buyer Date
Buyer Date

- H. Number and Location of Parking Spaces: 3, side of the house
I. Number and Location of Storage Spaces: basement
J. Who pays utilities services: Water: ( ) Landlord (X) Tenant; Electric: ( ) Landlord (X) Tenant; Gas: ( ) Landlord (X) Tenant; Waste Disposal: (X) Landlord ( ) Tenant; Gardener: ( ) Landlord (X) Tenant; Sewer: ( ) Landlord (X) Tenant; Other: WM (X) Landlord ( ) Tenant;
K. Who owns appliances: Stove: ( ) Landlord (X) Tenant; Refrigerator: ( ) Landlord (X) Tenant; Washer/Dryer: ( ) Landlord (X) Tenant; Microwave: ( ) Landlord (X) Tenant; Other: Boiler (X) Landlord ( ) Tenant.

2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease:

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

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

Date: DEC 12/02/20 Tenant: Alejandro Reyes

Tenant signature line

By Title Jere Brown
Landlord or Manager

Receipt Acknowledged
Date:

By Title

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TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

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

DocuSigned by:  
Carlene Zee  
12/12/2020 1:3:27 PM EST

Tenant: Marcos Rios Valdez  
Premises: 468 Douglas Ave, Oakland, CA 94601-2900 472 Douglas Ave

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

1. LEASE TERMS:
- A. ( If checked) A copy of the Lease is attached hereto.
  - B. Date of the Lease: \_\_\_\_\_
  - C. Name of the current Landlord: \_\_\_\_\_
  - D. Name of the current Tenant: \_\_\_\_\_
  - E. Current monthly base rent: \$ 12, paid through: \_\_\_\_\_
  - F. Security deposit: \$ 500 Other deposits: \$ \_\_\_\_\_
  - G. Expiration date of current term: \_\_\_\_\_

Received \_\_\_\_\_ 1 Page  
Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

- H. Number and Location of Parking Spaces: 2
- I. Number and Location of Storage Spaces: 1
- J. Who pays utilities services: Water:  Landlord  Tenant; Electric:  Landlord  Tenant; Gas:  Landlord  Tenant; Waste Disposal:  Landlord  Tenant; Gardener:  Landlord  Tenant; Sewer:  Landlord  Tenant; Other: Flooring/Painting  Landlord  Tenant;
- K. Who owns appliances: Stove:  Landlord  Tenant; Refrigerator:  Landlord  Tenant; Washer/Dryer:  Landlord  Tenant; Microwave:  Landlord  Tenant; Other: \_\_\_\_\_  Landlord  Tenant.

2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease:

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

Date: 12/03/20  \_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

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

Receipt Acknowledged Landlord or Manager

Date: \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

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TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

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

Tenant: Salvador Maldonado  
Premises: ~~468 Douglas Ave, Oakland, CA 94603-2908~~ 474 Douglas Ave Oakland CA 94603

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

1. LEASE TERMS:

Received	1 Page
Buyer	Date
Buyer	Date

- A.  If checked) A copy of the Lease is attached hereto.
- B. Date of the Lease: \_\_\_\_\_
- C. Name of the current Landlord: \_\_\_\_\_
- D. Name of the current Tenant: Salvador Maldonado
- E. Current monthly base rent: \$ 750, paid through: \_\_\_\_\_
- F. Security deposit: \$ ~~4000~~ Other deposits: \$ \_\_\_\_\_
- G. Expiration date of current term: \_\_\_\_\_

- H. Number and Location of Parking Spaces: 2
- I. Number and Location of Storage Spaces: 1
- J. Who pays utilities services: Water:  Landlord  Tenant; Electric:  Landlord  Tenant; Gas:  Landlord  Tenant; Waste Disposal:  Landlord  Tenant; Gardener:  Landlord  Tenant; Sewer:  Landlord  Tenant; Other: \_\_\_\_\_  Landlord  Tenant; Other: \_\_\_\_\_  Landlord  Tenant.
- K. Who owns appliances: Stove:  Landlord  Tenant; Refrigerator:  Landlord  Tenant; Washer/Dryer:  Landlord  Tenant; Microwave:  Landlord  Tenant; Other: Floor painting  Landlord  Tenant.

2. The Tenant represents that the original Lease remains in full force and effect and constitutes the entire agreement between Tenant and Landlord, except for the following modifications, amendments, addendums, assignments, extensions, and/or preferential rights or options to purchase/lease:

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

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

Date: 12/03/2020 Salvador Maldonado Barajas  
Tenant  
Maria Guadalupe Huerta  
Tenant

By \_\_\_\_\_ Title \_\_\_\_\_  
DocuSigned by: *Jere Brown*  
12/7/2020 | 3:28 PM EST Jere Brown  
Landlord or Manager

Receipt Acknowledged  
Date: \_\_\_\_\_

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

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TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)



# 2014 property tax

**Property tax payment for 2014**

<b>Fiscal year</b>	<b>Type of assessment</b>	<b>Due in 2013</b>	<b>Due in 2014</b>	<b>Due in 2015</b>	<b>Paid fee</b>	<b>Paid date</b>	<b>Total payment</b>
7/1/2013-6/30/2014	Secured	\$1,058.42	<b><i>\$1,058.42</i></b>			3/20/2014	<b><i>\$1,058.42</i></b>
7/1/2014-6/30/2015	Secured		<b><i>\$1,089.98</i></b>	\$1,089.98		11/26/2014	<b><i>\$1,089.98</i></b>
<b>Total property tax payment for 2014</b>							<b>\$2,148.40</b>

For Fiscal Year Beginning **July 1, 2013 and Ending June 30, 2014**

**ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT**

Donald R. White, Treasurer and Tax Collector  
1221 Oak Street, Room 131  
Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
<b>45-5364-11</b>	<b>09873300</b>	17-032	

Location of Property  
**468 DOUGLAS AVE, OAKLAND**  
Assessed to on January 1, 2013

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE  
PER CA GOV CODE §6254.21

**THIS IS NOT AN OFFICIAL BILL**

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Ad Valorem Tax
COUNTYWIDE TAX	1.0000 %	489.79
VOTER APPROVED DEBT SERVICE:		
CITY OF OAKLAND 1	0.1985 %	97.23
SCHOOL UNIFIED	0.1780 %	87.18
SCHOOL COMM COLL	0.0419 %	20.52
BAY AREA RAPID TRANSIT	0.0075 %	3.67
EAST BAY REGIONAL PARK	0.0078 %	3.82
EBMUD SPEC DIST 1	0.0066 %	3.23
<b>TOTAL AD VALOREM TAX (AV TAX)</b>	<b>1.4403 %</b>	<b>705.44</b>

**Please Read Important Messages**

A fee of \$61.00 will be imposed on all returned or dishonored payments.

ECheck is free of charge; Accepted through June 30, 2014 @<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/propertytax/>, mobile @[www.acgov.org/mobile/apps/](http://www.acgov.org/mobile/apps/) through June 30, 2014. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

Subscribe to receive email alerts about important property tax dates online @<http://www.acgov.org/propertytax/>.

This bill is as of May 12, 2022 5:42 PM and may not include pending payments and roll corrections.

**Please See Reverse For More Information**

**Tax Collector's Office**  
Payment Questions/Credit Card Payments  
(510) 272-6800

**Assessor's Office**  
Valuation/Exemption  
(510) 272-3787 (510) 272-3770

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	800-273-5167	3.50
CSA PARAMEDIC	800-441-8280	85.08
CSA VECTOR CONTROL	800-273-5167	14.40
CITY EMERG MEDICAL	510-238-3704	25.94
CITY PARAMEDIC SRV	510-238-3704	20.66
CSA LEAD ABATEMENT	510-567-8280	30.00
SCHOOL MEASURE G	510-879-8884	195.00
PERALTA CCD MEAS B	800-792-8021	48.00
VIOLENCE PREV TAX	510-238-3704	200.04
FLOOD BENEFIT 12	510-670-5762	16.00
CSA VECTOR CNTRL B	800-273-5167	5.62
MOSQUITO ASSESS 2	800-273-5167	3.44
AC TRANSIT MEAS VV	877-299-1190	96.00
CITY LIBRARY SERV	510-238-3704	187.56
EBMUD WETWEATHER	510-287-1852	247.02
EAST BAY TRAIL LLD	800-676-7516	8.16
EBRP PARK SAFETY/M	800-676-7516	24.84
CITY LANDSCP/LIGHT	510-238-3704	200.14
<b>Total Fixed Charges and/or Special Assessments</b>		<b>1,411.40</b>

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	10,751		
FIXTURES	38,228		
TOTAL REAL PROPERTY	48,979		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	48,979	1.4403 %	705.44
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
<b>TOTAL AD VALOREM TAX</b>	<b>48,979</b>	<b>1.4403 %</b>	<b>705.44</b>
<b>Ad Valorem Tax plus Special Assessments</b>			<b>2,116.84</b>
<b>First Installment</b>	<b>Second Installment</b>	<b>Total Amount Due</b>	
<b>PAID \$ 1,058.42</b>	<b>PAID \$ 1,058.42</b>	<b>\$ 2,116.84</b>	

**SECOND INSTALLMENT PAYMENT, 2013-2014**

PARCEL NO. 45-5364-11  
TRACER NO. 09873300

**2**

**INTERNET COPY**

**THIS AMOUNT DUE FEB 1, 2014 ==> PAID \$ 1,058.42**



After APRIL 10, 2014 pay

(Includes delinquent penalty of 10% and \$10.00 cost)

**PAID MAR 20, 2014**

**FIRST INSTALLMENT PAYMENT, 2013-2014**

PARCEL NO. 45-5364-11  
TRACER NO. 09873300

**1**

**INTERNET COPY**

**THIS AMOUNT DUE NOV 1, 2013 ==> PAID \$ 1,058.42**



After DECEMBER 10, 2013 pay

(Includes delinquent penalty of 10%)

**PAID NOV 5, 2013**

<b>Total Additional Fixed Charges and/or Special Assessments</b>		

- Property Assessment and Attachment of Tax Lien:** The Assessor annually assesses all the property in the county, except state-assessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.
  - If you disagree with a change in the assessed value as shown on the tax bill, you may have the right to an informal assessment review by contacting the Assessor's Office. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board from July 2 to September 15. The Assessment Appeals Board may be contacted at the County Administration Building, Room 536, 1221 Oak Street, Oakland, California 94612 or by calling (510) 272-6352.
  - Application for review and equalization of an assessment made outside of the regular assessment period must be filed with the Alameda County Assessment Appeals Board no later than 60 days from the first notification of that assessment.
- Your Tax Collector does not determine the amount you pay in taxes.** Tax amounts are computed by multiplying the property's full value by the tax rates of the various taxing agencies. Fixed charges and/or special assessments such as Flood Control Benefit Assessment, sewer service, special assessment improvement bond charges, delinquent garbage liens, etc. from cities and districts are added to the computed tax amounts to arrive at the total amount due on the bill.
- The Total Amount Due is payable in two installments:**
  - The 1st installment is due on **NOVEMBER 1, 2013** and is delinquent at 5 p.m. **DECEMBER 10, 2013** after which a 10% penalty attaches.
  - The 2nd installment is due on **FEBRUARY 1, 2014** and is delinquent at 5 p.m. **APRIL 10, 2014** after which a 10% penalty and \$10 cost attach.
  - In order to pay both installments at the same time, remit the **TOTAL AMOUNT DUE** with both installment payment stubs by DECEMBER 10, 2013.
  - If above delinquent due dates fall on a Saturday, Sunday, or legal holiday, no penalty is charged if payment is made by 5 p.m. on the next business day.
- If the amount due is unpaid at 5 p.m. June 30, 2014,** it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. If June 30 falls on a Saturday, Sunday, or legal holiday, no redemption penalties shall attach if payment is made by 5 p.m. on the next business day. Property delinquent for the first year shall be declared defaulted for non-payment of taxes. After 5 years, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

**IMPORTANT REMINDERS**

- Partial payments are not acceptable - payments made for less than the total installment due will be returned to the taxpayer.
- Notices will not be mailed when the second installment is due. Mark your calendar or subscribe to e-mail alerts online @ [www.acgov.org/propertytax](http://www.acgov.org/propertytax).
- Filing an application for reduced assessment does not relieve the applicant from the obligations to pay the taxes on the subject property before the applicable due date shown on the tax bill. If a reduction is granted, a proportionate refund of taxes will be made by the County Auditor's Office.
- New owners and present owners with new construction may be required to pay a Supplemental tax bill. Supplemental tax bills are separate from and in addition to this annual bill and any previous or subsequent Supplemental bills.

**SEND THIS STUB WITH YOUR 2nd INSTALLMENT PAYMENT**

**Due: FEBRUARY 1, 2014**  
Delinquent: 5 p.m., APRIL 10, 2014

**Do Not Use This Stub After June 30, 2014**  
2nd INSTALLMENT PAYMENT CANNOT BE ACCEPTED UNLESS 1st INSTALLMENT IS PAID

**SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT**

**Due: NOVEMBER 1, 2013**  
Delinquent: 5 p.m., DECEMBER 10, 2013

**Do Not Use This Stub After June 30, 2014**  
TO PAY BOTH INSTALLMENTS SEND **BOTH** STUBS

**5. Full Value Exemption Legend:**

- |                          |                            |
|--------------------------|----------------------------|
| <b>C-</b> Church         | <b>D-</b> Welfare/Hospital |
| <b>G-</b> Cemetery       | <b>H-</b> Homeowner        |
| <b>M-</b> Miscellaneous  | <b>R-</b> Religious        |
| <b>S-</b> Public School  | <b>V-</b> Veteran          |
| <b>W-</b> Welfare/Others | <b>X-</b> Combination      |

**6. Homeowners' Exemption.** If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2013, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2013. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program.

**7. Questions about property valuation, exemptions, payments and fixed charges and/or special assessments** should be directed to the telephone numbers indicated on the front of this bill.

**8. Property Tax Assistance for Senior Citizens, Blind, or Disabled Persons:** The state budget does not include funding for the Gonsalves-Deukmejian-Petris Senior Citizens Property Tax Assistance Law. Therefore the Franchise Tax Board (FTB) will **not** issue Homeowner and Renter Assistance (HRA) Program instruction booklets and will not accept HRA claims. For the most current information on the HRA Program, go to [ftb.ca.gov](http://ftb.ca.gov) and search for **HRA**.

**9. Property Tax Postponement for Senior Citizens, Blind, or Disabled Persons:** Chapter 4, Statutes of 2009, suspended the Senior Citizens' Property Tax Deferral Program effective February 20, 2009. As a result of the program suspension, the State Controller no longer accepts applications for property tax postponement. For the most current information on the Property Tax Postponement program please visit the Controller's website at [sco.ca.gov](http://sco.ca.gov) (Public Services).

# 2014-2015 INTERNET COPY

For Fiscal Year Beginning July 1, 2014 and Ending June 30, 2015

## ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

Donald R. White, Treasurer and Tax Collector  
1221 Oak Street, Room 131  
Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
45-5364-11	09886500	17-032	

Location of Property  
468 DOUGLAS AVE, OAKLAND  
Assessed to on January 1, 2014

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE  
PER CA GOV CODE §6254.21

**THIS IS NOT AN OFFICIAL BILL**

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Ad Valorem Tax
COUNTYWIDE TAX	1.0000 %	492.01
VOTER APPROVED DEBT SERVICE:		
CITY OF OAKLAND 1	0.2042 %	100.46
SCHOOL UNIFIED	0.1745 %	85.86
SCHOOL COMM COLL	0.0412 %	20.27
BAY AREA RAPID TRANSIT	0.0045 %	2.21
EAST BAY REGIONAL PARK	0.0085 %	4.18
EBMUD SPEC DIST 1	0.0047 %	2.31
<b>TOTAL AD VALOREM TAX (AV TAX)</b>	<b>1.4376 %</b>	<b>707.30</b>

### Please Read Important Messages

A fee of \$61.00 will be imposed on all returned or dishonored payments.

ECheck is free of charge; Accepted through June 30, 2015 @<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/propertytax/>, mobile @[www.acgov.org/mobile/apps/](http://www.acgov.org/mobile/apps/) through June 30, 2015. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

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This bill is as of May 12, 2022 5:43 PM and may not include pending payments and roll corrections.

### Please See Reverse For More Information

Tax Collector's Office  
Payment Questions/Credit Card Payments  
(510) 272-6800

Assessor's Office  
Valuation/Exemption  
(510) 272-3787 (510) 272-3770

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
MOSQUITO ABATEMENT	800-273-5167	3.50
CSA PARAMEDIC	800-441-8280	87.14
CSA VECTOR CONTROL	800-273-5167	14.40
CITY EMERG MEDICAL	510-238-3704	26.52
CITY PARAMEDIC SRV	510-238-3704	21.10
CSA LEAD ABATEMENT	510-567-8280	30.00
SCHOOL MEASURE G	510-879-8884	195.00
PERALTA CCD MEAS B	800-792-8021	48.00
VIOLENCE PREV TAX	510-238-3704	204.44
FLOOD BENEFIT 12	510-670-5762	16.00
HAZ WASTE PROGRAM	877-786-7927	28.64
CSA VECTOR CNTRL B	800-273-5167	5.62
MOSQUITO ASSESS 2	800-273-5167	3.44
AC TRANSIT MEAS VV	877-299-1190	96.00
CITY LIBRARY SERV	510-238-3704	191.70
EBMUD WETWEATHER	510-287-1852	268.02
EAST BAY TRAIL LLD	800-676-7516	8.16
EBRP PARK SAFETY/M	800-676-7516	24.84
CITY LANDSCP/LIGHT	510-238-3704	200.14
<b>Total Fixed Charges and/or Special Assessments</b>		<b>1,472.66</b>

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	10,800		
FIXTURES	38,401		
TOTAL REAL PROPERTY	49,201		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	49,201	1.4376 %	707.30
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
<b>TOTAL AD VALOREM TAX</b>	<b>49,201</b>	<b>1.4376 %</b>	<b>707.30</b>
<b>Ad Valorem Tax plus Special Assessments</b>			<b>2,179.96</b>
<b>First Installment</b>	<b>Second Installment</b>	<b>Total Amount Due</b>	
<b>PAID \$ 1,089.98</b>	<b>PAID \$ 1,089.98</b>	<b>\$ 2,179.96</b>	

## SECOND INSTALLMENT PAYMENT, 2014-2015

PARCEL NO. 45-5364-11  
TRACER NO. 09886500

**2**

**INTERNET COPY**

**THIS AMOUNT DUE FEB 1, 2015 ==> PAID \$ 1,089.98**

After APRIL 10, 2015 pay



(Includes delinquent penalty of 10% and \$10.00 cost)

**PAID MAR 13, 2015**

## FIRST INSTALLMENT PAYMENT, 2014-2015

PARCEL NO. 45-5364-11  
TRACER NO. 09886500

**1**

**INTERNET COPY**

**THIS AMOUNT DUE NOV 1, 2014 ==> PAID \$ 1,089.98**

After DECEMBER 10, 2014 pay



(Includes delinquent penalty of 10%)

**PAID NOV 26, 2014**

000045

**10**

<b>Total Additional Fixed Charges and/or Special Assessments</b>		

- 1. Property Assessment and Attachment of Tax Lien:** The Assessor annually assesses all the property in the county, except state-assessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.
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Delinquent: 5 p.m., APRIL 10, 2015

**Do Not Use This Stub After June 30, 2015**  
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**SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT**

**Due: NOVEMBER 1, 2014**  
Delinquent: 5 p.m., DECEMBER 10, 2014

**Do Not Use This Stub After June 30, 2015**  
TO PAY BOTH INSTALLMENTS SEND **BOTH** STUBS

**5. Full Value Exemption Legend:**

- |                          |                            |
|--------------------------|----------------------------|
| <b>C-</b> Church         | <b>D-</b> Welfare/Hospital |
| <b>G-</b> Cemetery       | <b>H-</b> Homeowner        |
| <b>M-</b> Miscellaneous  | <b>R-</b> Religious        |
| <b>S-</b> Public School  | <b>V-</b> Veteran          |
| <b>W-</b> Welfare/Others | <b>X-</b> Combination      |

**6. Homeowners' Exemption.** If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2014, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2014. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program.

**7. Questions about property valuation, exemptions, payments and fixed charges and/or special assessments** should be directed to the telephone numbers indicated on the front of this bill.

# **2014 business tax license**

**Estimated business tax license in 2014**

<b>Tax calculation</b>	<b>Input</b>	<b>Amount</b>
2021 gross receipts	\$21,600	\$301.32
BT SB1186 (AB1379)		\$4.00
BT recordation and tax		\$4.50
<b>Rent Adjustment Program (RAP) calculation</b>		
a. Total # units per Alameda country records	3	\$303.00
<b>Total due</b>		<b>\$612.82</b>

**2021 rent**

**2021 rent**

<b>Rent</b>	<b>Unit 468</b>	<b>Unit 472</b>	<b>Unit 474</b>
2/11-2/28	\$500	\$500	\$500
Mar	\$750	\$750	\$750
Apr	\$750	\$750	\$750
May	\$750	\$750	\$750
June	\$750	\$750	\$750
July	\$750	\$750	\$750
August	\$750	\$750	\$750
September	\$750	\$750	\$750
October	\$764.25	\$764.25	\$764.25
November	\$764.25	\$764.25	\$764.25
December	\$764.25	\$764.25	\$764.25
<b>Total</b>	<b>\$8,042.75</b>	<b>\$8,042.75</b>	<b>\$8,042.75</b>
<b>Total 3 units</b>	<b>\$24,128.25</b>		

**Placer Title Company**

883 G Island Drive  
Alameda, CA 94502  
(510) 865-4192

File Number: **P-451492**  
Loan Number: **83372946**  
Loan Amount: **\$318,750.00**  
Sales Price: **\$425,000.00**  
Close Date: **2/11/2021**  
Disbursement Date: **2/11/2021**  
Date Prepared: **2/11/2021 1:06:19 PM**

**BUYER(S) FINAL CLOSING STATEMENT**

Type: **Sale**  
Property: **468 DOUGLAS AVENUE  
OAKLAND, CA 94603 (ALAMEDA)  
(045-5364-011)**

Certified True and Correct Copy

  
Placer Title Company

Buyer(s): **ABBY SUKARTO, ASTRUSTEE OF THE ABBY SUKARTO TRUST DATED JANUARY  
22, 2021  
2000 Broadway  
Suite 813  
San Francisco, CA 94115**

Lender: **HomeBridge Financial Services, Inc. ISAOA/ATIMA  
194 Wood Ave South, 9th Floor, Iselin, NJ 08830**

Description	P.O.C.	Debit	Credit
<b>Deposits, Credits, Debits</b>			
Sale Price of Property		\$425,000.00	
Deposit or Earnest Money from Abby Sukarto, asTrustee of the Abby Sukarto Trust dated January 22, 2021			\$12,750.00
Closing costs			\$5,000.00
funds to close from Abby Sukarto, asTrustee of the Abby Sukarto Trust dated January 22, 2021			\$99,098.04
<b>Prorations</b>			
2nd installment 2020-2021 property taxes 1/1/2021 to 2/11/2021 @ \$1,479.11/Six Months			\$328.69
Rent Received by Seller for February for 468 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Rent Received by Seller for February for 472 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Rent Received by Seller for February for 474 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Security Deposit for 472			\$500.00
Security Deposit for 474			\$500.00
Security Deposit for 468			\$600.00
<b>New Loans</b>			
Loan Amount			\$318,750.00
0.5000% of Loan Amount (Points)		\$1,593.75	
(POCB) Appraisal Fee to Apple Appraisal	\$875.00		
Credit Report to Factual Data		\$60.00	
Tax Service to Corelogic		\$70.00	
Flood Certification to ServiceLink National Flood		\$6.25	
Prepaid Interest ( \$31.6600 per day from 2/10/2021 to 3/1/2021 )		\$601.54	
Homeowner's Insurance Premium to Foremost County Mutual		\$1,190.00	
Underwriting Fee to HomeBridge Financial Services, Inc. ISAOA/ATIMA		\$695.00	
Processing Fee to HomeBridge Financial Services, Inc. ISAOA/ATIMA		\$895.00	
<b>Title Charges</b>			
Title - Lender's coverage \$318,750.00 Premium \$671.00 to Placer Title Company		\$671.00	
Title - Owner's Title Insurance \$425,000.00 Premium \$1,298.00 to Placer Title Company		\$1,298.00	
Title - ALTA 8.1-06/CLTA 110.9-06 (Environmental) Endorsement(s) to Placer Title Company		\$25.00	
Title - CLTA 100-06 (Restrictions) Endorsement(s) to Placer Title Company		\$0.00	
Title - CLTA 116-06 (Designation of Improvements, Address) Endorsement(s) to Placer Title Company		\$0.00	
Title - Settlement or closing fee \$1,105.00 to Placer Title Company		\$1,105.00	
Title - Signing Service to Sandra Schuitema		\$175.00	
Title - Recording Service Fee to SYNREGO		\$18.00	

<b>Government Recording and Transfer Charges</b>			
City Deed Tax/Stamps \$6,375.00 to City of Oakland		\$3,187.50	
Recording fees: Deed \$17.00		\$17.00	
Mortgage \$84.00		\$84.00	
<b>Additional Settlement Charges</b>			
2nd install 2020-2021 Taxes to be paid to Treasurer Tax Collector, Alameda County		\$1,479.11	
TC fee to Rainbow		\$500.00	
<b>Totals</b>		\$438,671.15	\$439,026.73

**Balance Due TO Borrower:** \$355.58

Proceeds paid as:  
 \$355.58 to Abby Sukarto, asTrustee of the Abby Sukarto Trust dated January 22, 2021

THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT  
(Properties Exempt from AB 1482)

TO: Alfonso Reyes  
*All Residents (tenants and subtenants) in possession (full name) and all others in possession*  
of the premises located at:

468 Douglas Ave, Unit # (if applicable) \_\_\_\_\_  
*(Street Address)*  
Oakland, CA 94603  
*(City) (Zip)*

You are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or 10/1/2021, whichever is later, your monthly rent which is payable in advance on or before the 5th  
*(Date)*

day of each month, will be the sum of \$ 764.25, instead of \$ 750.00, the current monthly rent.  
*(1.9% CPI)*  
Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.  
Alfonso Reyes  by \_\_\_\_\_, \_\_\_\_\_ Agent for Landlord  
*Landlord Individual Signing for Landlord Management Co. (If Applicable)*

8/23/2021  
*Date*

Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 23rd day of Aug (month), 2021 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

BY MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence  
Place of Mailing: Richmond, CA Date of Mailing: 8/23/2021

BY DELIVERING a copy of the Notice to the following resident(s) PERSONALLY: \_\_\_\_\_

I, declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 23rd day of August (month), 2021 (year), in Richmond (city), CA (state).  
Alfonso Reyes \_\_\_\_\_  
*Name of Declarant (Print) (Signature of Declarant)*



Unauthorized Reproduction of  
Blank Forms is Illegal.



**THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT  
(Properties Exempt from AB 1482)**

TO: Marcos Rios Valdez  
*All Residents (tenants and subtenants) in possession (full name) and all others in possession*  
of the premises located at:

472 Douglas Ave, Unit # (if applicable) \_\_\_\_\_  
*(Street Address)*  
Oakland, CA 94603  
*(City) (Zip)*

You are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or 10/1/2021, whichever is later, your monthly rent which is payable in advance on or before the 5th  
*(Date)*

day of each month, will be the sum of \$ 764.25, instead of \$ 750.00, the current monthly rent.  
*(1.9% CPI)*

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

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

[Signature] by \_\_\_\_\_, \_\_\_\_\_ Agent for Landlord  
*Landlord Individual Signing for Landlord Management Co. (If Applicable)*  
8/23/2021  
*Date*

**Proof of Service**

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 23<sup>rd</sup> day of August (month), 2021 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

BY MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence

Place of Mailing: Richmond, CA Date of Mailing: 8/23/2021

BY DELIVERING a copy of the Notice to the following resident(s) PERSONALLY: \_\_\_\_\_

I, declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this 23<sup>rd</sup> day of August (month), 2021 (year), in Richmond (city), CA (state).

Abby Siberto  
*Name of Declarant (Print)*

[Signature]  
*(Signature of Declarant)*



**THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT  
(Properties Exempt from AB 1482)**

TO: Salvador Maldonado  
*All Residents (tenants and subtenants) in possession (full name) and all others in possession*  
of the premises located at:

474 Douglas Ave, Unit # (if applicable) \_\_\_\_\_  
*(Street Address)*  
Oakland, CA 94603  
*(City) (Zip)*

You are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or 10/1/2021, whichever is later, your monthly rent which is payable in advance on or before the 5th day of each month, will be the sum of \$ 764.25, instead of \$ 750.00, the current monthly rent. (1.9% CPI)  
Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.  
Abby Silbanto  by \_\_\_\_\_, Agent for Landlord  
*Landlord Individual Signing for Landlord Management Co. (If Applicable)*  
8/23/2021  
Date

**Proof of Service**

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 23<sup>rd</sup> day of Aug (month), 2021 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

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Executed this 23<sup>rd</sup> day of Aug (month), 2021 (year), in Richmond (city), CA (state).  
Abby Silbanto Abby Silbanto  
Name of Declarant (Print) (Signature of Declarant)



## 2021 garbage fee



# INVOICE

To view your Insert  
Click the link below:  
[INSERT1](#)

**Customer ID:**  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

**24-50271-03007**  
ABBY SUKARPO  
APR-MAY-JUN SERVICE  
04/01/2021  
3471420-2216-4

**How To Contact Us**

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:  
**(510) 613-8710**

**Your Payment Is Due**

**Due Upon Receipt**

Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$220.46**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
0.00		0.00		0.00		220.46		<b>220.46</b>

## IMPORTANT MESSAGES

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The WM office is temporarily closed for the safety of employees from COVID-19. For more information, please visit [wm.com/alerts](http://wm.com/alerts).

WASTE MANAGEMENT OBSERVES THE FOLLOWING HOLIDAYS: New Year's Day, Thanksgiving and Christmas. If your collection day falls on the holiday or after, your service will be one day late.

Manage your account and pay your bill online or on your iPhone or Android. More at [wm.com/GoMobile](http://wm.com/GoMobile).

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

**Waste Management**  
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID (Include with your payment)
04/01/2021	3471420-2216-4	<b>24-50271-03007</b>
Payment Terms	Total Due	Amount
Due Upon Receipt	\$220.46	

2216000245027103007034714200000002204600000022046 6

I2216R17

**ABBY SUKARPO**  
468 DOUGLAS AVE  
OAKLAND CA 94603-2908

Remit To: **WM CORPORATE SERVICES, INC.**  
**AS PAYMENT AGENT**  
PO BOX 541008  
LOS ANGELES, CA 90054-1008

**THINK GREEN®**

**0000579** Printed on recycled paper.

**DETAILS OF SERVICE**

**Details for Service Location:** **Sukarpo, Abby, 468 Douglas Ave, Oakland CA 94603-2908** **Customer ID: 24-50271-03007**

Description	Date	Ticket	Quantity	Amount
Prorate Auto ///NEW SERVICE	02/21/21		1.00	66.65
64 Gallon Cart Service - Organics	04/01/21		1.00	0.00
35 Gallon Cart Service	04/01/21		1.00	153.81
<b>Total Current Charges</b>				<b>220.46</b>

**5 EASY WAYS TO PAY**

-  **Automatic Payment**  
Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).
-  **Pay Through Your Financial Institution**  
Make a payment from your financial institution using your Customer ID.
-  **One-Time Payment**  
At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.
-  **Pay by Phone**  
Payable 24/7 using our automated system at 866-964-2729.
-  **Mail it**  
Write it, stuff it, stamp it, mail it. Envelope provided.

**HOW TO READ YOUR INVOICE**

**How To Contact Us**

Visit [wm.com](http://wm.com)

To set up your online profile, sign up for paperless billing, manage your account, view holidays schedules, pay your bill or schedule a pickup.

 Customer Service  
(866) 909-4458

**Your Payment Is Due**

**August 19, 2017**

If full payment of the invoiced amount is not received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum charge of \$5.00, or such lesser late charge allowed under applicable law, regulation or contract.

**Your Total Due**

**\$124.73**

If payment is received after 08/19/2017: **\$126.60**

See reverse for important messages.

Previous Balance	Payments	Adjustments	Current Charges	Total Due
7.12	(97.12)	0.00	124.73	<b>124.73</b>

Details for Service Location: 311 Jackson Street, Stockton CA 95205 Customer ID: 2-82290-00885  
PO Numbers: 45693

Description	Date	Ticket	Quantity	Amount
96 Toter	07/01/17		1.00	90.00
96 Toter Recycle	07/01/17		1.00	0.00
Extr Help Service	07/01/17	5934	1.00	15.00
Field/Environmental Charge				19.73
<b>Total Current Charges</b>				<b>124.73</b>

- 1** States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.
- 2** Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.
- 3** Service location details the total current charges of this invoice.



## Automatic Payments

Don't worry about missing bills or payments. With AutoPay, you can set it once and let us do the rest.

Get started by visiting [wm.com/autopay](http://wm.com/autopay)

**CHECK HERE TO CHANGE CONTACT INFO**

List your new billing information below. For a change of service address, please contact Waste Management.

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

**CHECK HERE TO SIGN UP FOR AUTOMATIC PAYMENT ENROLLMENT**

If I enroll in Automatic Payment services, I authorize Waste Management to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying Waste Management at [wm.com](http://wm.com) or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.

Email Address	
Date	
Bank Account Holder Signature	

**NOTICE:** By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to [RMCbankruptcy@wm.com](mailto:RMCbankruptcy@wm.com) or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)



# INVOICE

To view your Insert  
Click the link below:  
[INSERT1](#)

**Customer ID:**  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

**24-50271-03007**  
ABBY SUKARPO  
JUL-AUG-SEP SERVICE  
07/01/2021  
3597683-2216-6

**How To Contact Us**

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:  
**(510) 613-8710**

**Your Payment Is Due**

**Due Upon Receipt**

Pymt due upon receipt of invoice & delinquent 45 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$157.08**

Previous Balance	220.46	+	Payments	(220.46)	+	Adjustments	0.00	+	Current Invoice Charges	157.08	=	Total Account Balance Due	<b>157.08</b>
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----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID (Include with your payment)
07/01/2021	3597683-2216-6	<b>24-50271-03007</b>
Payment Terms	Total Due	Amount
Due Upon Receipt	\$157.08	

\*\*\* DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED \*\*\*  
Your credit card will be charged \$157.08.

2216000245027103007035976830000001570800000015708 5

I2216R34

ABBY SUKARPO  
468 DOUGLAS AVE  
OAKLAND CA 94603-2908

Remit To: **WM CORPORATE SERVICES, INC.**  
**AS PAYMENT AGENT**  
PO BOX 541008  
LOS ANGELES, CA 90054-1008

THINK GREEN®

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**DETAILS OF SERVICE**

**Details for Service Location:** **Sukarpo, Abby, 468 Douglas Ave, Oakland CA 94603-2908** **Customer ID: 24-50271-03007**

Description	Date	Ticket	Quantity	Amount
64 Gallon Cart Service - Organics	07/01/21		1.00	0.00
35 Gallon Cart Service	07/01/21		1.00	157.08
<b>Total Current Charges</b>				<b>157.08</b>

**5 EASY WAYS TO PAY**

-  **Automatic Payment**  
Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).
-  **Pay Through Your Financial Institution**  
Make a payment from your financial institution using your Customer ID.
-  **One-Time Payment**  
At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.
-  **Pay by Phone**  
Payable 24/7 using our automated system at 866-964-2729.
-  **Mail it**  
Write it, stuff it, stamp it, mail it. Envelope provided.

**HOW TO READ YOUR INVOICE**

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Customer Service  
(866) 909-4458

**Your Payment Is Due**

**August 19, 2017**

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**Your Total Due**

**\$124.73**

**1** If payment is received after 08/19/2017: **\$126.60**  
See reverse for important messages.

<b>2</b> Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
7.12		(97.12)		0.00		124.73		<b>124.73</b>

Details for Service Location: 311 Jackson Street, Stockton CA 95205 Customer ID: 2-82290-00885  
PO Numbers: 45693

Description	Date	Ticket	Quantity	Amount
96 Toter	07/01/17		1.00	90.00
96 Toter Recycle	07/01/17		1.00	0.00
Extr Help Service	07/01/17	5934	1.00	15.00
Field/Environmental Charge				19.73
<b>Total Current Charges</b>				<b>124.73</b>

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- 3** Service location details the total current charges of this invoice.



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**CHECK HERE TO CHANGE CONTACT INFO**

List your new billing information below. For a change of service address, please contact Waste Management.

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

**CHECK HERE TO SIGN UP FOR AUTOMATIC PAYMENT ENROLLMENT**

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Date	
Bank Account Holder Signature	

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# INVOICE

To view your Insert  
Click the link below:  
[INSERT1](#)

**Customer ID:**  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

**24-50271-03007**  
ABBY SUKARPO  
OCT-NOV-DEC SERVICE  
10/01/2021  
3712023-2216-5

**How To Contact Us**

Visit **wm.com**

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Customer Service:  
**(510) 613-8710**

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**Your Total Due**

**\$157.08**

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Invoice Charges</b>	=	<b>Total Account Balance Due</b>
157.08		(157.08)		0.00		157.08		<b>157.08</b>

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**Waste Management**  
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID (Include with your payment)
10/01/2021	3712023-2216-5	<b>24-50271-03007</b>
Payment Terms	Total Due	Amount
Due Upon Receipt	\$157.08	

\*\*\* DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED \*\*\*  
Your credit card will be charged \$157.08.

2216000245027103007037120230000001570800000015708 4

I2216R51

**ABBY SUKARPO**  
468 DOUGLAS AVE  
OAKLAND CA 94603-2908

Remit To: **WM CORPORATE SERVICES, INC.**  
AS PAYMENT AGENT  
PO BOX 541008  
LOS ANGELES, CA 90054-1008

**THINK GREEN.**



**DETAILS OF SERVICE**

**Details for Service Location:** **Sukarpo, Abby, 468 Douglas Ave, Oakland CA 94603-2908** **Customer ID: 24-50271-03007**

Description	Date	Ticket	Quantity	Amount
64 Gallon Cart Service - Organics	10/01/21		1.00	0.00
35 Gallon Cart Service	10/01/21		1.00	157.08
<b>Total Current Charges</b>				<b>157.08</b>

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**\$124.73**

**1** If payment is received after 08/19/2017: **\$126.60**

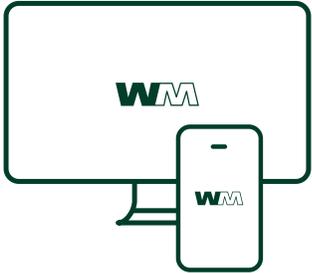
See reverse for important messages.

<b>2</b> Previous Balance	+	<b>3</b> Payments	+	Adjustments	+	Current Charges	=	Total Due
7.12		(97.12)		0.00		124.73		<b>124.73</b>

Details for Service Location: 311 Jackson Street, Stockton CA 95205 Customer ID: 2-82290-00885  
PO Numbers: 45693

Description	Date	Ticket	Quantity	Amount
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Extr Pickup Service	07/01/17	5934	1.00	15.00
Field/Environmental Charge				19.73
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## Get More with My WM

Create a My WM profile to enroll in AutoPay & Paperless Billing, manage your services, view your pickup schedule and see your pickup ETA, all in one place.



**Scan the QR code to get started today!**

**CHECK HERE TO CHANGE CONTACT INFO**

List your new billing information below. For a change of service address, please contact Waste Management.

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

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Email Address	
Date	
Bank Account Holder Signature	

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**000062** **14**

## **2021 insurance**



**FOREMOST**  
INSURANCE COMPANY  
GRAND RAPIDS, MICHIGAN

**FOREMOST BASICS™  
DECLARATIONS PAGE**

Home Office  
5600 Beech Tree Lane  
P.O. Box 2450  
Caledonia, Michigan 49316

AMENDED DECLARATION \* EFFECTIVE 04/06/21  
SUPERSEDES ANY PREVIOUS DECLARATION PAGE BEARING  
THE SAME POLICY NUMBER FOR THIS POLICY PERIOD.

**REASONS FOR CHANGE FOLLOW:**

- AN ADDITIONAL INTEREST WAS ADDED
- UNDERWRITING INFORMATION HAS CHANGED

**POLICY NUMBER:** 381-5004948772-01

**RENEWAL OF:**

**POLICY PERIOD BEGINNING** 02/09/21 **ENDING** 02/09/22 12:01 A.M. STANDARD TIME

**YOU AS NAMED INSURED AND YOUR ADDRESS**

ABBY SUKARTO  
APT 813  
2000 BROADWAY ST  
SAN FRANCISCO CA 94115-1572

**YOUR POLICY IS SERVICED BY**

HIPPO INSURANCE SERVICES  
C/O FX INS AGY LLC-SERVICING  
PO BOX 3758  
GRAND RAPIDS MI 49501-3758

**AGENCY CODE:**  
040512002

**TELEPHONE:**  
1-877-692-4497

**COVERAGES:** Coverage is provided only where an Amount of Insurance or a Limit of Liability is shown and a premium is stated for the Peril Insured Against. Detailed descriptions and any limitations will be found in your policy.

**AGGREGATE LIMIT:** If your Declarations Page indicates SECTION II COVERAGES, the most we will pay in any one Policy Period for any one insured Location for Liability is \$2,000,000 regardless of the number of claims, suits, accidents, or offenses.

**LOCATION # 1**

**IMPORTANT RATING INFORMATION**

<b>PREMISES DESCRIPTION:</b>	468 DOUGLAS AVE OAKLAND CA 94603-2908		
<b>CONSTRUCTION:</b>	FRAME	<b>TERRITORY:</b>	A
<b>FAMILIES:</b>	3	<b>PROT. CLASS:</b>	2
<b>OCCUPANCY:</b>	RENTAL	<b>RESP. FIRE DEPT.:</b>	OAKLAND FS 20
<b>HYDRANT:</b>	WITHIN 1,000 FEET	<b>COUNTY:</b>	ALAMEDA
<b>FIRE DEPT.:</b>	WITHIN 5 MILES	<b>YR. BUILT:</b>	1944
		<b>FORM:</b>	DF3

**MORTGAGEE #1**

**LOAN NO.:** 0133568212  
HOMEBRIDGE FINANCIAL SERVICES  
INC ISAOA ATIMA % CENLAR  
PO BOX 202028  
FLORENCE SC 29502-2028

SECTION I COVERAGES	AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A. DWELLING	\$ 530,000		\$ 1,048.00
C. PERSONAL PROPERTY	\$ 3,000		INCLUDED
D. LOSS OF RENTS (1/12 PER MONTH)	\$ 53,000		INCLUDED

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$2,500 ALL PERILS

SECTION II COVERAGES	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F. PREMISES LIABILITY	\$ 300,000 EA ACCIDENT		INCLUDED
G. MEDICAL PAYMENTS	\$ 1,000 EA PERSON \$ 10,000 EA ACCIDENT		INCLUDED

FORMS/ENDORSEMENTS THAT APPLY TO LOCATION # 1	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11103 07/10 REDUCTION IN COV WHEN VACANT/UNOCC.		
11003 03/06 DWELLING FIRE THREE - LANDLORD		
11287 02/20 REQUIRED STATE CHANGE - CALIFORNIA		
11186 02/09 OTHER STRUCTURES ADDL AMOUNT OF INS	\$	10.00
11162 01/19 REPL COST-DWELL ORDINANCE/LAW		INCLUDED
11037 03/06 WATER BACKUP OF SEWERS OR DRAINS	\$	75.00
11167 02/09 PLATINUM ENDORSEMENT		INCLUDED
11095 05/06 LANDLORD PERSONAL INJURY LIAB COV		INCLUDED
4094 03/06 CERTIFICATE HOLDER		INCLUDED

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION # 1	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
AGE OF HOME	\$	20.00
CLAIMS FREE DISCOUNT	\$	-7.00
3-FAMILY SURCHARGE	\$	104.00
PLATINUM PACKAGE DISCOUNT	\$	-139.00
TENANT SCREENING DISCOUNT	\$	-14.00

COPY

LOCATION # 1 Annual Premium \$ 1,097.00

LOCATION # 1 Additional Premium \$ 0.00

**TOTAL ANNUAL POLICY PREMIUM \$ 1,097.00**

**ADDITIONAL PREMIUM RESULTING FROM THIS CHANGE \$ 0.00**

MINIMUM EARNED PREMIUM \$100

**STATE REQUIRED MESSAGE(S)**

THIS POLICY DOES NOT INCLUDE BUILDING UPGRADE COVERAGE UNLESS UNDER THE FORMS/ENDORSEMENT SECTION IT SHOWS ORDINANCE OR LAW.

EARTHQUAKE COVERAGE NOT INCLUDED.

THE LIMIT OF LIABILITY FOR THIS STRUCTURE (COVERAGE A) IS BASED ON AN ESTIMATE OF THE COST TO REBUILD YOUR HOME, INCLUDING AN APPROXIMATE COST FOR LABOR AND MATERIALS IN YOUR AREA, AND SPECIFIC INFORMATION THAT YOU HAVE PROVIDED ABOUT YOUR HOME.

**2021 repair**

**Bathroom repair:**

Labor (1 <sup>st</sup> payment)	= \$2,655.00
Labor (2 <sup>nd</sup> payment)	= \$3,160.00
Materials	= \$1,055.45
-----	
<b>Total</b>	<b>= \$6,870.45</b>

**Maintenance:**

Service call (3x @\$75.00)	= \$225.00
-----	
<b>Total</b>	<b>= \$225.00</b>

**Total repair and maintenance= \$7095.45**



Printed from Chase Personal Online

---

Date sent	Status	Recipient	Type	Amount
Apr 27, 2021	Completed	Barry- Bob Taft Worker "1st payment of the bathroom work on 468 Douglas Ave Oakland CA"	Real-time	\$2,655.00

---

We sent money from TOTAL CHECKING (...0905).

Mobile number 209-285-3205

Transaction number JPM585475627

---



Printed from Chase Personal Online

---

Date sent	Status	Recipient	Type	Amount
Apr 28, 2021	Completed	Barry "The remaining payment of bathroom work in 468 Douglas Ave, Oakland, CA"	Real-time	\$3,160.00

---

We sent money from TOTAL CHECKING (...0905).

Mobile number 209-285-3205

Transaction number JPM586075108

---



# Customer Receipt

4/19/2021, 12:43 PM PST

Sales Person AQL55M

Store Phone # (510) 636-9600

Store # 0625

Location 1933 DAVIS ST, SAN LEANDRO, CA 94577

## Customer Information

**ABBY SUKARTO**

(310) 808-7753

ABBY\_SUKARTO@YAHOO.COM

**ABBY SUKARTO**

2000 BROADWAY ST

SAN FRANCISCO, CA 94115



Order # H0625-204213

Receipt # 0625 00097 55505

PO / Job Name douglus st oakland



**Carryout**

**Runner Name**  
berry

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
01 NIBCO 1-1/2 in. ABS DWV 90-Degree Hub x Hub Long-Turn Elbow		188654	\$3.36 / each	1	\$3.36
02 MSI Woodland Dove Oak 7 in. x 48 in. Rigid Core Luxury Vinyl Plank Flooring (23.8 sq. ft. / case)		1004669158	\$49.74 / each	3	\$149.22
03 Delta Foundations Single-Handle 1-Spray Tub and Shower Faucet in Chrome (Valve Included)		149438	\$79.00 / each	1	\$79.00
04 Fernco 2 in. x 1-1/2 in. DWV Flexible PVC Coupling		687960	\$5.24 / each	1	\$5.24
05 Everbilt Easy Touch 1-1/2 in. Schedule 40 Black ABS Pipe Bath Waste and Overflow Drain in Chrome		224433	\$30.47 / each	1	\$30.47
06 FIRM GRIP Utility Large Multi Color Synthetic Leather Glove (3-Pair)		905999	\$9.88 / each	1	\$9.88
07 Lincoln Products 0 HP 2.5 GPM Self-Priming Siphon Pump		1002992439	\$8.98 / each	1	\$8.98
08 Charlotte Pipe 1-1/2 in. ABS DWV Hub x Hub Coupling		188239	\$0.98 / each	3	\$2.94
09 HDX 1/8 in. x 1/8 in. x 1/8 in. Square-Notch Economy Trowel		622955	\$3.98 / each	1	\$3.98
10 Liquid Nails 10 oz. Heavy Duty Construction Adhesive		515516	\$2.57 / each	4	\$10.28
11 Fernco 2 in. x 2 in. PVC DWV 90-Degree Mechanical Flexible Elbow		688142	\$8.38 / each	1	\$8.38
12 SharkBite 1/2 in. Push-to-Connect x MIP Brass Adapter Fitting		287419	\$6.85 / each	2	\$13.70
13 SharkBite 1/2 in. Push-to-Connect Brass Shower/Tub Installation Kit		1002621708	\$41.47 / each	1	\$41.47
14 Oatey 8 oz. Medium Black ABS Cement		888735	\$5.27 / each	1	\$5.27
15 Apollo 1/2 in. x 10 ft. Red PEX Pipe		471711	\$2.98 / each	1	\$2.98

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22



# Customer Receipt

4/19/2021, 12:43 PM PST

Sales Person AQL55M

Store Phone # (510) 636-9600

Store # 0625

Location 1933 DAVIS ST, SAN LEANDRO, CA 94577

Order # H0625-204213

Receipt # 0625 00097 55505



Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
16 Apollo 1/2 in. x 10 ft. Blue PEX Pipe		471600	\$2.98 / each	1	\$2.98
17 Oatey 4 in. x 82 ft. Foam Closet Flange Wrap		582394	\$12.96 / each	1	\$12.96
18 Unbranded 21.5 oz. Lavender Sage Home Apothecary Antibacterial Hand Soap		1005404511	\$4.88 / each	1	\$4.88
19 Oatey 4 in. Cast Iron Closed Toilet Flange with Test Cap		1003308392	\$20.33 / each	1	\$20.33
20 NIBCO 1-1/2 in. ABS DWV 90 Degree Spigot x Hub Street Elbow		468398	\$3.12 / each	1	\$3.12
21 Mueller Streamline 1-1/2 in. ABS Hub x Hub P-Trap		232556	\$4.56 / each	1	\$4.56
22 VPC 1-1/2 in. x 24 in. Plastic ABS Pipe		372764	\$2.58 / each	3	\$7.74
23 Delta Classic 400 60. in W x 60 in. H Three Piece Direct-to-Stud Tub Surround in High Gloss White		1000027558	\$279.00 / each	1	\$279.00
24 Delta Classic 400 60 in. Left Drain Rectangular Alcove Bathtub in High Gloss White		1000027563	\$242.00 / each	1	\$242.00
25 3M Scotch 1.88 in. x 25 yds. Tough No Residue Painter's Duct Tape		930458	\$8.97 / each	1	\$8.97

**90 DAY RETURN POLICY.** The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

<b>Payment Method</b>  Visa 6962 <b>Charged \$1,055.45</b>	<b>Subtotal</b>	\$961.69
	<b>Discounts</b>	-\$0.00
	<b>Sales Tax</b>	\$93.76
	<b>Order Total</b>	<b>\$1,055.45</b>

Take a short survey for a chance TO WIN A \$5,000 Home Depot Gift Card. Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. No Purchase necessary. See complete rules on [www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: GVM3 111924 111396

Password: 21219 111299

000071 **23**

**ORDER CONFIRMATION**  
(This is not a Bill)

<b>PLAN NUMBER:</b>	<b>30479365</b>	<b>DATE:</b>	<b>02/04/2021</b>
<b>INITIATING AGENT:</b> (Selling Agent)	<b>KERRI NASLUND-MONDAY</b> KELLER WILLIAMS REALTY 4937 TELEGRAPH AVE STE A OAKLAND, CA 94609-2088 510.775.1079 510.409.4966 Cell kerri@mondayteamagents.com	<b>COOPERATING AGENT:</b>	
<b>COVERED PROPERTY:</b>	468 DOUGLAS AVE OAKLAND, CA 94603-2908	<b>ORDERED:</b>	<b>02/04/2021</b>
<b>PROPERTY TYPE:</b>	Triplex	<b>Coverage Amount</b>	
<b>COVERAGE:</b>	Ultimate Protection w/Kitchen Refrigerator		\$800.00
<b>OPTIONAL COVERAGE:</b>	Ultimate Protection		<i>included</i>
	Kitchen Refrigerator		<i>included</i>
		<b>Total:</b>	\$800.00
<b>TRADE CALL FEE:</b>	<b>\$75.00</b>		
<b>CLOSING OFFICER/ATTORNEY:</b>	<b>TONYA HAMLET</b> PLACER TITLE 883 ISLAND DR STE G ALAMEDA, CA 94502-6771 510.865.4192	<b>FILE NUMBER:</b>	P-451492
		<b>ESTIMATED CLOSE:</b>	02/08/2021
		<b>ACTUAL CLOSE:</b>	
<b>HOME SELLER:</b>		<b>HOME BUYER:</b>	ABBY SUKARTO

To ensure the home buyer receives their Declaration of Coverage promptly, please provide us with a mailing address if different than the covered property address:

**Street:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_

To update our records with any changes, please call: 800.445.6999, Fax: 877.445.6999, or [Just Hit Reply!](#)

Thank you for choosing Old Republic Home Protection

Old Republic Home Protection Co. Inc. | P.O.Box 5017 | San Ramon, California 94583  
Application: 800.445.6999 | Service: 800.972.5985 | Fax: 800.866.2488  
www.orhp.com



# OLD REPUBLIC HOME PROTECTION



OLD REPUBLIC INSURANCE GROUP

[MY PLAN DETAILS](#) [MY SERVICE REQUESTS](#) [RESOURCES](#) [CONTACT US](#) [LOGOUT](#)

## Homeowner Central » My Service Requests

Plan # 30-479-365  
468 DOUGLAS AVE  
OAKLAND, CA 94603-2908

### My Service Requests

[Place a Service Request](#)

[Pay Trade Call Fees](#)

[Request a Cancellation](#)

### Service Requests

Date Service Request Placed	Service Provider	Service
04/05/2021 9:54 AM PST Work Order: 6630-5044	DOC'S PLUMBING (510) 792-1584	Plumbing Faucets / Fixtures
<ul style="list-style-type: none"> <li><b>Status:</b> Complete</li> <li><b>Detail:</b> The Service Provider has submitted an invoice for this Work Order</li> </ul>		
03/27/2021 2:54 PM PST Work Order: 6630-5044	DOC'S PLUMBING (510) 792-1584	Plumbing Pipe leak
<ul style="list-style-type: none"> <li><b>Status:</b> Complete</li> <li><b>Detail:</b> ORHP considers Service Request complete               <ul style="list-style-type: none"> <li><b>Next Steps:</b> Please contact ORHP if there are any questions or concerns</li> </ul> </li> </ul>		
03/17/2021 12:26 PM PST Work Order: 6625-1764	JC ELECTRICAL INC (925) 968-5656	Electrical Electric wiring
<ul style="list-style-type: none"> <li><b>Status:</b> Complete</li> <li><b>Detail:</b> The Service Provider has submitted an invoice for this Work Order</li> </ul>		

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## **2021 property tax**

**Property tax payment for 2021**

<b>Fiscal year</b>	<b>Type of assessment</b>	<b>Due in 2020</b>	<b>Due in 2021</b>	<b>Due in 2022</b>	<b>Paid fee</b>	<b>Paid date</b>	<b>Total payment</b>
7/1/2020-6/30/2021	Secured	\$1,479.11	<b>\$1,479.11</b>			2/11/2021	<b>\$1,150.42*</b>
7/1/2020-6/30/2021	Supplemental			<b>\$838.30</b>	<b>\$20.95</b>	1/3/2022	<b>\$859.25</b>
				<b>\$838.30</b>	<b>\$20.95</b>	5/2/2022	<b>\$859.25</b>
7/1/2021-6/30/2022	Secured		<b>\$1,500.83</b>	\$1,500.83	<b>\$37.52</b>	12/9/2021	<b>\$1,538.35</b>
7/1/2021-6/30/2022	Supplemental			<b>\$2,537.13</b>	<b>\$63.42</b>	1/3/2022	<b>\$2,600.55</b>
				\$2,537.13			
<b>Total property tax payment for 2021</b>							<b>\$7,007.82</b>

\*: (Prorated 2/11-6/30/2021= \$1,479.11-\$328.69= \$1150.42)

# 2020-2021 INTERNET COPY

For Fiscal Year Beginning July 1, 2020 and Ending June 30, 2021

## ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector  
1221 Oak Street, Room 131  
Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
45-5364-11	09989300	17-032	

Location of Property  
468 DOUGLAS AVE, OAKLAND  
Assessed to on January 1, 2020

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE  
PER CA GOV CODE §6254.21

**THIS IS NOT AN OFFICIAL BILL**

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Ad Valorem Tax
COUNTYWIDE TAX	1.0000 %	551.49
VOTER APPROVED DEBT SERVICE:		
COUNTY GO BOND	0.0036 %	1.98
CITY OF OAKLAND 1	0.2012 %	110.96
SCHOOL UNIFIED	0.1084 %	59.78
SCHOOL COMM COLL	0.0452 %	24.93
BAY AREA RAPID TRANSIT	0.0139 %	7.67
EAST BAY REGIONAL PARK	0.0014 %	.77
<b>TOTAL AD VALOREM TAX (AV TAX)</b>	<b>1.3737 %</b>	<b>757.58</b>

### Please Read Important Messages

A fee of \$61.00 will be imposed on all returned or dishonored payments.

ECheck is free of charge; Accepted through June 30, 2021 @<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/propertytax/>, mobile @[www.acgov.org/mobile/apps/](http://www.acgov.org/mobile/apps/) through June 30, 2021. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

Subscribe to receive email alerts about important property tax dates online @<http://www.acgov.org/propertytax/>.

This bill is as of May 2, 2022 4:33 PM and may not include pending payments and roll corrections.

### Please See Reverse For More Information

Tax Collector's Office  
Payment Questions/Credit Card Payments  
(510) 272-6800

Assessor's Office  
Valuation/Exemption  
(510) 272-3787 (510) 272-3770

Description	Phone	Amount
MOSQ MSR K 1982	800-273-5167	3.50
CSA PARAMEDIC	925-867-3400	105.02
VEC CNTRL MSR A 84	800-273-5167	14.40
CITY EMERG MEDICAL	510-238-2942	31.94
CITY PARAMEDIC SRV	510-238-2942	25.42
CSA LEAD ABATEMENT	510-567-8280	30.00
OUSD 2008MEASURE G	510-879-8884	195.00
PERALTA 2018MEAS E	800-792-8021	48.00
* OUSD 2014MEASURE N	510-879-8884	120.00
* OUSD 2016MEASUREG1	510-879-8884	120.00
VIOLENCE PREV TAX	510-238-2942	239.30
CITY LIBRARY SRV-D	510-238-2942	165.86
* 2020 OAK MEASURE Q	510-238-2942	303.24
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 12	510-670-5212	16.00
HAZ WASTE PROGRAM	800-273-5167	19.92
VECTOR CNTRL ASMT	800-273-5167	7.00
MOSQUITO ASMT 2008	800-273-5167	3.44
EBRPD CFD NO A/C-3	888-512-0316	24.84
AC TRANSIT MEAS VV	800-273-5167	96.00
CITY LIBRARY SERV	510-238-2942	230.72
EBMUD WETWEATHER	866-403-2683	180.74
* Possible Sr Exemption - Call Agency		
Additional Total from Reverse Side		208.30
<b>Total Fixed Charges and/or Special Assessments</b>		<b>2,200.64</b>

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	12,106		
FIXTURES	43,043		
TOTAL REAL PROPERTY	55,149		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	55,149	1.3737 %	757.58
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
<b>TOTAL AD VALOREM TAX</b>	<b>55,149</b>	<b>1.3737 %</b>	<b>757.58</b>
Ad Valorem Tax plus Special Assessments			<b>2,958.22</b>
First Installment		Second Installment	Total Amount Due
<b>PAID</b>	<b>\$ 1,479.11</b>	<b>PAID</b>	<b>\$ 1,479.11</b>
			<b>\$ 2,958.22</b>

### SECOND INSTALLMENT PAYMENT, 2020-2021

PARCEL NO. 45-5364-11  
TRACER NO. 09989300

**2**

**INTERNET COPY**

**THIS AMOUNT DUE FEB 1, 2021 ==> PAID \$ 1,479.11**

After APRIL 10, 2021 pay



(Includes delinquent penalty of 10% and \$10.00 cost)

**PAID FEB 18, 2021**

### FIRST INSTALLMENT PAYMENT, 2020-2021

PARCEL NO. 45-5364-11  
TRACER NO. 09989300

**1**

**INTERNET COPY**

**THIS AMOUNT DUE NOV 1, 2020 ==> PAID \$ 1,479.11**

After DECEMBER 10, 2020 pay



(Includes delinquent penalty of 10%)

**PAID OCT 27, 2020**

000076 **28**

# 2020-2021 INTERNET COPY

For Fiscal Year Beginning July 1, 2020 and Ending June 30, 2021

## ALAMEDA COUNTY SUPPLEMENTAL PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector  
1221 Oak Street, Room 131  
Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
45-5364-11	79997400	17-032	

Location of Property  
468 DOUGLAS AVE, OAKLAND

SUKARTO ABBY TR

MAILING ADDRESS NOT AVAILABLE ONLINE PER CA GOV CODE §6254.21

**THIS IS NOT AN OFFICIAL BILL**

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000 %	1,220.51
VOTER APPROVED DEBT SERVICE		
COUNTY GO BOND	0.0036 %	4.37
CITY OF OAKLAND 1	0.2012 %	245.57
SCHOOL UNIFIED	0.1084 %	132.30
SCHOOL COMM COLL	0.0452 %	55.17
BAY AREA RAPID TRANSIT	0.0139 %	16.97
EAST BAY REGIONAL PARK	0.0014 %	1.71
<b>TOTAL</b>	<b>1.3737 %</b>	<b>1,676.60</b>

Supplemental Value Computation Worksheet				
Description	New Value	- 2020-2021 Roll Value	- Prior Supp. Assessment	= Supplemental Assessment
LAND	127,500	12,106		115,394
IMPROVEMENTS	297,500	43,043		254,457
<b>TOTAL</b>	<b>425,000</b>	<b>55,149</b>		<b>369,851</b>
PLUS DISCONTINUED EXISTING EXEMPTION				
<b>GROSS ASSESSMENT</b>				<b>369,851</b>

Tax Computation Worksheet					
Description	Supplemental Assessment	x Tax Rate	= Tax Amount	x Pro Rate Factor	= Tax Due
GROSS ASSESSMENT & TAX	369,851	1.3737%	5,080.64	33.00%	1,676.60
NET ASSESSMENT & TAX	369,851	1.3737%	5,080.64	33.00%	1,676.60
<b>TOTAL AMOUNT DUE</b>					<b>\$1,676.60</b>

This supplemental property tax bill is IN ADDITION TO THE REGULAR PROPERTY TAX BILL. CHANGE OF OWNERSHIP FEBRUARY 11, 2021

### Please Read Important Messages

- A fee of \$61.00 will be imposed on all returned or dishonored payments.
- This bill is as of May 2, 2022 4:38 PM and its accuracy may be affected by pending payments and corrections.
- Prior Notice Mailed by the Assessor 9/13/2021
- Subscribe to receive email alerts about important property tax dates @<http://www.acgov.org/propertytax/>.
- Echecks accepted online through June 30 @<http://www.acgov.org/propertytax/>.
- Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/mobile/apps/> through June 30. A convenience fee equal to 2.5% of the tax amount due will be add to your total payment.

### Supplemental Tax Payment Information

The TOTAL AMOUNT DUE is payable by two installments that must be paid by the dates indicated on the installment payment remittance stubs attached to this bill. If the taxes are not paid, a 10% delinquent penalty attaches at 5 p.m. of the date indicated on each installment stub. A \$10 cost also attaches when the second installment becomes delinquent. In addition to the 10% delinquent penalty and \$10 cost, it will be necessary to pay redemption penalties and a redemption fee from JULY 1, 2022.

Please remit payment of supplemental property tax bills by a separate check from regular property tax bill payments.

IF THIS BILL IS TO BE PAID THROUGH AN IMPOUND ACCOUNT, IT IS YOUR RESPONSIBILITY TO CONTACT YOUR LENDER TO ARRANGE FOR PAYMENT SINCE THEY MAY NOT BE AWARE OF THE BILL.

### SECOND INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

**2 INTERNET COPY**

PARCEL NO. 45-5364-11  
TRACER NO. 79997400

THIS AMOUNT DUE MAY 2, 2022 ==> **PAID \$ 838.30**

Pay this amount after MAY 2, 2022 (This includes delinquent penalty of 10% and \$10.00 cost)

**PAID MAY 2, 2022**

### FIRST INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

**1 INTERNET COPY**

PARCEL NO. 45-5364-11  
TRACER NO. 79997400

THIS AMOUNT DUE JAN 3, 2022 ==> **PAID \$ 838.30**

Pay this amount after JANUARY 3, 2022 (This includes delinquent penalty of 10%)

**PAID JAN 3, 2022**

Tax Collector's Office Payment Questions, Credit Card Payments (510) 272-6800  
Assessor's Office Valuation/Exemption (510) 272-3787 (510) 272-3770

000077 **29**

For Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022

**ALAMEDA COUNTY SECURED PROPERTY TAX STATEMENT**

Henry C. Levy, Treasurer and Tax Collector  
1221 Oak Street, Room 131  
Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
<b>45-5364-11</b>	<b>10036100</b>	17-032	

Location of Property  
**468 DOUGLAS AVE, OAKLAND**  
Assessed to on January 1, 2021

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE  
PER CA GOV CODE §6254.21

**THIS IS NOT AN OFFICIAL BILL**

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Ad Valorem Tax
COUNTYWIDE TAX	1.0000 %	557.20
VOTER APPROVED DEBT SERVICE:		
COUNTY GO BOND	0.0041 %	2.28
CITY OF OAKLAND 1	0.2011 %	112.05
SCHOOL UNIFIED	0.1202 %	66.98
SCHOOL COMM COLL	0.0407 %	22.68
BAY AREA RAPID TRANSIT	0.0060 %	3.34
EAST BAY REGIONAL PARK	0.0020 %	1.11
<b>TOTAL AD VALOREM TAX (AV TAX)</b>	<b>1.3741 %</b>	<b>765.64</b>

**Please Read Important Messages**

A fee of \$61.00 will be imposed on all returned or dishonored payments.

ECheck is free of charge; Accepted through June 30, 2022 @<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/propertytax/>, mobile @[www.acgov.org/mobile/apps/](http://www.acgov.org/mobile/apps/) through June 30, 2022. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

Subscribe to receive email alerts about important property tax dates online @<http://www.acgov.org/propertytax/>.

This bill is as of May 2, 2022 4:37 PM and may not include pending payments and roll corrections.

**Please See Reverse For More Information**

**Tax Collector's Office**  
Payment Questions/Credit Card Payments  
(510) 272-6800

**Assessor's Office**  
Valuation/Exemption  
(510) 272-3787 (510) 272-3770

Description	Phone	Amount
MOSQ MSR K 1982	800-273-5167	3.50
CSA PARAMEDIC	925-867-3400	106.68
VEC CNTRL MSR A 84	800-273-5167	14.40
CITY EMERG MEDICAL	510-238-2942	32.48
CITY PARAMEDIC SRV	510-238-2942	25.86
CSA LEAD ABATEMENT	510-567-8280	30.00
OUSD 2008MEASURE G	510-879-8884	195.00
PERALTA 2018MEAS E	800-792-8021	48.00
* OUSD 2014MEASURE N	510-879-8884	120.00
* OUSD 2016MEASUREG1	510-879-8884	120.00
VIOLENCE PREV TAX	510-238-2942	243.38
CITY LIBRARY SRV-D	510-238-2942	172.04
* 2020 OAK MEASURE Q	510-238-2942	314.54
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 12	510-670-5212	16.00
HAZ WASTE PROGRAM	800-273-5167	19.92
VECTOR CNTRL ASMT	800-273-5167	7.00
MOSQUITO ASMT 2008	800-273-5167	3.44
EBRPD CFD NO A/C-3	888-512-0316	24.84
AC TRANSIT MEAS VV	800-273-5167	96.00
CITY LIBRARY SERV	510-238-2942	234.66
EBMUD WETWEATHER	866-403-2683	187.98
* Possible Sr Exemption - Call Agency		
Additional Total from Reverse Side		208.30
<b>Total Fixed Charges and/or Special Assessments</b>		<b>2,236.02</b>

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	12,231		
FIXTURES	43,489		
TOTAL REAL PROPERTY	55,720		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	55,720	1.3741 %	765.64
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
<b>TOTAL AD VALOREM TAX</b>	<b>55,720</b>	<b>1.3741 %</b>	<b>765.64</b>
<b>Ad Valorem Tax plus Special Assessments</b>			<b>3,001.66</b>
<b>First Installment</b>	<b>Second Installment</b>	<b>Total Amount Due</b>	
<b>PAID \$ 1,500.83</b>	<b>PAID \$ 1,500.83</b>	<b>\$ 3,001.66</b>	

**SECOND INSTALLMENT PAYMENT, 2021-2022**

**2**

**INTERNET COPY**

PARCEL NO. 45-5364-11  
TRACER NO. 10036100

**THIS AMOUNT DUE FEB 1, 2022 ==>**



After APRIL 10, 2022 pay  
**\$ 1,500.83**  
(Includes delinquent penalty of 10% and \$10.00 cost)

**PAID APR 11, 2022**

**FIRST INSTALLMENT PAYMENT, 2021-2022**

**1**

**INTERNET COPY**

PARCEL NO. 45-5364-11  
TRACER NO. 10036100

**THIS AMOUNT DUE NOV 1, 2021 ==> PAID \$ 1,500.83**



After DECEMBER 10, 2021 pay  
(Includes delinquent penalty of 10%)

**PAID DEC 9, 2021**

000078 **30**

# 2021-2022 INTERNET COPY

For Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022

## ALAMEDA COUNTY SUPPLEMENTAL PROPERTY TAX STATEMENT

Henry C. Levy, Treasurer and Tax Collector  
1221 Oak Street, Room 131  
Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
45-5364-11	79997300	17-032	

Location of Property  
468 DOUGLAS AVE, OAKLAND

SUKARTO ABBY TR

MAILING ADDRESS NOT AVAILABLE ONLINE PER CA GOV CODE §6254.21

**THIS IS NOT AN OFFICIAL BILL**

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000 %	3,692.80
VOTER APPROVED DEBT SERVICE		
COUNTY GO BOND	0.0041 %	15.12
CITY OF OAKLAND 1	0.2011 %	742.62
SCHOOL UNIFIED	0.1202 %	443.87
SCHOOL COMM COLL	0.0407 %	150.30
BAY AREA RAPID TRANSIT	0.0060 %	22.16
EAST BAY REGIONAL PARK	0.0020 %	7.39
<b>TOTAL</b>	<b>1.3741 %</b>	<b>5,074.26</b>

Supplemental Value Computation Worksheet				
Description	New Value	- 2021-2022 Roll Value	- Prior Supp. Assessment	= Supplemental Assessment
LAND	127,500	12,231		115,269
IMPROVEMENTS	297,500	43,489		254,011
<b>TOTAL</b>	<b>425,000</b>	<b>55,720</b>		<b>369,280</b>
PLUS DISCONTINUED EXISTING EXEMPTION				
<b>GROSS ASSESSMENT</b>				<b>369,280</b>

Tax Computation Worksheet					
Description	Supplemental Assessment	x Tax Rate	= Tax Amount	x Pro Rate Factor	= Tax Due
GROSS ASSESSMENT & TAX	369,280	1.3741%	5,074.27	100.00%	5,074.26
NET ASSESSMENT & TAX	369,280	1.3741%	5,074.27	100.00%	5,074.26
<b>TOTAL AMOUNT DUE</b>					<b>\$5,074.26</b>

This supplemental property tax bill is IN ADDITION TO THE REGULAR PROPERTY TAX BILL. CHANGE OF OWNERSHIP FEBRUARY 11, 2021

### Please Read Important Messages

- A fee of \$61.00 will be imposed on all returned or dishonored payments.
- This bill is as of May 2, 2022 4:35 PM and its accuracy may be affected by pending payments and corrections.
- Prior Notice Mailed by the Assessor 9/13/2021
- Subscribe to receive email alerts about important property tax dates @<http://www.acgov.org/propertytax/>.
- Echecks accepted online through June 30 @<http://www.acgov.org/propertytax/>.
- Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/mobile/apps/> through June 30. A convenience fee equal to 2.5% of the tax amount due will be add to your total payment.

### Supplemental Tax Payment Information

The TOTAL AMOUNT DUE is payable by two installments that must be paid by the dates indicated on the installment payment remittance stubs attached to this bill. If the taxes are not paid, a 10% delinquent penalty attaches at 5 p.m. of the date indicated on each installment stub. A \$10 cost also attaches when the second installment becomes delinquent. In addition to the 10% delinquent penalty and \$10 cost, it will be necessary to pay redemption penalties and a redemption fee from JULY 1, 2022.

Please remit payment of supplemental property tax bills by a separate check from regular property tax bill payments.

IF THIS BILL IS TO BE PAID THROUGH AN IMPOUND ACCOUNT, IT IS YOUR RESPONSIBILITY TO CONTACT YOUR LENDER TO ARRANGE FOR PAYMENT SINCE THEY MAY NOT BE AWARE OF THE BILL.

### SECOND INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

**2 INTERNET COPY**

PARCEL NO. 45-5364-11  
TRACER NO. 79997300

**THIS AMOUNT DUE MAY 2, 2022 ==> PAID \$ 2,537.13**

Pay this amount after MAY 2, 2022 (This includes delinquent penalty of 10% and \$10.00 cost)

**PAID MAY 2, 2022**

### FIRST INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

**1 INTERNET COPY**

PARCEL NO. 45-5364-11  
TRACER NO. 79997300

**THIS AMOUNT DUE JAN 3, 2022 ==> PAID \$ 2,537.13**

Pay this amount after JANUARY 3, 2022 (This includes delinquent penalty of 10%)

**PAID JAN 3, 2022**

Tax Collector's Office Payment Questions, Credit Card Payments (510) 272-6800  
Assessor's Office Valuation/Exemption (510) 272-3787 (510) 272-3770

000079 **31**

**Placer Title Company**

883 G Island Drive  
Alameda, CA 94502  
(510) 865-4192

File Number: **P-451492**  
Loan Number: **83372946**  
Loan Amount: **\$318,750.00**  
Sales Price: **\$425,000.00**  
Close Date: **2/11/2021**  
Disbursement Date: **2/11/2021**  
Date Prepared: **2/11/2021 1:06:19 PM**

**BUYER(S) FINAL CLOSING STATEMENT**

Type: **Sale**  
Property: **468 DOUGLAS AVENUE  
OAKLAND, CA 94603 (ALAMEDA)  
(045-5364-011)**

Certified True and Correct Copy

  
Placer Title Company

Buyer(s): **ABBY SUKARTO, ASTRUSTEE OF THE ABBY SUKARTO TRUST DATED JANUARY  
22, 2021  
2000 Broadway  
Suite 813  
San Francisco, CA 94115**

Lender: **HomeBridge Financial Services, Inc. ISAOA/ATIMA  
194 Wood Ave South, 9th Floor, Iselin, NJ 08830**

Description	P.O.C.	Debit	Credit
<b>Deposits, Credits, Debits</b>			
Sale Price of Property		\$425,000.00	
Deposit or Earnest Money from Abby Sukarto, asTrustee of the Abby Sukarto Trust dated January 22, 2021			\$12,750.00
Closing costs			\$5,000.00
funds to close from Abby Sukarto, asTrustee of the Abby Sukarto Trust dated January 22, 2021			\$99,098.04
<b>Prorations</b>			
2nd installment 2020-2021 property taxes 1/1/2021 to 2/11/2021 @ \$1,479.11/Six Months			\$328.69
Rent Received by Seller for February for 468 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Rent Received by Seller for February for 472 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Rent Received by Seller for February for 474 2/11/2021 to 3/1/2021 @ \$750.00/Month			\$500.00
Security Deposit for 472			\$500.00
Security Deposit for 474			\$500.00
Security Deposit for 468			\$600.00
<b>New Loans</b>			
Loan Amount			\$318,750.00
0.5000% of Loan Amount (Points)		\$1,593.75	
(POCB) Appraisal Fee to Apple Appraisal	\$875.00		
Credit Report to Factual Data		\$60.00	
Tax Service to Corelogic		\$70.00	
Flood Certification to ServiceLink National Flood		\$6.25	
Prepaid Interest ( \$31.6600 per day from 2/10/2021 to 3/1/2021 )		\$601.54	
Homeowner's Insurance Premium to Foremost County Mutual		\$1,190.00	
Underwriting Fee to HomeBridge Financial Services, Inc. ISAOA/ATIMA		\$695.00	
Processing Fee to HomeBridge Financial Services, Inc. ISAOA/ATIMA		\$895.00	
<b>Title Charges</b>			
Title - Lender's coverage \$318,750.00 Premium \$671.00 to Placer Title Company		\$671.00	
Title - Owner's Title Insurance \$425,000.00 Premium \$1,298.00 to Placer Title Company		\$1,298.00	
Title - ALTA 8.1-06/CLTA 110.9-06 (Environmental) Endorsement(s) to Placer Title Company		\$25.00	
Title - CLTA 100-06 (Restrictions) Endorsement(s) to Placer Title Company		\$0.00	
Title - CLTA 116-06 (Designation of Improvements, Address) Endorsement(s) to Placer Title Company		\$0.00	
Title - Settlement or closing fee \$1,105.00 to Placer Title Company		\$1,105.00	
Title - Signing Service to Sandra Schuitema		\$175.00	
Title - Recording Service Fee to SYNREGO		\$18.00	

<b>Government Recording and Transfer Charges</b>			
City Deed Tax/Stamps \$6,375.00 to City of Oakland		\$3,187.50	
Recording fees: Deed \$17.00		\$17.00	
Mortgage \$84.00		\$84.00	
<b>Additional Settlement Charges</b>			
2nd install 2020-2021 Taxes to be paid to Treasurer Tax Collector, Alameda County		\$1,479.11	
TC fee to Rainbow		\$500.00	
<b>Totals</b>		\$438,671.15	\$439,026.73

**Balance Due TO Borrower:** \$355.58

Proceeds paid as:  
 \$355.58 to Abby Sukarto, asTrustee of the Abby Sukarto Trust dated January 22, 2021

## Self Service Tax Payment Acknowledgement

---

From: tax.payment@acgov.org

To: abby\_sukarto@yahoo.com

Date: Thursday, December 9, 2021 at 11:03 PM PST

---

PLEASE DO NOT RESPOND TO THIS EMAIL!

Dear Abby Sukarto,

Thank you for your online Property Tax Payment to Alameda County. Below is a summary of your transaction.

Transaction#: 2109109  
Date: 12/9/2021  
Payment: \$1500.83  
Fees: \$37.52  
Total Payment \$1538.35

Payment Option Details: Credit Card  
Type: VISA  
Cardholder Info: Abby Sukarto

Transaction Details:  
Parcel#: 45-5364-11  
Tracer: 10036100  
Installment 1: \$1500.83

If you believe this transaction is in error, please contact your credit card company immediately

Alameda County Tax Collector's Office.

## Self Service Tax Payment Acknowledgement

---

From: tax.payment@acgov.org

To: abby\_sukarto@yahoo.com

Date: Monday, January 3, 2022 at 11:46 AM PST

---

PLEASE DO NOT RESPOND TO THIS EMAIL!

Dear Abby Sukarto,

Thank you for your online Property Tax Payment to Alameda County. Below is a summary of your transaction.

Transaction#: 2125522  
Date: 1/3/2022  
Payment: **\$838.30**  
Fees: **\$20.95**  
Total Payment \$859.25

Payment Option Details: Credit Card  
Type: VISA  
Cardholder Info: Abby Sukarto

Transaction Details:  
Parcel#: 45-5364-11  
Tracer: 79997400  
Installment 1: \$838.30

If you believe this transaction is in error, please contact your credit card company immediately

Alameda County Tax Collector's Office.

## Self Service Tax Payment Acknowledgement

---

From: tax.payment@acgov.org

To: abby\_sukarto@yahoo.com

Date: Monday, January 3, 2022 at 11:44 AM PST

---

PLEASE DO NOT RESPOND TO THIS EMAIL!

Dear Abby Sukarto,

Thank you for your online Property Tax Payment to Alameda County. Below is a summary of your transaction.

Transaction#: 2125521  
Date: 1/3/2022  
Payment: \$2537.13  
Fees: \$63.42  
Total Payment \$2600.55

Payment Option Details: Credit Card  
Type: VISA  
Cardholder Info: Abby Sukarto

Transaction Details:  
Parcel#: 45-5364-11  
Tracer: 79997300  
Installment 1: \$2537.13

If you believe this transaction is in error, please contact your credit card company immediately

Alameda County Tax Collector's Office.

## Self Service Tax Payment Acknowledgement

---

From: tax.payment@acgov.org

To: abby\_sukarto@yahoo.com

Date: Monday, May 2, 2022 at 02:17 PM PDT

---

PLEASE DO NOT RESPOND TO THIS EMAIL!

Dear Abby Sukarto,

Thank you for your online Property Tax Payment to Alameda County. Below is a summary of your transaction.

Transaction#: 2270501  
Date: 5/2/2022  
Payment: \$838.30  
Fees: \$20.95  
Total Payment \$859.25

Payment Option Details: Credit Card  
Type: VISA  
Cardholder Info: Abby Sukarto

Transaction Details:  
Parcel#: 45-5364-11  
Tracer: 79997400  
Installment 2: \$838.30

If you believe this transaction is in error, please contact your credit card company immediately

Alameda County Tax Collector's Office.

## **2021 business tax license**



Guest

[Home](#) [Report a Problem](#)

Find Account → Registration → Calculation → Payment → **Receipt**

Account # 00238885  
ABBY SUKARTO

**Business License Online Renewal** Secure

[PRINT THIS PAGE FOR YOUR RECORD](#)

The business tax license renewal has been submitted. Business tax certificates will be emailed 2 to 5 days after successfully renewing account. For questions, please contact the Business Tax office at (510) 238-3704 or btwebsupport@oaklandca.gov. Thank you, City of Oakland - Business Tax

Submission Date	3/1/2022
Confirmation #	336686

**Account Information**

Account #	00238885
Expire Date	12/31/2022
Name	ABBY SUKARTO
Address	468 DOUGLAS AVE
City	OAKLAND
Phone	(310) 808-7753

**Summary**

	<b>Input Amount</b>
<hr/>	
<b>Tax Calculation</b>	
Enter 2021 Actual Gross Receipts	24,203.25 \$337.64
Enter 2021 Gross Receipts *(Enter estimated 2022 Gross Receipts if business started in Oakland in 2021)*	27,513 \$383.81
BT SB1186 (AB1379)	1 \$4.00
BT Recordation and Tech	1

**Rent Adjustment Program (RAP) Calculation - only use whole numbers below**

Have a question?

000087

a. Total # of units per Alameda County Records:

3 \$303.00

**Total Due**

**\$1,032.95**

**Payment Information**

Payment Amount

\$1,032.95

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#OaklandLoveLife  
Oakland Library  
Visit Oakland  
Oakland Museum

**For Assistance**

Email: [btwebsupport@oaklandca.gov](mailto:btwebsupport@oaklandca.gov)  
Phone: (510) 238-3704

**City of Oakland**

250 Frank H Ogawa Plaza, Suite 1320  
Oakland, CA 94612

**Hours:**

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

9:30 AM-4:00 PM Wednesdays.

Have a question?



000088  
40



## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

### TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS  IS NOT  permitted in Unit 468 Douglas St the unit you intend to rent.
- Smoking (circle one) IS  IS NOT  permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS  IS NOT  a designated outdoor smoking area. It is located at N/A.

I received a copy of this notice on 7/13/2022  
(Date)

\_\_\_\_\_  
(Tenant’s signature)

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

## AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

## INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ  NO ESTÁ  permitido en la Unidad 468 Douglas Ave, la unidad que

CIUDAD DE OAKLAND  
PROGRAMA DE AJUSTE A LA RENTA  
250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)



usted pretende alquilar.

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

Recibí una copia de este aviso el 7/13/2022 (Fecha) \_\_\_\_\_ (Firma del inquilino)

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

## 住宅租金調整計劃的租客通知書

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

### 針對租客的吸煙政策聲明

- 住房單位 418 Douglas Ave (您有意承租的單位)「允許」或「不允許」吸煙(圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙(圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位,應附上一張可吸煙單位列表。)

屋崙 (奧克蘭) 市政府

租金調整分部

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

(510) 238-3721

CA Relay Service 711

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



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

我於 7/13/2022 收到本通知書 \_\_\_\_\_  
(日期) (租客簽名)

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

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



## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

### TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or ~~IS NOT~~ permitted in Unit 472 Douglas the unit you intend to rent.
- Smoking (circle one) IS or ~~IS NOT~~ permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or ~~IS NOT~~ a designated outdoor smoking area. It is located at N/A.

I received a copy of this notice on 7/13/2022 (Date) \_\_\_\_\_ (Tenant’s signature)

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

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## AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

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

- Fumar (encierre en un círculo) ESTÁ  NO ESTÁ  permitido en la Unidad 472 Douglas Ave, la unidad que



usted pretende alquilar.

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

Recibí una copia de este aviso el

7/13/2022  
(Fecha)

\_\_\_\_\_  
(Firma del inquilino)

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

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

## 住宅租金調整計劃的租客通知書

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

### 針對租客的吸煙政策聲明

- 住房單位 172 Douglas Ave (您有意承租的單位) 「允許」或「不允許」吸煙 (圈選一項)。
- 您所住建築物中的其他單位 「允許」或「不允許」吸煙 (圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位, 應附上一張可吸煙單位列表。)

屋崙 (奧克蘭) 市政府

租金調整分部

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

(510) 238-3721

CA Relay Service 711

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



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

我於 7/13/2022 收到本通知書 \_\_\_\_\_  
(日期) (租客簽名)

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

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



## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

### TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or ~~IS NOT~~ permitted in Unit 414 Douglas Ave the unit you intend to rent.
- Smoking (circle one) IS or ~~IS NOT~~ permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or ~~IS NOT~~ a designated outdoor smoking area. It is located at N/A.

I received a copy of this notice on 7/13/2022  
(Date)

\_\_\_\_\_  
(Tenant’s signature)

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

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## AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

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

- Fumar (encierre en un círculo)  ESTÁ  NO ESTÁ permitido en la Unidad 474 Douglas Ave, la unidad que



usted pretende alquilar.

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

Recibí una copia de este aviso el 7/13/2022 (Fecha) \_\_\_\_\_ (Firma del inquilino)

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

## 住宅租金調整計劃的租客通知書

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

### 針對租客的吸煙政策聲明

- 住房單位 474 Douglas Ave (您有意承租的單位) 「 允許」或「 不允許」吸煙 (圈選一項)。
- 您所住建築物中的其他單位「 允許」或「 不允許」吸煙 (圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位, 應附上一張可吸煙單位列表。)

屋崙 (奧克蘭) 市政府

租金調整分部

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

(510) 238-3721

CA Relay Service 711

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



CITY OF OAKLAND

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

我於 7/13/2022 收到本通知書 \_\_\_\_\_  
(日期) (租客簽名)

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

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



## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

### TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 468 Douglas Ave the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at N/A.

I received a copy of this notice on 7/13/2022  
(Date)

[Signature]  
(Tenant’s signature)

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

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

**PROOF OF SERVICE**

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION 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:

Worksheet C, supporting documents for 2014, supporting documents for 2021, and RAP notice given to tenants

(insert name of document served)

And Additional Documents

and (write number of attached pages) 1, 13, 40, 16 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	Alejandro Reyes
Address	468 Douglas Ave.
City, State, Zip	Oakland, CA 94603

Name	Marcos Rios Valdez
Address	472 Douglas Ave.
City, State, Zip	Oakland, CA 94603

Name	Salvador Maldonado
Address	474 Douglas Ave.
City, State, Zip	Oakland, CA 94603

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 01/11/2023 (insert date served).

Abby Sukarto

PRINT YOUR NAME

*Abby Sukarto*

SIGNATURE

01/11/2023

DATE



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

CITY OF OAKLAND

Department of Housing and Community Development  
Rent Adjustment Program

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

## **HEARING DECISION**

**CASE NUMBERS:** L22-0065 Sukarto v. Tenants  
**PROPERTY ADDRESS:** 468 Douglas Avenue, Oakland, CA  
**DATE OF HEARING:** April 26, 2023  
**DATE OF DECISION:** August 9, 2023  
**APPEARANCES:**  
Marci Valdivieso - Interpreter  
Alejandro Reyes - Tenant  
Marcos Valdez - Tenant  
Salvador Maldonado – Tenant  
Maria Huerta - Tenant  
Abby Sukarto - Owner

### **SUMMARY OF DECISION**

The owner's petition is denied.

### **CONTENTIONS OF THE PARTIES**

The owner filed a petition on December 7, 2022, requesting approval for a rent increase on the basis of fair return.

No tenant filed a response to the owner petition. Tenants Alejandro Reyes, Marcos Rios Valdez, Salvador Maldonado, and Maria Huerta appeared at the Hearing.

000108

## ISSUE

1. Is the owner entitled to a rent increase based on fair return?

## EVIDENCE

The owner testified that she purchased the subject property on February 11, 2021. It is a residential property consisting of three (3) units. She testified that she first served the tenants the RAP Notice in July of 2021 in English and Spanish. She served the tenants the RAP Notice again in July of 2022, this time in English, Spanish, and Chinese.

With her petition, the owner submitted the following documentation:

1. A copy of the RAP Notices served in July of 2022 to all tenants.<sup>1</sup>
2. 2014 Rent and Expenses
  - a. A spreadsheet prepared by the owner listing the monthly rent for each unit by year.<sup>2</sup> The spreadsheet indicates that the monthly rent for each unit in 2014 was \$600.00.
  - b. Tenant Estoppel Certificates for each unit completed in December of 2020, prior to the sale of the property to the current owner.<sup>3</sup> The owner testified that she submitted the certificates to show that the rent amount in 2020 for each unit was \$750.00. She further testified that she issued rent increases in October of 2021 and October of 2022. Finally, the owner testified that the base rent for each unit at the time of the hearing was \$787.18.
  - c. Property Tax Statements for 2014 totaling \$2,148.40.<sup>4</sup>
  - d. A spreadsheet prepared by the owner indicating estimated business tax license fees in the amount of 612.82 for the year 2014.<sup>5</sup> The owner testified that the prior owner paid the business tax license fees in 2014. She was unable to obtain any documentation verifying the amount of fees paid in 2014, so she submitted an estimate.
3. 2021 Rent and Expenses
  - a. A spreadsheet prepared by the owner indicating a total rental income for 2021 in the amount of \$24,128.25. The owner also submitted a Buyer's Closing Statement and rent increase notices to support the rental income amount for

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<sup>1</sup> Exhibit 1

<sup>2</sup> Exhibit 2a

<sup>3</sup> Exhibit 2b

<sup>4</sup> Exhibit 2c

<sup>5</sup> Exhibit 2d

2021.<sup>6</sup>

- b. Waste Management invoices for 2021 totaling \$534.62.<sup>7</sup> The owner testified that she was unable to obtain Waste Management invoices for 2014.
  - c. Homeowner's Insurance Statement for 2021 totaling \$1,097.00.<sup>8</sup> The owner was unable to obtain records for homeowner's insurance payments in 2014.
  - d. Documentation supporting repair costs for 2021 totaling \$7,095.45.<sup>9</sup>
  - e. Property Tax Statements and receipts for 2021 totaling \$7,007.82.<sup>10</sup>
  - f. Business License Tax receipt for 2021 totaling \$1,032.95.<sup>11</sup>
4. A completed Worksheet C – Fair Return.<sup>12</sup>

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<sup>6</sup> Exhibit 3a

<sup>7</sup> Exhibit 3b

<sup>8</sup> Exhibit 3c

<sup>9</sup> Exhibit 3d

<sup>10</sup> Exhibit 3e

<sup>11</sup> Exhibit 3f

<sup>12</sup> Exhibit 4

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

### Constitutionally Required Fair Return

The City of Oakland Rent Adjustment Ordinance permits owners to claim that a rent increase greater than the CPI rent increase is necessary to meet constitutional or fair return requirement.<sup>13</sup> However, the Ordinance does not set out any guidelines or particular standard for determining such 'fair return'.

### Fair Return as Determined by the Courts

Over the years, the Courts have held that a rent control regulation system must be applied so as to provide investors a fair return.<sup>14</sup> The term 'fair return' is incapable of precise definition. It must be high enough "to encourage good management, reward efficiency, discourage the flight of capital and enable operators to maintain their credit."<sup>15</sup>

On the other hand, it cannot be so high as to defeat the purposes of rent control and the rate of return permitted may not be as high as prevailed in the industry prior to regulation nor as much as the investor might obtain by placing his capital elsewhere.<sup>16</sup>

The Supreme Court held that "comparison of the rate of return of rent-controlled mobile home parks with those of non-rent-controlled parks ... is of limited utility in establishing the constitutional minimum rate of return because it is not the case that a rent-controlled investment must earn the same as a non-rent-controlled one."<sup>17</sup>

### Formulas to Calculate Fair Return

The California Supreme Court has held that rent control ordinances may incorporate "any of a variety of formulas" for calculating rent increases and satisfy the fair return standard.<sup>18</sup> Recently, the courts have further stressed that the rent control agencies are not obliged by either the state or federal Constitution to fix rents by application of any particular method or formula.<sup>19</sup>

Despite not requiring one specific approach, the courts have indicated in several cases that maintenance of net operating income ("**MNOI**") is a reasonable and preferred

<sup>13</sup> O.M.C. Section 8.22.070(c)(2)(e)

<sup>14</sup> *Kavanau v. Santa Monica Rent Control Bd.* (1997), 16 Cal. 4<sup>th</sup> 761, 771

<sup>15</sup> *Cole v. City of Oakland Residential Rent Arbitration Bd.* (1992) 3 Cal. App. 4<sup>th</sup> 693

<sup>16</sup> *Oceanside Mobile Home Park Owners' Assn. v. City of Oceanside* (1984) 157 Cal. App. 3d 887, 907

<sup>17</sup> *Galland v. City of Clovis* (2001) 24 Cal. 4<sup>th</sup> 1003, pp. 1026-27

<sup>18</sup> *Kavanau*, supra, 16 Cal. 4<sup>th</sup> at p. 761

<sup>19</sup> *Colony Cove Properties LLC v. City of Carson* (2013) 220 Cal. App. 4<sup>th</sup> 840, 867

standard, commonly used in other jurisdictions.<sup>20</sup> This standard provides that owners are entitled to seek rent increases sufficient to allow them to maintain the same net operating income, adjusted for inflation, as they had in a comparison ("base") year. Net operating income is the income remaining after subtracting regular operating expenses.

The MNOI approach does not focus on how much the owner chose to pay for a rent-controlled property or how the purchase was financed. The mortgage principal and interest payments are excluded from consideration. The rationale for an MNOI approach is that the owners are permitted an equal rate of growth regardless of their particular purchase and financing arrangements. Therefore, rents are regulated depending on increases in expenses and the inflation rate (CPI).

#### Evidence Required to Calculate Fair Return

No matter which formula or standard for calculating fair return is used, the following are the minimum evidentiary requirements necessary to run the calculations:<sup>21</sup>

- The amount that the owner has invested in the property;
- The amount, if any, that the property has appreciated in value during the time that it has been owned by the owner;
- The owner's net operating income during the time that the owner has owned the property (evidence of gross rental income and evidence of payments for regular operating expenses);
- The average return on other investments having risks comparable to the ownership of the subject property during the time that the owner has owned the property.

While the owner submitted various expenses for 2021 that she used to determine a fair return, the owner did not provide evidence of expenses in the same categories for the base year 2014. Without these documents, the Rent Adjustment Program is not able to determine the amounts to be used for the calculations and cannot calculate the fair return, no matter what standard/formula is used.

In addition, the owner provided no evidence of the amount, if any, that the property has appreciated in value during her ownership. Rental property owners typically earn a return on their investment from the income the property earns and the increase in value of the property over time. Without appraisals done by independent experts, both at the time of purchase and at the time the owner petition is filed, the Rent Adjustment Program cannot know how much money has already been earned by the owner in appreciation.

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<sup>20</sup> See *Oceanside Mobilehome Park Owners Ass'n v. City of Oceanside* (1984) 157 Cal.App.3d 887; *Palomar Mobilehome Park Ass'n v. Mobile Home Rent Review Commission [San Marcos]* (1993) 16 Cal. App.4<sup>th</sup> 481; *Colony Cove, supra*, 220 Cal.App.4<sup>th</sup> 840

<sup>21</sup> *Fisher v. City of Berkeley* (1984) 37 Cal. 3d 644

Therefore, the owner has not sustained her burden of proving that the proposed rent increases are necessary to meet the constitutionally required fair return.

**ORDER**

1. The petition L22-0065 is denied.

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

Dated: August 9, 2023

Maimoona Ahmad  
Maimoona S. Ahmad  
Hearing Officer, Rent Adjustment Program

**PROOF OF SERVICE**  
**Case Number: L22-0065**  
**Case Name: Sukarto v. Tenants**

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

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

**Documents Included**

Hearing Decision

**Owner**

Abby Sukarto  
2000 Broadway St Unit 813  
San Francisco, CA 94115

**Tenant**

Alejandro Reyes  
468 DOUGLAS AV  
Oakland, CA 94603

**Tenant**

Marcos Rios Valdez  
472 DOUGLAS AV  
Oakland, CA 94603

**Tenant**

Salvador Maldonado  
474 DOUGLAS AV  
Oakland, CA 94603

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 **August 10, 2023** in Oakland, California.



Teresa Brown-Morris  
Oakland Rent Adjustment Program



CITY OF OAKLAND

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

For Rent Adjustment Program date stamp:  
**RECEIVED**  
**AUG 24 2023**  
**RENT ADJUSTMENT PROGRAM**  
**OAKLAND**

## APPEAL

<b>Appellant's Name</b> Abby Sukarto	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 468 Douglas Ave, Oakland, CA 94603 472 Douglas Ave, Oakland, CA 94603 474 Douglas Ave, Oakland, CA 94603	
<b>Appellant's Mailing Address (For receipt of notices)</b> 259 Moscow St, San Francisco, CA 94112	<b>Case Number</b> L22-0065
	<b>Date of Decision appealed</b> 8/23/2023
<b>Name of Representative (if any)</b> N/A	<b>Representative's Mailing Address (For notices)</b> N/A

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.

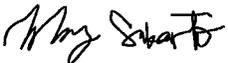
- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
  - a)  The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions 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.)*

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

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

- You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. • I declare under penalty of perjury under the laws of the State of California that on August 23rd, 2023, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Alejandro Reyes	Salvador Maldonado
<b>Address</b>	468 Douglas Ave.	474 Douglas Ave.
<b>City, State Zip</b>	Oakland, CA 94603	Oakland, CA 94603
<b>Name</b>	Marcos Rios Valdez	
<b>Address</b>	472 Douglas Ave.	
<b>City, State Zip</b>	Oakland, CA 94603	

	08/23/2023
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**SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE**

**DATE**

## **IMPORTANT INFORMATION:**

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

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





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

CITY OF OAKLAND

Department of Housing and Community Development  
Rent Adjustment Program

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

## **HEARING DECISION**

**CASE NUMBERS:** L22-0065 Sukarto v. Tenants  
**PROPERTY ADDRESS:** 468 Douglas Avenue, Oakland, CA  
**DATE OF HEARING:** April 26, 2023  
**DATE OF DECISION:** August 9, 2023  
**APPEARANCES:**  
Marci Valdivieso - Interpreter  
Alejandro Reyes - Tenant  
Marcos Valdez - Tenant  
Salvador Maldonado - Tenant  
Maria Huerta - Tenant  
Abby Sukarto - Owner

### **SUMMARY OF DECISION**

The owner's petition is denied.

### **CONTENTIONS OF THE PARTIES**

The owner filed a petition on December 7, 2022, requesting approval for a rent increase on the basis of fair return.

No tenant filed a response to the owner petition. Tenants Alejandro Reyes, Marcos Rios Valdez, Salvador Maldonado, and Maria Huerta appeared at the Hearing.

## **ISSUE**

1. Is the owner entitled to a rent increase based on fair return?

## **EVIDENCE**

The owner testified that she purchased the subject property on February 11, 2021. It is a residential property consisting of three (3) units. She testified that she first served the tenants the RAP Notice in July of 2021 in English and Spanish. She served the tenants the RAP Notice again in July of 2022, this time in English, Spanish, and Chinese.

With her petition, the owner submitted the following documentation:

1. A copy of the RAP Notices served in July of 2022 to all tenants.<sup>1</sup>
2. 2014 Rent and Expenses
  - a. A spreadsheet prepared by the owner listing the monthly rent for each unit by year.<sup>2</sup> The spreadsheet indicates that the monthly rent for each unit in 2014 was \$600.00.
  - b. Tenant Estoppel Certificates for each unit completed in December of 2020, prior to the sale of the property to the current owner.<sup>3</sup> The owner testified that she submitted the certificates to show that the rent amount in 2020 for each unit was \$750.00. She further testified that she issued rent increases in October of 2021 and October of 2022. Finally, the owner testified that the base rent for each unit at the time of the hearing was \$787.18.
  - c. Property Tax Statements for 2014 totaling \$2,148.40.<sup>4</sup>
  - d. A spreadsheet prepared by the owner indicating estimated business tax license fees in the amount of 612.82 for the year 2014.<sup>5</sup> The owner testified that the prior owner paid the business tax license fees in 2014. She was unable to obtain any documentation verifying the amount of fees paid in 2014, so she submitted an estimate.
3. 2021 Rent and Expenses
  - a. A spreadsheet prepared by the owner indicating a total rental income for 2021 in the amount of \$24,128.25. The owner also submitted a Buyer's Closing Statement and rent increase notices to support the rental income amount for

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<sup>1</sup> Exhibit 1

<sup>2</sup> Exhibit 2a

<sup>3</sup> Exhibit 2b

<sup>4</sup> Exhibit 2c

<sup>5</sup> Exhibit 2d

2021.<sup>6</sup>

- b. Waste Management invoices for 2021 totaling \$534.62.<sup>7</sup> The owner testified that she was unable to obtain Waste Management invoices for 2014.
  - c. Homeowner's Insurance Statement for 2021 totaling \$1,097.00.<sup>8</sup> The owner was unable to obtain records for homeowner's insurance payments in 2014.
  - d. Documentation supporting repair costs for 2021 totaling \$7,095.45.<sup>9</sup>
  - e. Property Tax Statements and receipts for 2021 totaling \$7,007.82.<sup>10</sup>
  - f. Business License Tax receipt for 2021 totaling \$1,032.95.<sup>11</sup>
4. A completed Worksheet C – Fair Return.<sup>12</sup>

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<sup>6</sup> Exhibit 3a  
<sup>7</sup> Exhibit 3b  
<sup>8</sup> Exhibit 3c  
<sup>9</sup> Exhibit 3d  
<sup>10</sup> Exhibit 3e  
<sup>11</sup> Exhibit 3f  
<sup>12</sup> Exhibit 4

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

### Constitutionally Required Fair Return

The City of Oakland Rent Adjustment Ordinance permits owners to claim that a rent increase greater than the CPI rent increase is necessary to meet constitutional or fair return requirement.<sup>13</sup> However, the Ordinance does not set out any guidelines or particular standard for determining such 'fair return'.

### Fair Return as Determined by the Courts

Over the years, the Courts have held that a rent control regulation system must be applied so as to provide investors a fair return.<sup>14</sup> The term 'fair return' is incapable of precise definition. It must be high enough "to encourage good management, reward efficiency, discourage the flight of capital and enable operators to maintain their credit."<sup>15</sup>

On the other hand, it cannot be so high as to defeat the purposes of rent control and the rate of return permitted may not be as high as prevailed in the industry prior to regulation nor as much as the investor might obtain by placing his capital elsewhere.<sup>16</sup>

The Supreme Court held that "comparison of the rate of return of rent-controlled mobile home parks with those of non-rent-controlled parks ... is of limited utility in establishing the constitutional minimum rate of return because it is not the case that a rent-controlled investment must earn the same as a non-rent-controlled one."<sup>17</sup>

### Formulas to Calculate Fair Return

The California Supreme Court has held that rent control ordinances may incorporate "any of a variety of formulas" for calculating rent increases and satisfy the fair return standard.<sup>18</sup> Recently, the courts have further stressed that the rent control agencies are not obliged by either the state or federal Constitution to fix rents by application of any particular method or formula.<sup>19</sup>

Despite not requiring one specific approach, the courts have indicated in several cases that maintenance of net operating income ("MNOI") is a reasonable and preferred

<sup>13</sup> O.M.C. Section 8.22.070(c)(2)(e)

<sup>14</sup> *Kavanau v. Santa Monica Rent Control Bd.* (1997), 16 Cal. 4<sup>th</sup> 761, 771

<sup>15</sup> *Cole v. City of Oakland Residential Rent Arbitration Bd.* (1992) 3 Cal. App. 4<sup>th</sup> 693

<sup>16</sup> *Oceanside Mobile Home Park Owners' Assn. v. City of Oceanside* (1984) 157 Cal. App. 3d 887, 907

<sup>17</sup> *Galland v. City of Clovis* (2001) 24 Cal. 4<sup>th</sup> 1003, pp. 1026-27

<sup>18</sup> *Kavanau*, supra, 16 Cal. 4<sup>th</sup> at p. 761

<sup>19</sup> *Colony Cove Properties LLC v. City of Carson* (2013) 220 Cal. App. 4<sup>th</sup> 840, 867

standard, commonly used in other jurisdictions.<sup>20</sup> This standard provides that owners are entitled to seek rent increases sufficient to allow them to maintain the same net operating income, adjusted for inflation, as they had in a comparison ("base") year. Net operating income is the income remaining after subtracting regular operating expenses.

The MNOI approach does not focus on how much the owner chose to pay for a rent-controlled property or how the purchase was financed. The mortgage principal and interest payments are excluded from consideration. The rationale for an MNOI approach is that the owners are permitted an equal rate of growth regardless of their particular purchase and financing arrangements. Therefore, rents are regulated depending on increases in expenses and the inflation rate (CPI).

#### Evidence Required to Calculate Fair Return

No matter which formula or standard for calculating fair return is used, the following are the minimum evidentiary requirements necessary to run the calculations:<sup>21</sup>

- The amount that the owner has invested in the property;
- The amount, if any, that the property has appreciated in value during the time that it has been owned by the owner;
- The owner's net operating income during the time that the owner has owned the property (evidence of gross rental income and evidence of payments for regular operating expenses);
- The average return on other investments having risks comparable to the ownership of the subject property during the time that the owner has owned the property.

While the owner submitted various expenses for 2021 that she used to determine a fair return, the owner did not provide evidence of expenses in the same categories for the base year 2014. Without these documents, the Rent Adjustment Program is not able to determine the amounts to be used for the calculations and cannot calculate the fair return, no matter what standard/formula is used.

In addition, the owner provided no evidence of the amount, if any, that the property has appreciated in value during her ownership. Rental property owners typically earn a return on their investment from the income the property earns and the increase in value of the property over time. Without appraisals done by independent experts, both at the time of purchase and at the time the owner petition is filed, the Rent Adjustment Program cannot know how much money has already been earned by the owner in appreciation.

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<sup>20</sup> See *Oceanside Mobilehome Park Owners Ass'n v. City of Oceanside* (1984) 157 Cal.App.3d 887; *Palomar Mobilehome Park Ass'n v. Mobile Home Rent Review Commission [San Marcos]* (1993) 16 Cal. App.4th 481; *Colony Cove, supra*, 220 Cal.App.4th 840

<sup>21</sup> *Fisher v. City of Berkeley* (1984) 37 Cal. 3d 644

Therefore, the owner has not sustained her burden of proving that the proposed rent increases are necessary to meet the constitutionally required fair return.

**ORDER**

1. The petition L22-0065 is denied.

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

Dated: August 9, 2023

Maimoona Ahmad  
Maimoona S. Ahmad  
Hearing Officer, Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number: L22-0065**

**Case Name: Sukarto v. Tenants**

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

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

**Documents Included**

Hearing Decision

**Owner**

Abby Sukarto  
2000 Broadway St Unit 813  
San Francisco, CA 94115

**Tenant**

Alejandro Reyes  
468 DOUGLAS AV  
Oakland, CA 94603

**Tenant**

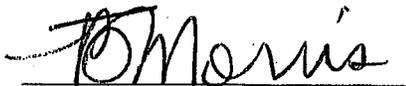
Marcos Rios Valdez  
472 DOUGLAS AV  
Oakland, CA 94603

**Tenant**

Salvador Maldonado  
474 DOUGLAS AV  
Oakland, CA 94603

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 **August 10, 2023** in Oakland, California.



Teresa Brown-Morris  
Oakland Rent Adjustment Program



**The reasons of appealing the case # L22-0065 on fair return basis are the following.**

1. The petition was denied due to not providing some expenses in 2014.  
The petitioner, who is the current owner, did not own the property until 2/11/2021. She had tried to obtain the expense information from the previous owner, the listing agent of property sale, company (i.e. Waste Management), but she was not able to. Not being able to provide expenses for the year of property not owned by the petitioner was not a failure or lack of effort from the petitioner. Therefore, for this appeal, the petitioner added the amount on the 2014 expenses and provided the rationales (see fair return worksheet C).
2. The petition was denied due to not providing property appraisals by independent appraiser on the purchase year vs. the year of petition filed. An appraised value of the property is not an income, but only an estimate, that cannot be included as part of the calculation of Maintenance Net Operating income (MNOI) to determine the fair return. Fair return only involves the income and operating expenses in base year vs. current year. Therefore, the request for property appraisal values to determine fair return is not substantiated.

[Faint, illegible text]

## WORKSHEET C

### FAIR RETURN

**Petitions based on Fair Return must include the below information.** Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.

	<b>BASE YEAR (2014)</b>		<b>LAST YEAR</b>	
	From: <u>01/01/14</u> (mm/dd/yy)	to <u>12/31/14</u> (mm/dd/yy)	From: <u>02/11/21</u> (mm/dd/yy)	to <u>12/31/21</u> (mm/dd/yy)
<b>INCOME</b>				
Rents	\$ 21,600		\$ 24,128	
Parking	\$		\$	
Laundry	\$		\$	
Other: _____	\$		\$	
Imputed rent if any unit owner/manager-occupied	\$		\$	
Imputed rent if any unit not rented to capacity	\$		\$	
Total:	\$ 21,600		\$ 24,128	
<b>EXPENSES</b>				
Electricity/Gas	\$		\$	
Garbage	\$ 535 *		\$ 535	
Water/Sewer	\$		\$	
Insurance	\$ 0 **		\$ 1,097	
Maintenance/Repairs	\$ 0 ***		\$ 7,095	
Pest Control	\$		\$	
Laundry Expenses	\$		\$	
Parking	\$		\$	
Elevator Service	\$		\$	
Security	\$		\$	
Property Taxes	\$ 2,148		\$ 7,008	
Business License	\$ 613		\$ 1,033	
Management Expenses	\$		\$	
Furnishings	\$		\$	
Capital Improvements (Amortized cost)	\$		\$	
Other: _____	\$		\$	
Other: _____	\$		\$	
Total:	\$ 3,296		\$ 16,768	

\*: 2021 garbage fee (\$534.62) was added on garbage expense for 2014 base year since the current owner could not get the annual garbage fee from the previous owner, Waste management agents or website, and current owner did not possess the property until 2/11/2021. In addition, Waste Management only allows the owner to be the account holder of garbage service and garbage was paid by the previous owner per tenants and sale disclosure; therefore, garbage fee was added on 2014 operating expense.

\*\* : Current owner was not able to get the insurance expense from the previous owner. The insurance expense on 2014 base year was put \$0 for reasonable reasonings, such as no mortgage history on the property (pg. 13) and thus not mandatory to have insurance policy on the property, and low rent due to repairs done by tenants.

\*\*\*: Maintenance/ repair expense could not be obtained from the previous owner. Most repair was done by tenants and thus the maintenance/ repair expense for 2014 base year was put \$0.



**XVI. Net  
Operating  
Income (NOI)**

**Net Operating Income = Income – Operating Expenses:**\*

	Base Year (2014)	Current Year (2021)
<b>1. Total Annual Income</b>	\$ <u>21,600</u>	\$ <u>24,128.25</u>
<b>2. Annual Operating Expenses</b>	\$ <u>3,295.84</u>	\$ <u>16,767.84</u>
<b>3. Current Net Annual Operating Income (Income – Operating Expenses):</b>	\$ <u>18,504.16</u>	\$ <u>7,360.41</u>
<b>4. CPI</b> [Annual Average CPI]	<u>252.3**</u>	<u>310.6**</u>
<b>5. Percent Annual Increase in CPI Base Year to Current Year</b> [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI]		<u>23.1%</u>
<b>6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase</b> [Line 3 Base Year + Line 5 percent]		\$ <u>22,779.99</u>
<b>7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase</b> [Line 3 Current Year – Line 6]		\$ <u>15,419.58</u>
<b>8. Allowable Rent Increase/Unit/Month</b> (Line 7 divided by Number of Units divided by 12 months)		\$ <u>428.32</u>

\*: This template was taken from the Maintenance Net Operating Income (MNOI) from the City of Richmond.

\*\* : CPI values were taken from the annual average Bay Area CPI (pg. 15).



Annual scheduled rent increase

Unit #	Rent	Date of increase	AGA Increase	AGA taken	AGA deferred	Fair return increase	Fair return taken	Fair return deferred	Comment
468	\$ 750.00	2020	\$ 50.00	7.14%	10.69%				By previous owner
472	\$ 750.00	2020	\$ 50.00	7.14%	10.69%				By previous owner
474	\$ 750.00	2020	\$ 50.00	7.14%	13.99%				By previous owner
468	\$ 764.25	10/1/21	\$ 14.25	1.9%	10.69%				
472	\$ 764.25	10/1/21	\$ 14.25	1.9%	10.69%				
474	\$ 764.25	10/1/21	\$ 14.25	1.9%	13.99%				
468	\$ 787.18	10/1/22	\$ 22.93	3.0%	10.69%				
472	\$ 787.18	10/1/22	\$ 22.93	3.0%	10.69%				
474	\$ 787.18	10/1/22	\$ 22.93	3.0%	13.99%				
468	\$ 806.86	10/1/23	\$ 19.68	2.5%	10.69%	\$0.00	0%	\$ 428.32	
472	\$ 806.86	10/1/23	\$ 19.68	2.5%	10.69%	\$0.00	0%	\$ 428.32	
474	\$ 806.86	10/1/23	\$ 19.68	2.5%	13.99%	\$0.00	0%	\$ 428.32	
468	\$ 887.54	TBD (2023)	\$0.00	0.0	10.69%	\$ 80.69	10%	\$ 347.64	
472	\$ 887.54	TBD (2023)	\$0.00	0.0	10.69%	\$ 80.69	10%	\$ 347.64	
474	\$ 887.54	TBD (2023)	\$0.00	0.0	13.99%	\$ 80.69	10%	\$ 347.64	
468	\$ 976.30	10/1/24	\$0.00	0.0	10.69%+2024 CPI	\$ 88.75	10%	\$ 258.88	
472	\$ 976.30	10/1/24	\$0.00	0.0	10.69%+2024 CPI	\$ 88.75	10%	\$ 258.88	
474	\$ 976.30	10/1/24	\$0.00	0.0	13.99%+2024 CPI	\$ 88.75	10%	\$ 258.88	
468	\$ 1,073.93	10/1/25	\$0.00	0.0	10.69%+2024 CPI+2025 CPI	\$ 97.63	10%	\$ 161.25	
472	\$ 1,073.93	10/1/25	\$0.00	0.0	10.69%+2024 CPI+2025 CPI	\$ 97.63	10%	\$ 161.25	
474	\$ 1,073.93	10/1/25	\$0.00	0.0	13.99%+2024 CPI+2025 CPI	\$ 97.63	10%	\$ 161.25	
468	\$ 1,181.32	10/1/26	\$0.00	0.0	10.69%+2024 CPI+2025 CPI+2026 CPI	\$ 107.39	10%	\$ 53.86	
472	\$ 1,181.32	10/1/26	\$0.00	0.0	10.69%+2024 CPI+2025 CPI+2026 CPI	\$ 107.39	10%	\$ 53.86	
474	\$ 1,181.32	10/1/26	\$0.00	0.0	13.99%+2024 CPI+2025 CPI+2026 CPI	\$ 107.39	10%	\$ 53.86	
468	\$ 1,235.18	10/1/27	\$0.00	0.0	10.69%+2024 CPI+2025 CPI+2026 CPI+2027 CPI	\$ 53.86	4.6%	\$ (0.00)	
472	\$ 1,235.18	10/1/27	\$0.00	0.0	10.69%+2024 CPI+2025 CPI+2026 CPI+2027 CPI	\$ 53.86	4.6%	\$ (0.00)	
474	\$ 1,235.18	10/1/27	\$0.00	0.0	13.99%+2024 CPI+2025 CPI+2026 CPI+2027 CPI	\$ 53.86	4.6%	\$ (0.00)	

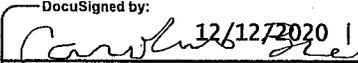


# MLS Tax Suite™

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Monday, November 16, 2020

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 12/12/2020 3:27 PM EST

Seller FB6A9AB27234D1... Date

Seller Date

Received 3 Pages

No Images Available

Buyer Date

Buyer Date



**LOCATION**

**Property Address** 468 Douglas Ave  
Oakland, CA 94603-2908

**Subdivision**

**Carrier Route** C011

**County** Alameda County, CA

**GENERAL PARCEL INFORMATION**

**APN/Tax ID** 45-5364-11

**Alt. APN** 045 -5364-011-00

**Account Number**

**Tax Area** 17-032

**2010 Census Trct/Blk** 4091/1

**Assessor Roll Year** 2020

**PROPERTY SUMMARY**

**Property Type** Residential

**Land Use** Triplex 3 Units Any Combination

**Improvement Type** Triplex 3 Units Any Combination

**Square Feet** 2377

**# of Buildings** 1

**CURRENT OWNER**

**Name** Brown Caroline Rown Family Trust

**Mailing Address** 680 Alta Vista Dr  
Sierra Madre, CA 91024-1414

**Owner Occupied** No

**SALES HISTORY THROUGH 09/11/2020**

Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
12/18/2019	1/21/2020		Brown Caroline	Brown Caroline	Intrafamily Transfer & Dissolution		2020012767
6/25/2019	7/9/2019		Brown Caroline	Brown Roger Alan	Affidavit Of Death		2019130819
5/2/1966	5/2/1966		Brown Roger A & Caroline				AY 055800

**TAX ASSESSMENT**

Tax Assessment	2020	Change (%)	2019	Change (%)	2018
<b>Assessed Land</b>	\$12,106.00	\$238.00 (2.0%)	\$11,868.00	\$232.00 (2.0%)	\$11,636.00
<b>Assessed Improvements</b>	\$43,043.00	\$843.00 (2.0%)	\$42,200.00	\$828.00 (2.0%)	\$41,372.00
<b>Total Assessment</b>	\$55,149.00	\$1,081.00 (2.0%)	\$54,068.00	\$1,060.00 (2.0%)	\$53,008.00
<b>Exempt Reason</b>					

% Improved 78%

**TAXES**

Tax Year	City Taxes	County Taxes	Total Taxes
2019			\$2,604.54
2018			\$2,549.40
2017			\$2,348.88
2016			\$2,180.34
2015			\$2,158.72
2014			\$2,179.96
2013			\$2,116.84

**MORTGAGE HISTORY**

(No mortgages were found for this parcel.)

**FORECLOSURE HISTORY**

No foreclosures were found for this parcel.

**PROPERTY CHARACTERISTICS: BUILDING**

**Building # 1**

Type	Triplex 3 Units Any Combination	Condition		Units	3
Year Built	1944	Effective Year	1950	Stories	1
BRs	6	Baths	3 F H	Rooms	12
Total Sq. Ft.	2,377				

Building Square Feet (Living Space)

Building Square Feet (Other)

**- CONSTRUCTION**

Quality	C	Roof Framing	
Shape		Roof Cover Deck	
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	
Foundation		Interior Finish	
Floor System		Air Conditioning	
Exterior Wall		Heat Type	
Structural Framing		Bathroom Tile	
Fireplace		Plumbing Fixtures	

**- OTHER**

Occupancy	Building Data Source
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**PROPERTY CHARACTERISTICS: EXTRA FEATURES**

No extra features were found for this parcel.

**PROPERTY CHARACTERISTICS: LOT**

Land Use	Triplex 3 Units Any Combination	Lot Dimensions	
Block/Lot		Lot Square Feet	7,423
Latitude/Longitude	37.731672°/-122.181304°	Acreage	0.17

**PROPERTY CHARACTERISTICS: UTILITIES/AREA**

Gas Source	Road Type
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**Electric Source**

**Topography**

**Water Source**

**District Trend**

**Sewer Source**

**School District**

**Zoning Code**

**Owner Type**

**SHORT TERM RENTAL OPPORTUNITY**

<b>Annual Revenue</b>	<b>Average Daily Rate</b>	<b>Occupancy Rate</b>	No short-term rental information was found for this parcel
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**LEGAL DESCRIPTION**

**Subdivision**

**Plat Book/Page**

**Block/Lot**

**Tax Area**

17-032

**Description**

**FEMA FLOOD ZONES**

<b>Zone Code</b>	<b>Flood Risk</b>	<b>BFE</b>	<b>Description</b>	<b>FIRM Panel ID</b>	<b>FIRM Panel Eff. Date</b>
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	065048-06001C0256G	08/03/2009





# Consumer Price Index



July 12, 2023 Update

## The Bay Area Consumer Price Index

The Consumer Price Index (CPI) measures the change in the price of a range of goods and services over time.

The change in the Index is referred to as the rate of inflation. The numbers presented are prepared by the *Bureau of Labor Statistics* for the *Consolidated Metropolitan Statistical Area* covering San Francisco, Oakland and San Jose. This series is generally used as representative of the CPI for the nine-county Bay Area region, although a change in the sample geography in 2018 means the Index is now reported for the *San Francisco-Oakland-Hayward, CA Core Based Statistical Area*, covering Alameda, Contra Costa, Marin, San Francisco and San Mateo counties and not the remaining counties.

Raw *Bureau of Labor Statistics* CPI numbers are provided below. Annual averages are provided, followed by bimonthly values. The base year is an average of 1982, 1983 and 1984 (hence 1982-84=100).

### Monthly Bay Area Index

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Avg
2023	---	337.2	---	338.5	---	340.1	---	---	---	---	---	---	---
2022	---	320.2	---	324.9	---	330.5	---	328.9	---	332.1	---	331.2	328.0
2021	---	304.4	---	309.4	---	309.5	---	311.2	---	313.3	---	315.8	310.6
2020	---	299.7	---	298.1	---	300.0	---	300.2	---	301.7	---	302.9	300.4
2019	---	291.2	---	294.8	---	295.3	---	295.5	---	298.4	---	297.0	295.4
2018	---	281.3	---	283.4	---	286.1	---	287.7	---	289.7	---	289.9	286.3
2017	---	271.6	---	274.6	---	275.3	---	275.9	---	277.6	---	277.4	275.4
2016	---	262.6	---	264.6	---	266.0	---	267.9	---	270.3	---	269.5	266.8
2015	---	254.9	---	257.6	---	259.1	---	259.9	---	261.0	---	260.3	258.8
(2014)	---	248.6	---	251.5	---	253.3	---	253.4	---	254.5	---	252.3	(252.3)
2013	---	242.7	---	244.7	---	245.9	---	246.1	---	246.6	---	245.7	245.3





## MEMORANDUM

**Date:** October 20, 2023  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Kent Qian, Deputy City Attorney  
**Re:** Appeal Recommendation in L22-0065 Sukarto v. Tenants  
**Appeal Hearing Date:** October 26, 2023

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Property Address: 468 Douglas Avenue, Oakland, CA

### **BACKGROUND**

The owner filed a petition on December 7, 2022, requesting approval for a rent increase on the basis of fair return.

### **RULING ON THE CASE**

The hearing officer denied the petition, ruling that:

1. The owner provided various expenses for 2021, but the owner did not provide evidence of the same expenses for 2014, the base year. Without documentation of 2014 expenses, the hearing officer cannot determine if any rent increases would be warranted under fair return.
2. The owner did not provide evidence of appreciation in value of the property.

### **GROUND FOR APPEAL**

The owner appealed the hearing decision on the following grounds:

1. The owner could not provide evidence of 2014 expenses because the owner did not own the property until February 11, 2021. The owner attaches new evidence of a spreadsheet listing the owner's estimate of 2014 expenses.
2. Value of property is not a proper consideration under Maintenance of Net Operating Income formula to determine fair return.

## ISSUES

1. Did substantial evidence support hearing officer's decision that the owner failed to provide sufficient documentation to support a fair return petition?
2. Did the hearing officer correctly rule that the owner must submit evidence of the value of property appreciation?

## APPLICABLE LAW AND PAST BOARD DECISIONS

### I. Fair Return

#### **Appendix A, Section 10.5**

##### 10.5 "Fair Return"

10.5.1 Owners are entitled to the opportunity to receive a fair return. Ordinarily, a fair return will be measured by maintaining the net operating income (NOI) produced by the property in a base year, subject to CPI related adjustments. Permissible rent increases will be adjusted upon a showing that the NOI in the comparison year is not equal to the base year NOI.

##### 10.5.2 Maintenance of Net Operating Income (MNOI) Calculations

1. The base year shall be the calendar year 2014.
  - a. New owners are expected to obtain relevant records from prior owners.
  - b. Hearing officers are authorized to use a different base date, however, if an owner can demonstrate that relevant records were unavailable (e.g., in a foreclosure sale) or that use of base year 2014 will otherwise result in injustice.
2. The NOI for a property shall be the gross income less the following: property taxes, housing service costs, and the amortized cost of capital improvements. Gross income shall be the total of gross rents lawfully collectible from a property at 100% occupancy, plus any other consideration received or receivable for, or in connection with, the use or occupancy of rental units and housing services. Gross rents collectible shall include the imputed rental value of owner-occupied units.
3. When an expense amount for a particular year is not a reasonable projection of ongoing or future expenditures for that item, said expense shall be averaged with the expense level for that item for other years or amortized or adjusted by the CPI or may otherwise be adjusted, in order to establish an expense amount for that item which most reasonably serves the objectives of obtaining a reasonable comparison of base year and current year expenses.

10.5.3 Owners may present methodologies alternative to MNOI for assessing their fair return if they believe that an MNOI analysis will not adequately address the fair return considerations in their case. To pursue an alternative methodology, owners must first show that they cannot get a fair return under

an MNOI analysis. They must specifically state in the petition the factual and legal bases for the claim, including any calculations.

### **RECOMMENDED OUTCOME**

The hearing officer's decision did not apply the MNOI method under Rent Regulation Appendix A, Section 10.5, which compares the Net Operating Income of the base year versus Net Operating Income of current year and does not consider appreciation value.

Accordingly, the Office of the City Attorney recommends that the Board remand the decision to the hearing officer to apply the MNOI method and to determine whether the evidence in the record is sufficient under the regulation's MNOI standard.