HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD REGULAR MEETING

July 11, 2024 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: July 11, 2024, 06:00 PM Pacific Time (US and Canada) Please click the link below to join the webinar:

https://us02web.zoom.us/j/81483272288

One tap mobile: +16694449171,,81483272288# US, +16699009128,,81483272288# US (San Jose)

Or by telephone: +1 669 444 9171 US, +1 669 900 9128 US (San Jose), +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 719 359 4580 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, +1 646 558 8656 US (New York), +1 646 931 3860 US, +1 689 278 1000 US

Webinar ID: 814 8327 2288

International Numbers Available: https://us02web.zoom.us/u/kvj601aWZ

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

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, 06/27/2024 (pp.4-7)

APPEALS*

- a. T23-0058, Brooks v. Campbell (pp.8-103)
- b. L22-0065, Sukarto v. Tenant (pp.104-253)
- 5. RESOLUTION (1) ADOPTING, SUBJECT TO CITY COUNCIL APPROVAL, AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO PERMIT ANY CATEGORY OF MEMBER OF THE HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO SERVE AS A BOARD OFFICER AND (2) RECOMMENDING THE CITY COUNCIL'S APPROVAL OF THE REGULATION AMENDMENT (pp.263-264)
- 6. INFORMATION AND ANNOUNCEMENTS
- 7. NEW BOARD BUSINESS
- 8. SCHEDULING AND REPORTS
- 9. OPEN FORUM
 - a. Comments from the public on all items will be taken at this time.
- 10. ADJOURNMENT

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

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

^{*}Staff appeal summaries will be available at the Rent Program website and the Clerk's office at least 72 hours prior to the meeting pursuant to 0.M.C. 2.20.080.C and 2.20.090

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

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

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HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD REGULAR MEETING

June 27, 2024 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 Nyila Webb from the Rent Adjustment Program (RAP), Housing and Community Development Department. Nyila Webb explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Ingram at 6:11 p.m.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
D. WILLIAMS	Tenant	X		
J. DEBOER	Tenant	X		
Vacant	Tenant Alt.			
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.			

Staff Present

Kent Qian Deputy City Attorney

Marguerita Fa-Kaji Senior Hearing Officer (RAP) Nyila Webb Administrative Assistant II (RAP)

3. PUBLIC COMMENT

a. No speaker card submitted; no comments were made.

4. CONSENT ITEMS

a. Approval of Board Minutes, 06/13/2024:

Chair D. Ingram moved to approve the Board Minutes from 06/13/2024. Member D. Williams seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, D. Williams, J. deBoer, M. Goolsby, C.

Jackson

Nay: None Abstain: None

The motion was approved.

5. APPEALS*

- a. L23-0057, Nakama v. Tenants
 - Nakama and Board discussed appeal.
 - Vice Chair C. Oshinuga made a motion to find that the appellant had good cause for failing to respond timely to the notice of incomplete petition and to reverse the hearing examiners decision to dismiss the appellants' petition. Appellant shall be granted 30 days from the date of service of the appeal decision to respond to the notice of incomplete petition. Member C. Jackson seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, D. Williams, J. deBoer, C. Jackson

Nay: None Abstain: None

The motion was approved.

- b. L23-0062, Sun v. Tenant
 - NO PARTY SHOWED
 - Vice Chair C. Oshinuga made a motion move to affirm the hearing examiners decision. Member C. Jackson seconded.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, D. Williams, J. deBoer, C. Jackson

Nay: None Abstain: None

The motion was approved.

- 6. RESOLUTION (1) ADOPTING, SUBJECT TO CITY COUNCIL APPROVAL, AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO PERMIT ANY CATEGORY OF MEMBER OF THE HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO SERVE AS A BOARD OFFICER AND (2) RECOMMENDING THE CITY COUNCIL'S APPROVAL OF THE REGULATION AMENDMENT (pp.15-16)
 - a. The Board discussed their positions on the resolution and will continue this resolution discussion.

7. INFORMATION AND ANNOUNCEMENTS

- a. City Attorney Kent Qian updated the Board about a potential ordinance that was recently withdrawn and set to be rescheduled for more feedback.
- b. City Council goes on recess in August and will resume business in September.
- c. Chair D. Ingram and Member M. Escobar are officially resigned from the HRRB as of 06/27/2024.

8. NEW BOARD BUSINESS

- a. Chair D. Ingram reiterated the importance of discussing the RESOLUTION (1) ADOPTING, SUBJECT TO CITY COUNCIL APPROVAL, AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO PERMIT ANY CATEGORY OF MEMBER OF THE HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO SERVE AS A BOARD OFFICER AND (2) RECOMMENDING THE CITY COUNCIL'S APPROVAL OF THE REGULATION AMENDMENT.
- b. Member D. Williams suggested a refresh training for the Board.
- c. Member C. Jackson suggested a training on various RAP services and their processes for a refresh of how appeals get set to the Board for hearings.
- d. Vice Chair C. Oshinuga suggested categorizing ordinances.

9. SCHEDULING AND REPORT

a. None.

10.OPEN FORUM

a. No speaker card submitted; no comments were made.

11. ADJOURMENT

a. The meeting was adjourned at 7:51 p.m.

CHRONOLOGICAL CASE REPORT

Case No.: T23-0058

Case Name: Brooks v. Campbell

Property Address: 200 Frisbie Street, Berkeley, CA 94702

Parties: Cheri Brooks (Tenant)

David Hall (Tenant Representative)

Severin Campbell (Owner)

TENANT APPEAL:

<u>Activity</u> <u>Date</u>

Petition Filed(Tenant) May 1, 2023

Response Filed(Owner) June 27, 2023

Tenant's Submissions August 10, 2023

Administrative Decision August 22, 2023

Appeal Filed(Owner) August 29, 2023

Appeal Hearing October 12, 2023

Appeal Decision November 7, 2023

Hearing Decision Mailed April 17, 2024

Appeal Filed April 26, 2024

Lawyaw Package ID: cb558e31-d40f-41f9-8ab5-9bb8ce60af70

TA3.0058 SM/AS



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



MAY -1 2023

HENT ADJUSTMENT PROGRAM OAKLAND

TENANT PETITION

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

Rental Unit Info	ormation				
200	Frisbie Street			#200	Oakland, CA 94611
Street Number	Street Name		Annual Control of the	Unit Number	Zip Code
Move-in Date: Jul	y 1 2010 Initia	l Rent at Move-In:	_{\$} 1045	Current	Rent: \$_1352.70
	zed or controlled by a Adjustment Program?				ther Yes No Not sure
Are you current on	DI No* C	hecking "No" without p smissed.)	rrent on your re providing an ade	nt or lawfully withho equate explanation I	lding rent in order to file a petition. nay result in your petition being
the City form, NOTIC RENT ADJUSTMENT	ne property owner first DE TO TENANTS OF TH PROGRAM ("RAP Not	E RESIDENTIAL ice")?	☐ I was ne	ever provided with remember if I eve	otice on: March 2015 the RAP Notice
Case number(s) of a	any relevant prior Ren	t Adjustment case(s	s):L17-0191	, L19-0036	
Tenant Informa	tion (List each tena	nt petitioner in unit.	If you need m	ore space, attach	additional sheet.)
Cheri		B	rooks		
First Name		La	st Name		
Mailing Address (if a	different from above):				
Primary Telephone:	510-292-0644	Other Telephor	ne:	En	nail: qkcam45@att.net
First Name			st Name		
	lifferent from above):			_	
•					sil:
Tenant Represe	entative (Check on	e): 🛘 No Represen	tative 🗷 Atto	orney 🖸 Non-Attr	prney
Gregory		Ching		Ce	ntro Legal de la Raza
First Name		ast Name		Firm/	Organization (if any)
Mailing Address: $\frac{32}{2}$	100 E 12th, Oakl	and CA			
Phone Number: 510	0-437-1554	Em.	ail: gching@	centrolegal.or	g

Page 1 of 4

Prop	erty Owner Information	on .	
Prope	erty Owner		
Severin Campbell			Campbell
First N	First Name Last Name		
Comp	any/LLC/LP (if applicable): _		
	g Address: 1315 Stanna		
Phone	Number: <u>(510) 417-00</u>	22	Email: frisbieoakland@gmail.com
Prope	rty Manager (if applicable)		
First N	lame	Last Name	Name of Management Company
Mailing	g Address:		
Phone	Number:		Email:
		GROUND	S FOR PETITION
rent in the co inform Ordina	crease, select item(s) from (ndition of your unit, or are be ation on each of the grounds ance) and the corresponding	Category A. If you have eing charged for utilitie s, see Oakland Munici Regulations. A copy o	w. Check all that apply. You must check at least one box. To contest a experienced a decrease in housing services and/or have issues with is in violation of the law, select item(s) from Category B. For more that Code (O.M.C.) Sections 8.22.070 and 8.22.090 (Rent Adjustment of the Ordinance and Regulations are available here:
		(A1) I received	a rent increase above the allowable amount.
Α.	Uniawful Rent Increase(s) (Complete section A	proper notice, v	a rent increase that I believe is unlawful because I was not given was not properly served, and/or was not provided with the required lotice to Tenants of the Residential Rent Adjustment Program").
1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	on page 3)	because a gov	a rent increase and do not believe I should be required to pay it ernment agency has cited my unit for serious health, safety, fire, or iolations. (You must attach a copy of the citation to your petition.)
B.	Decreased Housing Services	previously rece	orty owner is providing me with fewer housing services than I ived and/or I am being charged for services originally paid for by the this box for petitions based on bad conditions/failure to repair.)
	(Complete section B on page 3)	(B2) I am being	unlawfully charged for utilities.
		improvements	as not reduced after a prior rent increase period for capital or after an additional tenant for whom the owner was allowed an ed from the premises.
C.	Other	(C2) I wish to contain exemption was	ontest an exemption from the Rent Adjustment Ordinance because the based on fraud or mistake.
		(C3) The initial owner was not	rent amount when I first moved in was unlawful because the property permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).

Α.

Unlawful Rent Increase(s)

(Complete this section if any of the grounds for petition fall under category A, above)

<u>List all rent increases you wish to contest</u>. Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.

 For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, <u>you must attach a copy of the citation</u> to your petition.
 Failure to attach a copy of the citation may result in your petition being dismissed.

Date received rent increase notice:	Date rent increase went into effect:	Amoun	t of increase:	Received RAI notice of rer	
(Month/Day/Year)	(Month/Day/Year)	FROM	ТО	YES	NO
1/2/2023	2/1/2023	\$1337.05	\$1352.70		M
9/1/2016	10/1/2016	\$1215	\$1337.05	×	i i
8/29/2015	10/1/2015	\$1105	\$ 1215.50	M	
		\$	\$		
		\$	\$		

В.

Decreased Housing Services

(Complete this section if any of the grounds for petition fall under category B, above)

<u>List all the conditions that you believe entitle you to a rent decrease</u>. If your petition is based on problems related to your unit, or because the owner has taken away service(s) or is charging for services originally provided by the owner, you must complete this section. If you need more space, attach a separate sheet or an additional copy of this form.

- You are strongly encouraged to submit documentary evidence (photographs, inspection reports, correspondence with your landlord, etc.) together with your petition. Evidence may be submitted up to seven calendar days prior to your hearing.
- You may wish to have a City inspector come inspect your unit for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement. Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.

	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1.					\$
2.			2. 3/4/1-2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		\$
3.					\$
4.		±.			\$

TENANT VERIFICATION (Required)			
I/We declare under penalty of perjury pursuant to the this Tenant Petition is true and that all of the document	laws of the State of California that everything I/we said in nts attached to the Petition are true copies of the originals.		
Cheri Brooks	04/25/2023		
Tenant 1 Signature	Date		
Tenant 2 Signature	Date		
	ELECTRONIC SERVICE by Recommended)		
Check the box below if you agree to have RAP staff and the OTHER PARTY/PARTIES send you documents related to your case electronically. If you agree to electronic service, the RAP may send certain documents only electronically and not by first class mail.			
I/We consent to receiving notices and docum PARTY/IES electronically at the email address	ents in this matter from the RAP and from the OTHER s(es) provided in this response.		
MEDIA	TION PROGRAM		
Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent. Adjustment Hearing Officer, who will then issue a hearing decision.			
Mediation will only be scheduled if both parties agree t	o mediate. Sign below if you agree to mediation in your case.		
I agree to have the case mediated by a Rent Adjust	ment Program staff mediator.		
Tenant Signature	Date		
INTERPRETATION SERVICES			
If English is not your primary language, you have the right to an interpreter in your primary language/dialect at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.			
I request an interpreter fluent in the following language at my Rent Adjustment proceeding:	□ Spanish (Español) □ Cantonese (廣東話) □ Mandarin (普通话) □ Other:		

-END OF PETITION-

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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

NOTICE TO PROPERTY OWNER OF TENANT PETITION

ATTENTION: IMMEDIATE ACTION REQUIRED

If you are receiving this NOTICE together with a completed TENANT PETITION form, it means that a tenant 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:

- Complete a PROPERTY OWNER RESPONSE form found on the RAP website. (https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program)
- 2) Serve a copy of your **PROPERTY OWNER RESPONSE** form on the tenant (or the tenant's representative listed on the petition) by mail or personal delivery.
- 3) <u>Complete</u> a **PROOF OF SERVICE** form (which is attached to the Response form and also available on the website) and provide a copy to the tenant (or tenant's representative) together with your **PROPERTY OWNER RESPONSE** form.
- 4) Submit your PROPERTY OWNER 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 tenant has been served with a copy.

DOCUMENT REVIEW: The tenant is required to serve on you all documents the tenant filed in this case in addition to the petition. Additionally, all documents are available for review at RAP.

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



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

PROOF OF SERVICE

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

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- 2) 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.

*****	tot be considered complete and the form has been med indicating that betwee has becamed.	
On the	e following date: 4 / 28 / 2023 I served a copy of (check all that apply):	
	TENANT PETITION plus 0 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)	
	☑ NOTICE TO PROPERTY OWNER OF TENANT PETITION	
	Other:	
•		
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.	1
///		
///		
///		

PERSON(S) SERVED:

Name	Severin Campbell
Address	1315 Stannage Ave.
City, State, Zip	Berkeley, CA 94702

Name	Leah Orloff	Julie Gross
Address	2520 Buena Vista Ave.	5310 Gaskill St.
City, State, Zip	Alameda, CA 94501	Oakland, CA 94608

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

Gregory Ching

PRINTED NAME

000

SIGNATURE

April 28, 2023

DATE SIGNED

Owner Response

Case **T23-0058**

Property Address 200 Frisbie Street

Parties

Party	Name	Address	Mailing Address
Representative	Gregory Ching	3400 East 12th Street	
	Centro Legal de la Raza		
	(510) 437-1554	Oakland, CA 94601	
	gching@centrolegal.org		
Tenant	Cheri Brooks	200 Frisbie Street	
		Unit 200	
	(510) 292-0644	Oakland, CA 94611	
	qkcam45@att.net		
Owner	Severin Campbell	1315 Stannage Avenue	
	(510) 417-0022	Berkeley, CA 94702	
	frisbieoakland@gmail.com		

Business Information

Date of which you aquired the building	3-1-2015
Total Number of Units	4
Is there more than one street address on the parcel?	Yes
Type of Unit	Apartment, Room or Live-work
Is the contested increase a capital improvements increase?	No
Business License	00173653
Have you paid your business license?	Yes
Have you paid the Rent Adjustment Program Service Fee (\$101 per unit)?	Yes
Rent History	

City of Oakland

Owner Response

The tenant moved into the rental unit on	7-1-2010
Initial monthly rent	1045
Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to all of the petitioning tenants?	Yes
On what date was the notice first given?	3-27-2015
Is the tenant current on the rent?	Yes

Owner Response

Are you claiming an Exemption? No			
Owner Responses on Petition Grounds			
Questions	Owner Response		
Tenant did not receive proper notice, was not properly served and/or was not provided with the required RAP form with ren increase(s)			
A government agency has cited the unit for serious health, safety, fire, or building code violations.	n/a		
The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.	n/a		
Tenant(s) is/are being unlawfully charged for utilities.	n/a		
Rent was not reduced after a prior rent increase period for capital improvements.	No rent reduction was indicated. RAP approved an increase of \$118.37, effective July 2018, increasing rent from \$1337 to \$1455. At tenant's request, we kept the rent flat at \$1337. Please see attached for details.		
Tenant is contesting exemption based on fraud or mistake.	n/a		

Owner Response

Severin Campbell Signature	6/2 Date	7/2023
Severin Campbell	6/2	7/2023
I/We declare under penalty of perjury per everything I/We said in this response is a are true copies of the originals.		
8.22.080C).	nitation (O.M.C. §	
not permitted to set initial rent without lin		

City of Oakland

Property Owner Response to Tenant Petition of Cheri Brooks received 5/2/2023

Property address: 200 Frisbie St., Oakland, CA 94611

Property owners: Severin Campbell, Julie Moss, Leah Orloff

Date of Response: 5/3/2023

The history of rent increases at 200 Frisbie Street is as follows:

- We hand-delivered a notice of increase in rent to Ms. Brooks on August 29, 2015, increasing the rent from \$1105 to \$1215. This increase included a CPI increase of 1.7% and a pass through for capital costs of 8.3%. This was in accordance with the Rent Adjustment Program regulations at that time. A RAP notice was included with the rent increase notice.
- We notified Ms. Brooks on September 1, 2016 of the rent increase from \$1215 to \$1337, effective October 1, 2016. This increase included a CPI increase of 2% (applied only to the base rent and not the capital pass-through amount) and a pass through for capital costs of 8%. This was in accordance with the Rent Adjustment Program regulations at that time. A RAP notice was included with the rent increase notice.
- We notified Ms. Brooks on May 31, 2018 of the Rent Adjustment Program decision that her rent could be increased to \$1455. A RAP notice was included with the rent increase notice. At Ms. Brooks request, we agreed to keep the rent at \$1337.
- Ms. Brooks base rent as of October 1, 2015 was \$1,123 (an increase of 1.7% from prior rent of \$1,105). Based on annual CPI adjustments, Ms. Brooks base rent increased to \$1352 as of August 2022. We notified Ms. Brooks on January 2, 2023 that her rent would increase from \$1337 to \$1352.
- The total approved capital pass through amount for Ms. Brooks was \$15,919. This amount was approved by the Oakland Rent Adjustment Program. Actual capital pass through paid by Ms. Brooks between October 2015 and August 2022 was \$8,158.



Frisbie Oakland risbieoakland@gmail.com

Rent Increase as of October 1, 2016

1 message

Frisbie Oakland <frisbieoakland@gmail.com>

Thu, Sep 1, 2016 at 10:33 AM

To: cb brooks <qkcam45@att.net>

Bcc: Leah Orloff <leahorloff@gmail.com>, "Julie C. Moss" <juliecmoss@gmail.com>

Dear Cheri

We are increasing the rent for your apartment on October 1, 2016. Attached is the letter with the 30 day notice of the increase, and the statement of your rights from the Oakland Rent Adjustment Program. I also delivered a hard copy of this notice to your apartment.

If this increase causes financial hardship because of you disability status, we are willing to work with you to adjust the rent. Please let us know if you have any questions.

Thank you.

Severin, Leah and Julie

2 attachments



Notice of Rent Increase October 2016.Unit 200.docx



Oakland Rent Adjustment Program.pdf 291K



Frisbie Oakland risbie Oakland risbie Oakland risbie Oakland risbieoakland@gmail.com

Notice of Rent Increase

1 message

Frisbie Oakland <frisbieoakland@gmail.com>

Thu, May 31, 2018 at 3:44 PM

To: c b <qkcam45@att.net>

Bcc: juliecmoss <juliecmoss@gmail.com>, Leah Orloff <leahorloff@gmail.com>

Dear Cheri

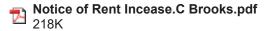
The Rent Adjustment Program approved our petition to increase the rent. We have attached a letter to increase your monthly rent to \$1,445.60 effective July 1, 2018.

Please see the attached (1) notice of rent increase, (2) notice of Rent Adjustment Program decision, and (3) Rent Adjustment Program provisions.

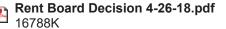
We also sent these documents by certified mail on May 25, 2018.

Severin, Leah and Julie

3 attachments







Base April 2015 CPI Oct 2015 New Base Oct 2015 Capital Pass Through Total Rent Oct 2015	Apt 200 1,105.00 18.79 1,123.79 91.72 1,215.50		
Base Oct 2015 CPI Oct 2016 New Base Oct 2016 Capital Pass Through Total Rent Oct 2016	1,123.79 22.48 1,146.26 190.79 1,337.05		
Total Rent July 2018 Five-year increase	1,337.05 19%		
Revised July 2019 Base RAP Capital Pass Through	1,254.93 82.12 1,337.05		
Revised July 2020 Base RAP Capital Pass Through	1,288.81 48.24 1,337.05		
Revised July 2021 Base RAB CPT	1,313.30 23.75 1,337.05		
1.7% increase Oct 2015 - Sep 2016 2% increase Oct 2016 - Jun 2017 2.3% Increase 2017 (Jul 17 - Jun 18) 3.4% increase 2018 (Jul 18 - Jun 19 3.5% increase 2019 (Jul 19 - Jun 20) 2.7% increase 2020 (Jul 20 - Jun 21) 1.9% increase 2021 (Jul 21 - Jul 22) 3.0% increase 2022 (Aug 22 - Jun 23)	Base 1,123.79 1,146.26 1,172.62 1,212.49 1,254.93 1,288.81 1,313.30 1,352.70	Rent 1,215.50 1,337.05 1,337.05 1,337.05 1,337.05 1,337.05 1,337.05	Cap 91.71 190.79 164.43 124.56 82.12 48.24 23.75 (15.65)

Capital Pass Through	Apt 200
Capital Pass Through Amount	7,396.63
Oct 2015 - Sep 2016	(1,100.58)
Oct 2016 - Jun 2017	(1,717.10)
Jul 2017-June 2018	(1,973.10)
Subtotal	2,605.84
RAP Approval	8,522.64
Jul 18 - Jun 19	(1,494.67)
Jul 19 - Jun 20	(985.43)
Jul 20 - Jun 21	(578.83)
Jul 21 - Jul 22	(308.73)
Aug 22 - Jan 23	
Subtotal	7,760.83
Total approved capital pass through	15,919.27
Total paid	(8,158.44)
Balance waived	7,760.83

1/16/23, 8:12 AM Receipt



NEWS

SERVICES

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Find Account Registration Calculation Payment Receipt

Account # 00173653 LEAH ORLOFF SEVERIN CAMPBELL

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 sucessfully 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 1/16/2023 Confirmation # 393954

Account Information

00173653 Account # **Expire Date** 12/31/2023

Name LEAH ORLOFF SEVERIN CAMPBELL

202 FRISBIE ST Address OAKLAND City Phone (510) 417-0022

Summary

	Input	Amount
Tax Calculation		
Current Year Business Tax – Residential/Non-Residential Rental	89,640.48	\$1,250.48
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$4.50
Total # of Employees, Excluding Owners - report only employees that work within Oaklan	d	\$0.00
Rent Adjustment Program (RAP) Calculation - only use whole numbers below		
a. Total # of units per Alameda County Records:	4	\$404.00
Total Due		\$1,662.98
Payment Information		
Payment Amount		\$1,662.98

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Services News & Updates Events Documents

#OaklandLoveLife Oakland Library Visit Oakland Oakland Museum

For Assistance

Email: btwebsupport@oaklandca.go Phone: (510) 238-3704

City of Oakland

250 Frank H Ogawa Plaza, Suite 132 000025

1/16/23, 8:12 AM Receipt

Oakland, CA 94612

Hours:

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

9:30 AM-4:00 PM Wednesdays.

CITY OF OAKLAND

A BUSINESS TAX CERTIFICATE **BUSINESS LOCATION AND IS** NOT VALID FOR ANY OTHER

IS REQUIRED FOR EACH

ADDRESS.

BUSINESS TAX CERTIFICATE

ACCOUNT 00173653 NUMBER

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

DBA

LEAH ORLOFF SEVERIN CAMPBELL

BUSINESS LOCATION

OAKLAND, CA 94611-5517 202 FRISBIE ST

BUSINESS TYPE

Rental - Apartment 07

EXPIRATION DATE

ALL OAKLAND BUSINESSES

MUST OBTAIN A VALID

ZONING CLEARANCE TO

LEGALLY. RENTAL OF REAL OPERATE YOUR BUSINESS

PROPERTY IS EXCLUDED

FROM ZONING.

12/31/2023

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

PUBLIC INFORMATION ABOVE CONSPICUOUSLY POSTED! THIS LINE TO BE



LEAH ORLOFF SEVERIN CAMPBELL BERKELEY, CA 94702-1029 1315 STANNAGE AVE SEVERIN CAMPBELL



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

PROOF OF SERVICE

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

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

On the following d	ate:0504/2023_ I served a copy of <i>(check all that apply)</i> :
PROPI (number SERVI	ERTY OWNER RESPONSE TO TENANT PETITION plus1 attached pages er of pages attached to Response not counting the Response form or PROOF OF CE)
Other:	
by the following m	eans (check one):
person	States Mail. I enclosed the document(s) in a sealed envelope or package addressed to the (s) listed below and at the address(es) below and deposited the sealed envelope with the States Postal Service, with the postage fully prepaid.
Name	Cheri Brooks
Address	200 Frisbie Street
City, State, Zip	Oakland, CA 94611
Name	Gregory Ching, Centro Legal de la Raza
Address	3400 East 12th Street
City, State, Zip	Oakland, CA 94601
	Dave 4 of 0

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

Severin Campbell

PRINTED NAME

Severin Campbell

May 4, 2023

SIGNATURE

DATE SIGNED

City of Oakland Rent Adjustment Program Cheri Brooks Tenant Evidence Submission

Exhibit	Document Description	Page Numbers
T1	2015 Rent increase	3-4
T2	2016 Rent increase	6
Т3	2023 Rent increase	8
T4	Decision in L17-0191	10-14
Т5	Rent Payment Records	16-22

Case Number: T23-0058

City of Oakland Rent Adjustment Program Cheri Brooks Tenant Evidence Submission Case Number:T23-0058

Exhibit T1

30 Day Notice of Change of Monthly Rent

	(And all other occupants in possession)	
remises located at		
200-204 Frisbi	e Ave	Unit200, (if
applicable)	Oakland California	
yer to commend the commendation of the commend	(Clty)	(Zip) 94611
NOTICE IS HEREBY Notice, or10	GIVEN, in accordance with Civil Code Section 827, that thirty /01/2015 , whichever is later, your monthly re	
1stday o	(Date) If each month, will be the sum of \$1215, instead of \$, the current monthly rent
Capital Improve	ments	Administration of the second s
Date Im	provement Contractor	Amount Total
	lace sewer lateral from property line to	2,375.00 2375.00
- sev	ver first payment	
6/16/2015 rep	lace sewer lateral from property line to	4255.00 6900.00
	ver - final payment	9794.00 (16,694.00
7/3/2015 rep	lace roof	
		16429-
AT	rein provided, all other terms of your tenancy shall remain in fu legative credit report reflecting on your credit history may be su o a credit reporting agency if you breach the terms of your oblig	ıbmitted
8/29/2015	of a dealt reporting agency if you breach the terms of your boiling	jacions All Market Mark

Owner/Agent



Form provided by the East Bay Rental Housing Association® www.ebrha.com

Form 30 Day Notice of Change of Monthly Rent® (02/12)



30 Day Notice of Change of Monthly Rent Instructions

Use of this Form:

You seek to notify the tenant with a change of monthly rent.

The Law

Owners who increase rent by more than 10% in any 12-month period must give Resident(s) a 60-day notice.

Filling Out the Form

- o Insert ALL Residents' and any unknown occupants, if any, names.
- Insert the Complete property Address.
- o Check the Correct Notice Period: 30 or 60 Day.
- o Insert the Date the rent increase will take effect.
- Sign and date the Notice.
- Make copies. Enough copies for each resident.
- o Keep the Original for your file. You may need the original for Court.
- Serve the Notice as required! See below.

Service of the Notice

Serve each tenant with a copy of this notice. Do not give the tenant a copy of the proof of service or the instructions. Use a separate proof of service for each tenant, indicate the method of service, sign and date it, and retain for your records. If you serve this Notice by mail only, you must add an additional 5 days for mailing to the Notice.

Notes:

All notices of rent increase served in Oakland must have the Oakland Notice of Residential Adjustment Program (RAP Form) attached to them. We recommend you make a copy of the RAP form on to the back of the notice given to the tenant.

Caution: This form has been prepared by the East Bay Rental Housing Association. As with all legal notices consult with an attorney to determine whether this form is appropriate for your specific needs. Moreover consult an attorney if you require assistance in completing the form or changes to the form are necessary in your particular situation.





City of Oakland Rent Adjustment Program Cheri Brooks Tenant Evidence Submission Case Number:T23-0058

Exhibit T2



September 1, 2016

To:

Cheri Brooks

From: Severin Campbell

Leah Orloff Julie Moss

Re: 30 day notice of rent increase for 200 Frisbie Street

In accordance with Oakland Civil Code Section 827, we are giving 30 day notice of an increase in rent on October 1, 2016. Attached is the City of Oakland notice to tenants of allowable rent increases.

Your rent will increase on October 1, 2016 from \$1,215.50 to \$1,337.05. The total rent increase consists of 2% CPI adjustment and 8% pass-through to pay for capital improvements. The capital improvements are as follows:

Work Performed	Date Completed	Amount	
Alley Electric – New Circuits and Junctions	February 2016	\$7,900	
Bouchard Seismic – Earthquake Retrofitting of Foundation	March 2016	\$20,036	

\$27,936

City of Oakland Rent Adjustment Program Cheri Brooks Tenant Evidence Submission

Exhibit T3

Case Number: T23-0058

Rent Increase

From: Frisbie Oakland (frisbieoakland@gmail.com)

To: qkcam45@att.net

Date: Monday, January 2, 2023 at 09:32 AM PST

Cheri

Your total monthly rent of \$1337.05 has two parts: base rent and the pass-through of costs for capital improvements (capital pass-through) authorized under the Oakland Rent Adjustment Program.

The total rent of \$1337.05 has been unchanged since October 2016. In accordance with the Rent Adjustment Program, we have increased the base rent each year by the allowed Consumer Price Index (CPI) and decreased the capital pass-through amount to retain the total rent of \$1337.05.

As of August 1, 2022, your base rent authorized by the Oakland Rent Adjustment Program increased to \$1352.70. Although the authorized amount for the capital pass-through has not been paid, we will waive all future payments for the capital pass-through.

Your rent will increase to \$1,352.70 beginning February 1, 2023.

Your rent will be considered for a future increase on July 1, 2023 in accordance with the CPI increase allowed by the Oakland Rent Adjustment Program.

Please let us know if you have questions.

Leah, Severin & Julie

City of Oakland Rent Adjustment Program Cheri Brooks Tenant Evidence Submission

Exhibit T4

Case Number: T23-0058



CITY OF OAKLAND

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

Housing and Community Development Department Rent Adjustment Program

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

DECISION SUMMARY

CASE NUMBER:

L17-0191, Campbell v. Tenants

PROPERTY ADDRESS:

200-204 Frisbie St., Oakland, CA

Units 200, 202A, 202B, 204

DATE OF HEARING:

January 28, 2018

DATE OF DECISION:

April 26, 2018

1. Petition L17-0191 is granted.

Sympto 8. 2017 Sympto 8. 2018 Decor 4. 18 2. A rent increase based on capital improvements is approved per each unit and for amortization period as follows:

\$118.37 per month for 72 months Unit 200: Unit 202A: \$142.04 per month for 60 months Unit 202B: \$142.04 per month for 60 months Unit 204: \$118.37 per month for 72 months

- The rent increase will be effective thirty (30) days after the owner serves the rent increase notice, together with a RAP Notice, and this Decision Summary. If the rent increase is served by mail, it will be effective thirty-five (35) days after the service.
- The rent increase will expire sixty (60) months after it goes into effect for units 202A and 202B and seventy-two (72) months after it goes into effect for units 200 and 204.

Dated: April 26, 2018

Linda M. Moroz Hearing Officer

Rent Adjustment Program



CITY OF OAKLAND

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

Housing and Community Development Department Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER:

L17-0191, Campbell v. Tenants

PROPERTY ADDRESS:

200-204 Frisbie St., Oakland, CA

Units 200, 202A, 202B, 204

DATE OF HEARING:

January 28, 2018

DATE OF DECISION:

April 26, 2018

APPEARANCES:

Severin Campbell, Owner

Leah Orloff, Owner

Jay Kruse, Tenant (Unit #202B) Annette Musick, Tenant (Unit #204) Cheri Brooks, Tenant (Unit #200)

SUMMARY OF DECISION

The owner petition is granted.

CONTENTIONS OF THE PARTIES

On August 14, 2017, the owner filed a Petition for Approval of Rent Increase based on capital improvements.

On October 30, 2017, the tenants in all four units filed timely responses to the owner's petition, alleging that the project was either deferred maintenance, unnecessary upgrades or "goldplating."

THE ISSUE

(1) Is the project considered a capital improvement project?

(2) If so, have the capital improvements been calculated correctly?

EVIDENCE

Background

The subject property is a residential building that contains a total of four (4) residential units. The capital improvement project included structural and foundation work, stucco and exterior paint, and installation of new gutters. The project began in September of 2016, and was completed and paid for in December of 2016.

Scope and Cost of the Project

The owner testified that the foundation and structural upgrade which included termite and dry rot repair by the contractor Omega Termite Control Inc. and totaled \$30,125.00. The structural upgrade project and repairs done within the project were done to comply with the Oakland building code. The work was finaled by the City of Oakland on September 29, 2016. The owner submitted copies of the Work Authorization Contract from the contractor for the subject property and copies of three checks payable to Omega Construction from the owner as follows:

Check No. 1108, dated October 5, 2016, for \$590.00;

Check No. 1110, dated October 12, 2016, for \$14,768.00; and

Check No. 1111, dated October 27, 2016, for \$14,767.00.1

The owner submitted a copy of a proposal for exterior stucco and paint from CertaPro Painters, dated September 13, 2016, for \$15,500.00, which included washing, caulking, scraping, masonry work and exterior painting of the subject property. A copy of the check No. 1113, dated December 6, 2016, for \$15,900.00, payable to Certa Pro, was attached to the CertaPro proposal.²

The project also included an installation of gutters and downspouts which was done by a contractor CR Gutters. The owner submitted a copy of an estimate from CR Gutters, dated September 23, 2016, and also copies of two checks as follows:

Check No. 1112, dated November 10, 2016, for \$225.00; and Check No. 1116, dated December 22, 2016, for \$2,450.00.3

The owner submitted copies of checks in the total amount of \$48,700.

There was no evidence of deferred maintenance or that the project was performed to correct a Priority 1 or 2 condition per City Building Services Inspector. There was no evidence of a code violation.

12 1

¹ Exhibit A

² Exhibit B

³ Exhibit C

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Capital Improvements

A rent increase in excess of the C.P.I. Rent Adjustment may be justified by capital improvement costs.⁴ Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to the new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.⁵

The improvements must primarily benefit the tenant rather than the owner. Capital improvement costs are to be amortized over a period of five years, divided equally among the units which benefited from the improvement. The reimbursement of capital expense must be discontinued at the end of the 60-month amortization period.

Effective August 1, 2014, the amendments to the Rent Adjustment Program Regulations decrease the capital improvements passing through to seventy percent (70%) of the total of Capital Improvement costs.⁷

The project qualifies as a capital improvement because it primarily benefits the tenants, complies with the new building codes, while making the building structurally stronger and safer for the tenants. New paint, stucco and downspouts also benefit the tenants as it prevents leaks, moisture intrusion and diverts water from the building and its foundation. The project was completed and paid for in December 2016. The owner submitted proof of payments in form of checks paid to the contractors in the total amount of \$48,700.00. Therefore, the owner is entitled to a capital improvement pass-through of 70% of the cost of this project.

Calculator Worksheet

For improvements completed before February 1, 2017, the attached City of Oakland Capital Improvements Calculator Worksheet shows the maximum allowable monthly increase per unit and the length of the amortization period so that the increase does not exceed 10% of the current monthly rent for each unit.

ORDER

- 1. Owner Petition for Approval of Rent Increase L17-0191 is granted.
- 2. The maximum approved amount per month for an increase based on the capital improvement project for each unit is as follows:

⁴ O.M.C. Section 8.22.070(C)

⁵ Regulations, Appendix, Section 10.2.2(5)

⁶ Regulations Appendix, Section 10.2

⁷ City Council Resolution No. 84936

200 Frisbie \$118.37 for 72-month amortization period; 202A Frisbie \$142.04 for 60-month amortization period; 202B Frisbie \$142.04 for 60-month amortization period; and 204 Frisbie \$118.37 for 72-month amortization period.

3. The increase will be effective thirty (30) days after the owner serves the rent increase notice, together with the notice of the Rent Adjustment Program (the RAP Notice), and the attached Decision Summary. If the rent increase is served by mail, it will be effective thirty-five (35) days after the service.

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.

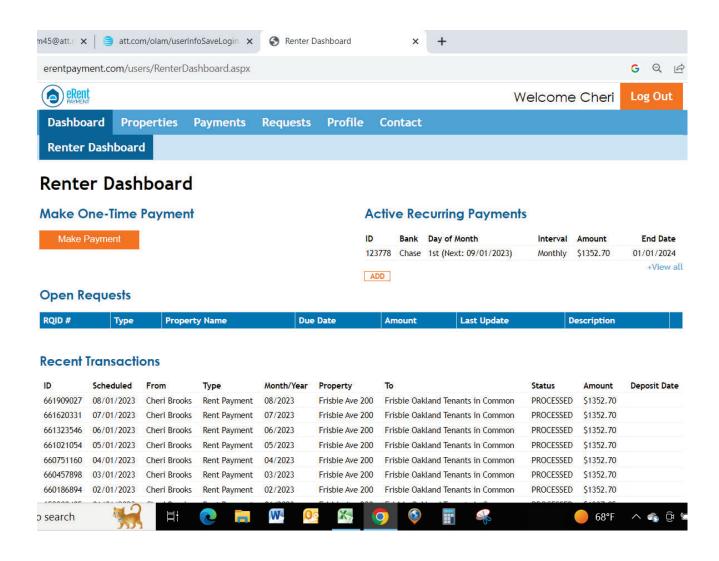
Dated: April 26, 2018

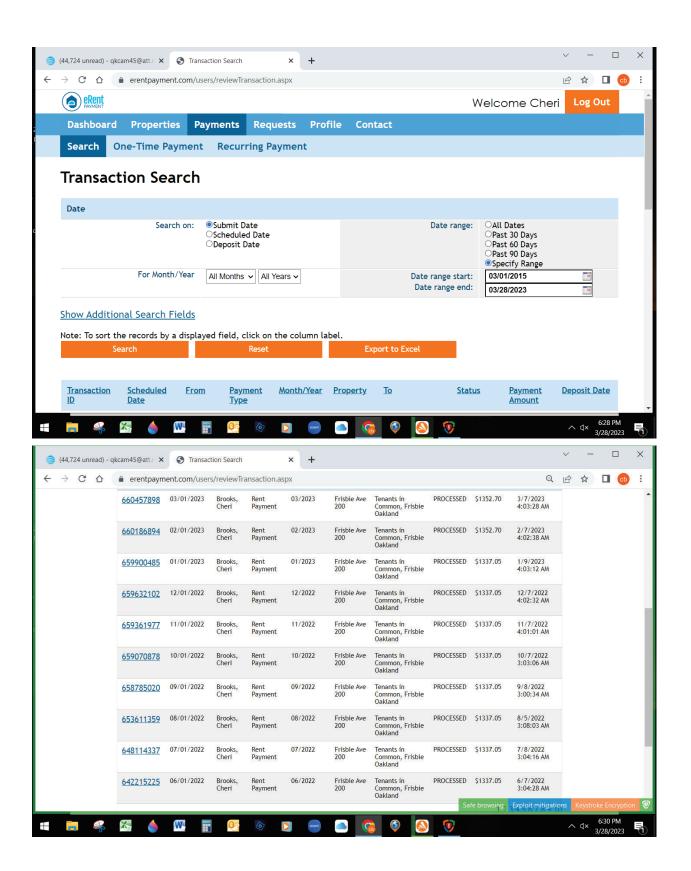
Linda M. Moroz Hearing Officer

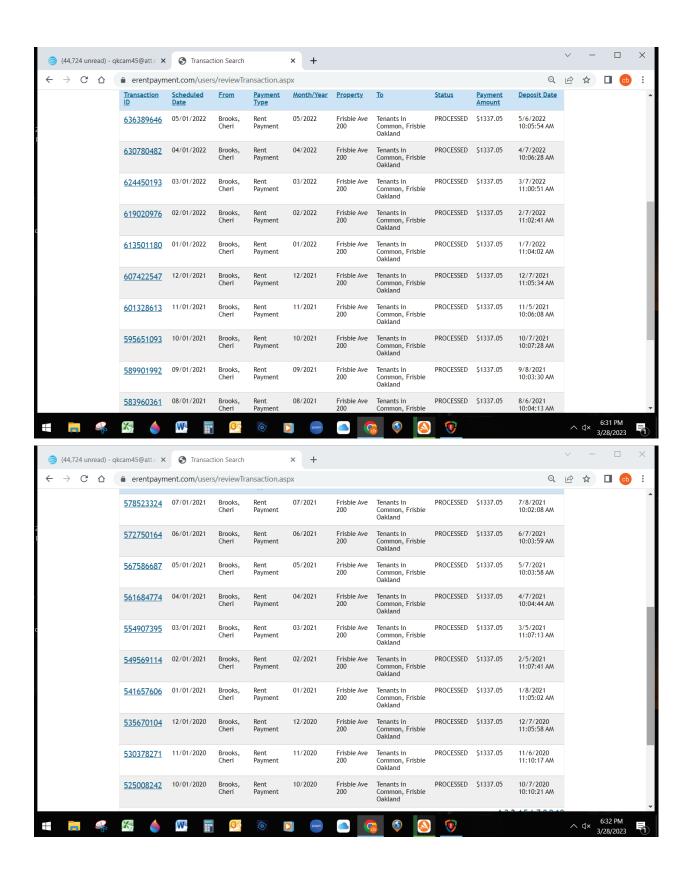
Rent Adjustment Program

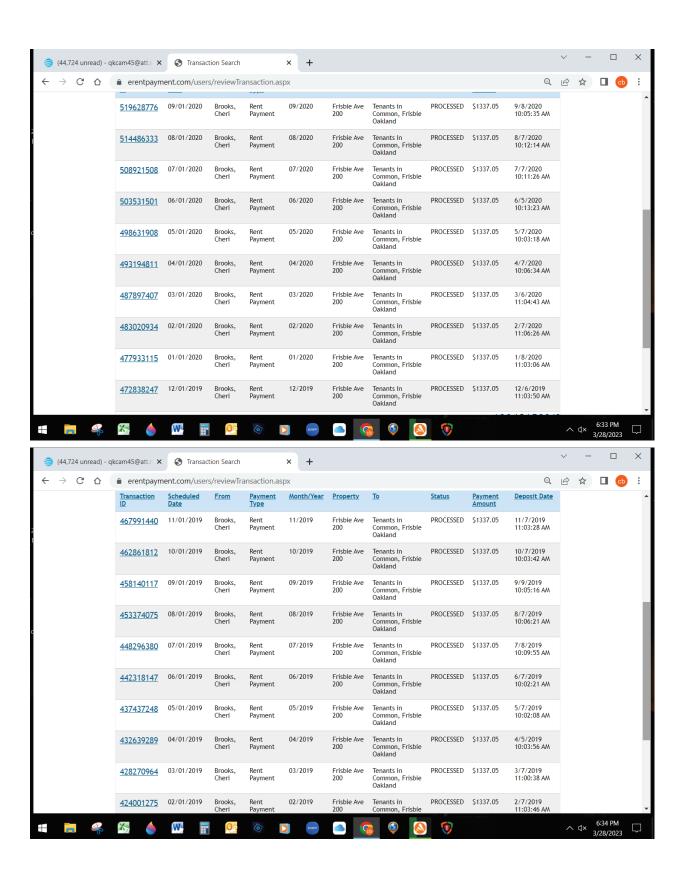
City of Oakland Rent Adjustment Program Cheri Brooks Tenant Evidence Submission Case Number:T23-0058

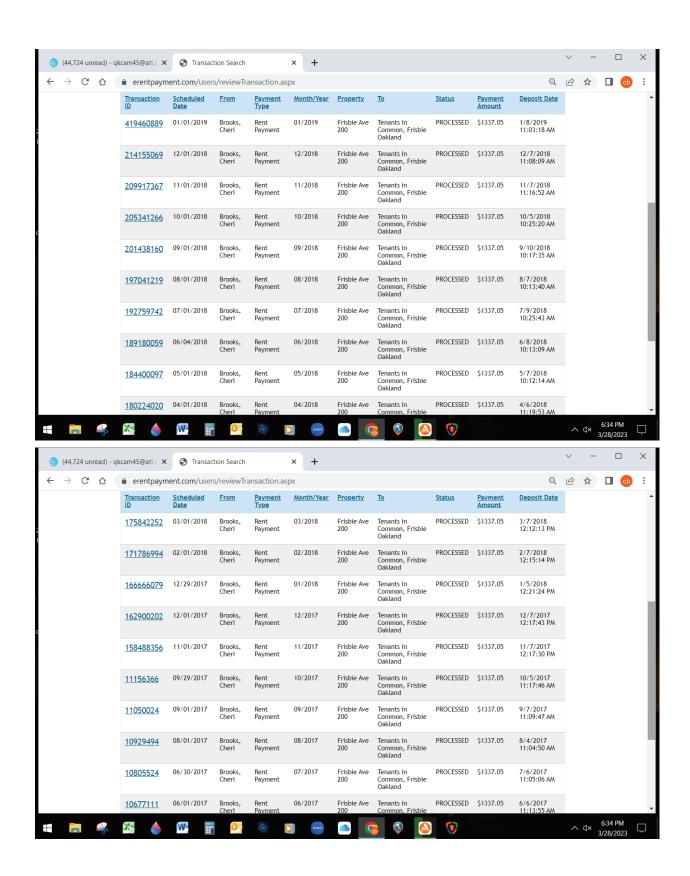
Exhibit T5

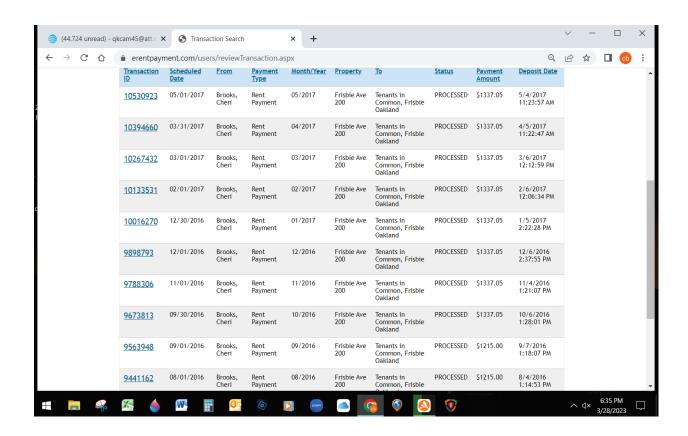


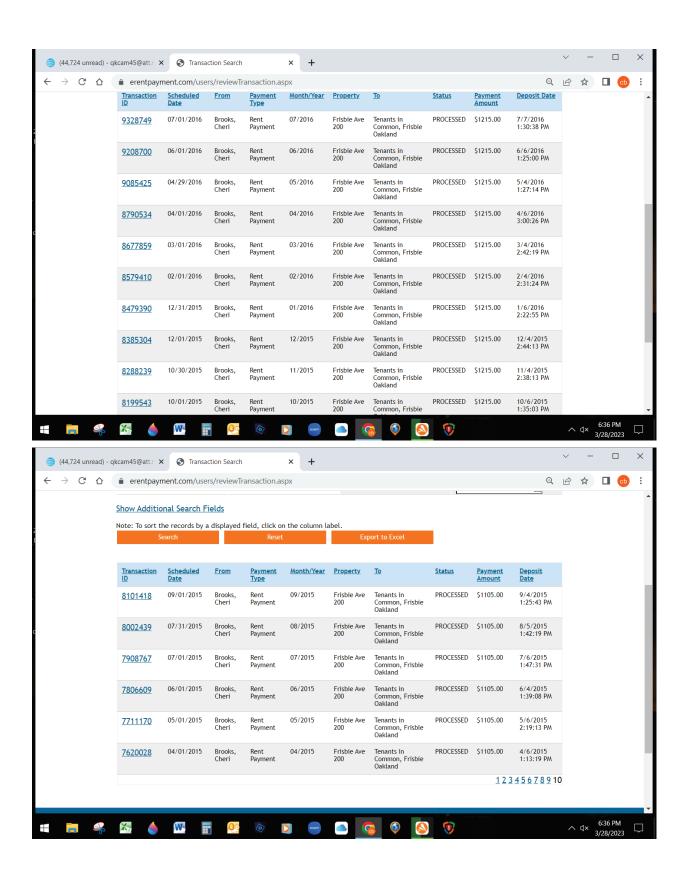














DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA

Housing and Community Development Dept. Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

ADMINISTRATIVE DECISION

CASE NUMBER:

T23-0058

CASE NAME:

Brooks v. Campbell

PROPERTY ADDRESS:

200 Frisbie Street, Unit 200, Oakland, California

DATE OF DECISION:

August 22, 2023

PARTIES:

Cheri Brooks, Tenant

Gregory Ching, Tenant Representative

Severin Campbell, Owner

SUMMARY OF DECISION

The tenant's petition is granted in part.

INTRODUCTION

There are sufficient uncontested facts presented and there are no material facts in dispute to issue a decision. Therefore, an Administrative Decision, without a hearing, is being issued.

BACKGROUND

Tenant Cheri Brooks filed a *Tenant Petition* (*Petition*) on May 1, 2023, contesting rent increases on the following grounds:

- (1) that the rent increase exceeds the allowable amount;
- (2) that the tenant was not given proper notice, was not properly served, and/or was not provided with the required *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)*; and,
- (3) that the tenant's rent was not reduced after a prior rent increase period for capital improvements or after an additional tenant for whom the owner was allowed an increase, vacated from the premises.

The *Petition* contested the following rent increases:

- (1) a rent increase¹ from \$1337.05 to \$1,352.70, received on January 2, 2023, which was to become effective February 1, 2023;
- (2) a rent increase² from \$1,215.00 to \$1,337.05, received on September 1, 2016, which was to become effective October 1, 2016; and,
- (3) a rent increase³ from \$1105.00 to \$1,215.50, received on August 29, 2015, which was to become effective October 1, 2015.

The tenant's Evidence Submission included the following exhibits:

- (1) 2015 Rent increase notice;
- (2) 2016 Rent increase notice;
- (3) 2023 Rent increase notice;
- (4) Decision in L17-0191, Campbell v. Tenants; and,
- (5) Rent Payment Records.

The Rent Payment Records were histories of the tenant's rent payments, from April 1, 2015 through August 1, 2023, on the website, eRentPayment.com.⁴ The tenant indicated on the *Petition* that she was current on her rent and that she first received the *RAP Notice* in March 2015.

Owner Severin Campbell filed an *Owner Response* (*Response*) to the *Petition* on June 27, 2023. The *Response* included the following:

- (1) a written response to the *Petition*;
- (2) a City of Oakland Business Tax Certificate with an expiration date of December 31, 2023:
- (3) a 2023 proof of payment for business tax and annual RAP fees for four (4) units,
- (4) an e-mail dated May 31, 2018, written to "Cheri" and signed off by "Severin, Leah, and Julie;"
- (5) an e-mail dated September 1, 2016, written to "Cheri" and signed off by "Severin, Leah, and Julie:" and,
- (6) an excel spreadsheet indicating a rent increase log for past "CPI" and "Capital Pass Through" for "Apt 200."

The owner's Evidence Submission does not contradict the rent amounts listed in the tenant's Rent Payment Records. The owner indicated on the *Response* that the tenant was current on her rent and that he first gave her the *RAP Notice* on March 27, 2015.

Both parties signed their respective Petition and Response under penalty of perjury.

¹ The tenant indicated that a RAP Notice was not included with the rent increase notice.

² The tenant indicated that a RAP Notice was included with the rent increase notice.

³ The tenant indicated that a RAP Notice was included with the rent increase notice.

⁴ An on-line rent payments collections site.

RATIONALE FOR ADMINISTRATIVE DECISION

Reason for Administrative Decision

An Administrative Decision⁵ is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing, and there are no material facts in dispute. Therefore, an administrative decision, without a hearing, is being issued.

2023 Rent Increase

The City of Oakland Residential Rent Adjustment Program Ordinance (Ordinance) requires an owner to serve the *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)* at the start of a tenancy.⁶ The Ordinance also requires an owner to serve the *RAP Notice* together with any notice of rent increase or change in the terms of a tenancy.⁷ In no event may rent for any covered unit increase in any twelve-month period by more than ten percent (10%).⁸

Both parties indicated on their respective *Petition* and *Response* that the first *RAP Notice* was served in March 2015. Therefore, it is found that the first *RAP Notice* was served by the owner to the tenant in March 2015.

The tenant indicated on her petition that she received a rent increase on January 2, 2023, without an accompanying *RAP Notice*. The owner did not submit evidence to dispute this fact. In fact, the owner corroborated the tenant's claim by stating: "We provided RAP notices in March 2015, September 2016, and May 2018." Therefore, the rent increase the tenant received on January 2, 2023, is invalid because the owner did not serve the *RAP Notice* with the rent increase.

Both the *Petition* and *Response* stated that the tenant is current on rent. The tenant's rent payment records indicate that she started paying \$1,352.70 on February 1, 2023. Therefore, the tenant has been paying the unlawful rent increase of \$15.65 per month (\$1,352.70 - \$1337.05) from February 1, 2023, to the present.

//

⁵ Rent Adjustment Program Regulations (Regulations) § 8.22.110 (G).

⁶ Oakland Mun. Code (O.M.C.) § 8.22.060 (A) and Regulations § 8.22.060 (A).

⁷ O.M.C. § 8.22.070 (H)(1).

⁸ O.M.C. § 8.22.070 (A)(2).

⁹ The *Petition* indicated that the tenant did receive the RAP Notice with the rent increases that went into effect in October 2015 and October 2016.

Capital Improvements

A rent increase in excess of the CPI Rent Adjustment may be justified by capital improvement costs. ¹⁰ The reimbursement of capital expenses from the tenant must be discontinued at the end of the amortization period. Before February 1, 2017, all capital improvement pass-throughs were subject to a 60-month amortization period and must be discontinued at the end of the 60-month period. ¹¹ However, after February 1, 2017, an owner must first petition the Rent Adjustment Program and receive approval for the rent increase before the rent increase can be imposed. ¹² In addition, a Hearing Officer determines the length of the amortization period based on the useful life of the improvement as set out in the Rent Adjustment Program Regulations (Regulations) Appendix A's Amortization Schedule.

A tenant may file a petition to seek relief when the owner fails to reduce rent following the expiration of the amortization period for capital improvements, and any interest due on any rent overcharges from the failure to reduce rent for a capital improvement.¹³ In addition, an administrative citation ¹⁴ may be issued when the owner fails to remove a capital improvement rent increase on the first month following the end of the amortization period.¹⁵

The owner stated in his written *Response* to the *Petition*: "The total approved capital pass through amount for Ms. Brooks was \$15,919. This amount was approved by the Oakland Rent Adjustment Program. Actual capital pass through paid by Ms. Brooks between October 2015 and August 2022 was \$8,158. (emphasis added)" Judicial Notice is hereby taken of Case Number L17-0191. In Case Number L17-0191, the owner was granted a rent increase for capital improvement costs, specifically the "total pass-through on the unit" was \$8,522.50¹⁷ and Unit 200 was granted a rent increase of "\$118.37 for 72-month amortization period." Case Number L17-0191 is the only capital improvement pass through case that was granted for 200-204 Frisbie Street. No other capital improvement projects were granted.

According to the owner's excel spreadsheet, in April 2015, the base rent for "Apt 200" was \$1,105.00. 19

In October 2015, the base rent increased to \$1,123.79, due to a 1.7% CPI rent increase, and the owner voluntarily passed on a capital improvement rent increase²⁰ of \$91.72 (8.3%).²¹

¹⁰ O.M.C. § 8.22.070 (C)(1)(a).

¹¹ Regulations: Appendix A effective January 9, 2015, when the Regulations set the amortization period to five (5) years or sixty (60) months, until January 17, 2017, when the Regulations adopted an amortization schedule.

12 O.M.C. § 8.22.070 (C)(1).

¹³ O.M.C. § 8.22.070 (C) and Regulations § 10.2.5.

¹⁴ Regulations § 8.22.150 (A)(1).

¹⁵ Regulations § 8.22.150 (A)(2)(g).

¹⁶ Campbell v. Tenants, Case Number L17-0191, Hearing Decision Dated April 26, 2018.

¹⁷ Case Number L17-0191, Hearing Decision, Attached City of Oakland Capital Improvements Calculator Worksheet, Page 2.

¹⁸ Case Number L17-0191, Hearing Decision, Page 4.

¹⁹ Owner's excel spreadsheet.

²⁰ The October 2015 capital improvement rent increase is unrelated to Case Number L17-0191 because it preceded April 26, 2018.

²¹ Owner's excel spreadsheet.

The tenant received a 10% total rent increase. The tenant's total monthly rent became \$1,215.00.²² The capital improvement rent increase in October 2015 was valid because the owner could voluntarily pass on capital improvement costs as long as it followed the laws of the Rent Adjustment Ordinance and the State of California.²³ However, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, the October 2015 capital improvement pass-through expired on September 30, 2020. Therefore, any \$91.72 monthly capital improvement pass-through included in the tenant's rent after September 30, 2020, is invalid.

A year later, in October 2016, the base rent increased to \$1,146.26, from \$1,123.79,²⁴ due to a 2% CPI rent increase, and a capital improvement rent increase²⁵ of \$190.79 (amounting to a 16.98% rent increase),²⁶ for a total rent increase of 18.98%.²⁷ The tenant's total monthly rent became \$1,337.05.²⁸ Pursuant to the Ordinance, property owners may not increase rent by more than ten percent (10%) in any twelve-month period. In October 2016, the owner unlawfully exceeded the 10% limitation by passing through an additional 8.98% (\$100.88) rent increase to the tenant. Therefore, the October 2016 capital improvement pass-through was unlawful because it exceeded the 10% rent increase limitation by \$100.88. The tenant is owed restitution for her overpayments.

Furthermore, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, any valid capital improvement pass-through imposed beginning of October 2016 expired on September 30, 2021; any portion of the \$190.79 monthly capital improvement pass-through included in the tenant's rent after September 30, 2021, is invalid.

The tenant continued to pay \$1,337.05 in total monthly rent until February 1, 2023, when she started paying $$1,352.70.^{29}$

OVERPAID RENT

From	То	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Feb-23	31-Aug-23	1,352.70	1337.05	\$15.65	7	\$109.55
1-Oct-16	1-Sep-21	1,337.05	1,236.17	\$100.88	60	\$6,052.86
1-Oct-20	31-Aug-23	1,215	1,123.79	\$91.21	35	\$3,192.35
1-Oct-21	31-Aug-23	1,337.05	1,146.26	\$190.79	. 23	\$4,388.17
			. Т	OTAL OVER	RPAID RENT	\$13,742.93

²² Tenant's rent payment records.

²³ Also, as previously stated, the *Petition* indicated that this rent increase was served with a *RAP Notice*.

²⁴ As of September 2016.

²⁵ The October 2016 capital improvement rent increase is unrelated to Case Number L17-0191 because it preceded April 26, 2018.

²⁶ Owner's excel spreadsheet.

²⁷ As previously stated, the *Petition* indicated that this rent increase was served with a *RAP Notice*.

²⁸ Tenant's rent payment records.

²⁹ Tenant's rent payment records.

RESTITUTION

	KESTITUTION	
	MONTHLY RENT	\$1,146.26
,	TOTAL TO BE REPAID TO TENANT	\$13,742.93
TOTAL	AS PERCENT OF MONTHLY RENT	1,198.94%
AMORTIZED OVER	MO. BY REG. IS	
	MONTHS BY HEARING OFFICER	
OR OVER 15	IS	\$916.20

Lastly, the only type of rent overpayment where the Regulations have reserved the tenant's right to recover interest is when an owner fails to reduce a capital improvement rent increase. The tenant may seek interest due on any rent overcharges from the failure to reduce rent for a capital improvement. However, historically, the Rent Adjustment Program is a nonpunitive local program and has regularly awarded restitution by adjusting future rents to account for the overpayment. Therefore, no interest shall be awarded at this time.

ORDER

- 1. Tenant Petition T23-0058 is granted in part.
- 2. The tenant's monthly base rent is \$1,146.26 per month.
- 3. The contested January 2, 2023, rent increase is invalid.
- 4. Due to capital improvement rent overpayments, the tenant is owed restitution in the amount of \$13,742.93 for overpaid rent. This overpayment is adjusted by a rent decrease for fifteen (15) months in the amount of \$916.20 a month.³¹
- 5. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final. The decision is final if no party has filed an *Appeal* within 20 days of the date the Hearing Decision is mailed to all parties.
- 6. If the owner wishes to, he can repay the restitution owed to the tenants at any time. If he does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
- 7. No interest on the overpaid rent will be awarded at this time.
- 8. No citations will be issued at this time.

³⁰ Regulations § 10.2.5.

³¹ Regulations § 8.22.110 (F)(4)(d).

- 9. Nothing in this order prevents the owner from increasing the rent according to the laws of the Rent Adjustment Ordinance and the State of California at any time, at least 12 months from the last rent increase.
- 10. The approved capital improvement pass-through as set forth in Case Number L17-0191 continues to be valid and eligible for pass-through after June 30, 2024. 32 The Hearing Decision in Case Number L17-0191 states: "The increase will be effective thirty (30) days after the owner serves the rent increase notice, together with the Notice of the Rent Adjustment Program (RAP Notice), and the attached Decision Summary. If the rent increase is served by mail, it will be effective thirty-five (35) days after the service. (emphasis added)"
- 11. The Settlement Conference and Hearing scheduled for Tuesday, August 22, 2023, is hereby canceled.

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

Dated: August 22, 2023

Susan Ma

Hearing Officer

Rent Adjustment Program

³² On March 9, 2020, the Oakland City Administrator issued a proclamation of Local Emergency, which was ratified by the Oakland City Council on March 12, 2020, due to the Novel Coronavirus Covid-19 pandemic. On March 27, 2020, the Oakland City Council adopted an Ordinance imposing a rent increase moratorium during the Local Emergency." The Ordinance states explicitly, "For rental units regulated by Oakland Municipal Code 8.22.010 et seq, any notice of rent increase in excess of the CPI Rent Adjustment, as defined in Oakland Municipal Code Section 8.22.020, shall be void and unenforceable if the notice is served or has an effective date during the Local Emergency." (Ordinance No. 13589 C.M.S.) The Rent Increase Moratorium remains in effect until June 30, 2024.

PROOF OF SERVICE

Case Number: T23-0058

Case Name: Brooks v. Campbell

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

Administration Decision

Owner

Severin Campbell 1315 Stannage Avenue Berkeley, CA 94702

Tenant

Cheri Brooks 200 Frisbie Street Unit 200 Oakland, CA 94611

Tenant Representative

Gregory Ching, Centro Legal de la Raza 3400 East 12th Street Oakland, CA 94601

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 24, 2023** in Oakland, California.

Teresa Brown-Morris

Oakland Rent Adjustment Program



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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



APPEAL

Appellant's Name	
Severin Campbell	X Owner □ Tenant
Property Address (Include Unit Number)	
200 Frisbie Street, Oakland CA 94611	
Appellant's Mailing Address (For receipt of notices)	Case Number
1315 Stannage Avenue Berkeley CA 94702	T23-0058 Date of Decision appealed
,	August 22, 2023
Name of Representative (if any)	Representative's Mailing Address (For
n/a	notices) 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.)

The Administrative Decision recommended restitution to the tenant of \$13,633.38 to which we disagree. Of this amount, the Administrative Decision recommended restitution of \$6052.86, based on the assumption that the 2016 Capital Pass Through amount was \$100.88 more than allowed and that this Pass Through amount continued from October 2016 to September 2021. The Administrative Decision assumed that the Capital Pass Through amount enacted in 2016 was \$190.79 and that the total rent increase was 18.98%. However, the actual Capital Pass Through amount enacted in 2016 was \$99.07 and the total rent increase was 10%.

The rent increase in October 2016 did not exceed 10%, and therefore, restitution in the amount of \$6052.86 is not warranted.

Also, the 2016 Capital Pass Through amount was reviewed by the Rent Adjustment Program Hearing Officer when we requested a third capital improvement pass-through in 2017 (Petition L17-0191). This review was necessary for the Hearing Officer to calculate the pass-through amount and amortization in response to Petition L17-0191.

- 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) x 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.)

As noted above, the 2016 Capital Pass Through amount was reviewed by the Rent Adjustment Program Hearing Officer when we requested a third capital improvement pass-through in 2017 (Petition L17-0191). The 2016 Capital Pass Through was considered compliant with the Rent Adjustment Program rules at that time.

- 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) x 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.)

As noted above, the Administrative Decision recommended restitution to the tenant of \$13,633.38, which included restitution of (a) \$6052.86 based on a math error (noted above); (b) \$3,192.35, based on the assumption that we continued to pass through the 2015 Capital Pass Through amount of \$91.72 between October 2020 and August 2023, exceeding the 60 month amortization limit; and (c) \$4,388.17 based on the assumption that the 2016 Capital Pass Through amount was \$190.79 (rather than the actual amount of \$99.07) and that we continued to pass through this amount between October 2021 and August 2023, exceeding the 60 month amortization limit.

The 2015 Capital Pass Through ended in May 2018. The petitioning tenant was advised of this in an email in October 2020.

The 2016 Capital Pass Through ended in June 2019. The petitioning tenant, Ms. Brooks, was advised in an October 2020 email that the 2016 Capital Pass Through amount ended in June 2019.

x 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.)

The Administrative Decision states that "There are sufficient uncontested facts presented and there are no material facts in dispute to issue a decision. Therefore, an Administrative Decision, without a hearing, is being issued." Because the hearing officer did not hold a hearing, we were unable to provide clarifying information or correct factual errors before the decision was submitted.

As noted above, restitution in the amount of \$13,633.38 was based on incorrect information, including:

- (a) \$6052.86 based on an incorrect calculation that assumed the 2016 Capital Pass Through amount was \$190.79 and that the rent increase was 18.98%. As noted above, the actual 2016 Capital Pass Through amount was \$99.07 and the actual rent increase was 10%.
- (b) \$3,192.35, based on the assumption that we continued to pass through the 2015 Capital Pass Through amount of \$91.72 between October 2020 and August 2023, exceeding the 60 month amortization limit. The 2015 Capital Pass Through ended in May 2018. The petitioning tenant was advised of this in an email in October 2020.
- (c) \$4,388.17 based on the assumption that the 2016 Capital Pass Through amount was \$190.79) and that we continued to pass through this amount between October 2021 and August 2023, exceeding the 60 month amortization limit. However, the 2016 Capital Pass Through was \$99.07 and the pass-through ended in June 2019. The petitioning tenant was advised of this in an email in October 2020.
- f) ☐ 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.)
- g) □ 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:11.*

• 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 28, 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:

Name	Cheri Brooks
Address	200 Frisbie Street
City, State Zip	Oakland, California 94611
<u>Name</u>	Gregory Ching, Centro Legal dela Raza
Address	3400 East 12 th Street
City, State Zip	Oakland, Ca 94601

Jan	August 28 2023
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August 28, 2023

City of Oakland Rent Adjustment Program 250 Frank H. Ogawa Plaza #5313 Oakland, California 94612

Re: Property Owner Appeal of Administrative Decision: T23-0058

We are appealing the Rent Adjustment Program Administrative Decision to T23-0058. Because the hearing officer did not hold a hearing, we were unable to provide clarifying information or correct factual errors before the decision was submitted. We provided a written response to T23-0058, including a spreadsheet summarizing the rent history. Because we passed through capital improvement costs in three separate amounts, we understand that the spreadsheet may have been hard to follow.

In response to the Administrative Decision:

We agree to pay the petitioning tenant, Ms. Brooks, \$109.55 for the rent increase from February 2023 through August 2023. When we submitted the 30 day notice of the rent increase from \$1337 to \$1352, we did not provide the RAP notice. Therefore, Ms. Brooks' rent is reduced retroactively to \$1337 as of February 2023.

We do not agree that Ms. Brooks is owed \$13,633.38 in restitution. The assumptions on which this calculated restitution was based are incorrect, and the conclusion that restitution is owed because Capital Pass Throughs lasted longer than the allowed time and that a total rent increase exceeded 10% are incorrect. Details of the amounts that make up the total \$13,633.38 are as follows.

- \$6052.86 was based on the assumption that the 2016 Capital Pass Through amount was \$100.88 more than allowed and that this Pass Through amount continued from October 2016 to September 2021.
 - The Administrative Decision assumed that the Capital Pass Through amount enacted in 2016 was \$190.79 and that the total rent increase was 18.98%.
 - However, the actual Capital Pass Through amount enacted in 2016 was \$99.07 and the total rent increase was 10%.

The amount of \$100.88 is an incorrect calculation in the Administrative Decision; this amount was never applied to the rent, and therefore, no restitution is warranted.

The 2015 Capital Pass Through and 2016 Capital Pass Through amounts were reviewed by the Rent Adjustment Program Hearing Officer when we requested a third capital improvement pass-through in 2017 (Petition L17-0191). The review was necessary to calculate the appropriate amount and amortization period for the third capital pass through.

- \$3,192.35 was based on the assumption that we continued to pass through the 2015 Capital Pass Through amount of \$91.72 between October 2020 and August 2023, exceeding the 60 month amortization limit. This is not correct. The 2015 Capital Pass Through ended in May 2018. As noted below, the petitioning tenant, Ms. Brooks, was advised of this in an email in October 2020.
- \$4,388.17 was based on the assumption that the 2016 Capital Pass Through amount was \$190.79 and that we continued to pass through this amount between October 2021 and August 2023, exceeding the 60 month amortization limit. This is not correct. The 2016 Capital Pass Through was \$99.07 and the Pass Through ended in June 2019. As noted below, the petitioning tenant, Ms. Brooks, was advised in an October 2020 email that the 2016 Capital Pass Through amount ended in June 2019.

According to the tenant's petition, T23-0058, Ms. Brooks (a) received a rent increase above the allowable amount, and (b) did not receive a rent reduction after a prior increase for capital improvements.

Neither claim is correct.

- (a) The rent paid by Ms. Brooks is less than the allowable amount. We provided this information to the Rent Adjustment Program in our original response to the tenant petition.
 - In 2018, Ms. Brooks requested that we not increase the total rent to the amount authorized by the Rent Adjustment Program. We agreed to keep the total rent unchanged at \$1337. In order to maintain Ms. Brooks' rent at \$1337, we reduced the authorized capital pass through amount.
- (b) We advised Ms. Brooks in October 2020 that she was not owed a rent reduction. We informed Ms. Brooks that the 2015 and 2016 Capital Pass Through ended in June 2019. We further informed Ms. Brooks that in order to maintain her rent at the lower amount of \$1337, we delayed implementing the Capital Pass Through amount authorized by the Rent Adjustment Program in response to our petition L17-0191 until the 2015 and 2016 Capital Pass Through ended. We also informed Ms. Brooks that the actual capital pass through amount was less than the authorized capital pass through amount.

Although we provided this information to Ms. Brooks in an email more than two years prior to her filing a tenant petition, she did not include this information in her tenant petition.

Attached are (1) our response to the Administrative Decision and (2) a spreadsheet providing details on rent increases.

San	August 28, 2023
Severin Campbell	Date

Response to the Rent Adjustment Program Administrative Decision August 22, 2023 Tenant Petition: T23-0058

The following is a clarification or correction of statements in the Decision.

Administrative Decision	Response
Both parties indicated on their respective <i>Petition</i> and <i>Response</i> that the first <i>RAP Notice</i> was served in March 2015. Therefore, it is found that the first <i>RAP Notice</i> was served by the owner to the tenant in March 2015	Agree
Both the <i>Petition</i> and <i>Response</i> stated that the tenant is current on rent. The tenant's rent payment records indicate that she started paying \$1,352.70 on February 1, 2023.	Agree
The tenant indicated on her petition that she received a rent increase on January 2, 2023, without an accompanying RAP Notice. The owner did not submit evidence to dispute this fact. In fact, the owner corroborated the tenant's claim by stating: "We provided RAP notices in March 2015, September 2016, and May 2018."	Agree
Decision determined that the February 1 2023 rent increase was invalid due to no RAP Notice being issued. Both the <i>Petition</i> and <i>Response</i> stated that the tenant is current on rent. The tenant's rent payment records indicate that she started paying \$1,352.70 on February 1, 2023. Therefore, the tenant has been paying the unlawful rent increase of \$15.65 per month (\$1,352.70 - \$1337.05) from February 1, 2023, to the present.	Agree

Administrative Decision	Response
A rent increase in excess of the CPI Rent	Agree
Adjustment may be justified by capital	NB/CC
improvement costs. The reimbursement of	
capital expenses from the tenant must be	
discontinued at the end of the amortization	
period. Before February 1, 2017, all capital	
improvement pass-throughs were subject to a	
60-month amortization period and must be	
discontinued at the end of the 60-month period.	
According to the owner's excel spreadsheet, in	Agraa
	Agree
April 2015, the base rent for "Apt 200" was \$1,105.00.19	
\$1,105.00.29	
In Oatabay 2015, the base year increased to	
In October 2015, the base rent increased to	
\$1,123.79, due to a 1.7% CPI rent increase, and	
the owner voluntarily passed on a capital	
improvement rent increase of \$91.72 (8.3%).	
The description of a 100% to the description of the second	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
The tenant received a 10% total rent increase.	Agree
The tenant's total monthly rent	
became\$1,215.00. ²² The capital improvement	
rent increase in October 2015 was valid because	
the owner could voluntarily pass on capital	
improvement costs as long as it followed the laws	
of the Rent Adjustment Ordinance and the State	
of California. ²³	
	D
However, pursuant to the previous limitation of	Do not agree. The 2015 capital pass through
60 months on capital improvement pass-	ended in May 2018.
throughs, the October 2015 capital improvement	
pass-through expired on September 30, 2020.	
Therefore, any \$91.72 monthly capital	
improvement pass-through included in the	
tenant's rent after September 30, 2020, is invalid	
A year later, in October 2016, the base rent	Do not agree.
increased to \$1,146.26, from \$1,123.79, due to a	71
2% CPI rent increase, and a capital improvement	The capital improvement increase was \$99.07
rent increase of \$190.79 (amounting to a 16.98%	and the total rent increase was 10%
rent increase), for a total rent increase of 18.98%.	
The tenant's total monthly rent became	Agree
\$1,337.05. Pursuant to the Ordinance, property	
owners may not increase rent by more than ten	
percent (10%) in any twelve-month period.	

Administrative Decision	Response
In October 2016, the owner unlawfully exceeded the 10% limitation by passing through an additional 8.98% (\$100.88) rent increase to the tenant. Therefore, the October 2016 capital improvement pass-through was unlawful because it exceeded the 10% rent increase limitation by \$100.88.	Do not agree. The rent increased from \$1,215.50 to \$1337.05 on October 1, 2016. This is an increase of 10%. The base rent increased from \$1,123.79 to \$1,146.26. This is an allowable CPI increase of 2%. The Capital Pass Through amount increased from \$91.72 to \$190.79. This is an increase of \$99.07.
The tenant is owed restitution for her overpayments.	This increase was reviewed by the Rent Adjustment Program Hearing Officer in Petition L17 – 0191. We do not agree that the tenant is owed restitution. The rent increase did not exceed 10%.
Furthermore, pursuant to the previous limitation of 60 months on capital improvement passthroughs, any valid capital improvement passthrough imposed beginning of October 2016 expired on September 30, 2021; any portion of the \$190.79 monthly capital improvement passthrough included in the tenant's rent after September 30, 2021, is invalid	Do not agree The 2015 Capital Pass Through ended in May 2018. The 2016 Capital Pass Through ended in September 2019.

Administrative Decision	Response
	The Rent Adjustment Program Hearing Officer decision dated April 28, 2018 authorized a Capital Pass Through to Apartment 200 of \$118.37 for a 72-month period.
	As noted in the May 24, 2018 letter to Ms. Brooks:
	The Rent Adjustment Program approved our petition to increase the rent. The rent for your apartment at 200 Frisbie Street will increase by \$118.37 per month, from the current rent of \$1337 per month to the new rent of \$1,445 per month. This rent increase of \$118.37 will begin on July 1, 2018 and extend for 72 months (6 years) and will end June 30, 2024.
	Included in this letter was the Hearing Officer finding and RAP notice.
	Ms. Brooks requested that we not increase her rent. In order to maintain the rent at \$1337, we reduced the pass through below the authorized amount.
The Administrative Decision finds the following overpayments:	
(1) Therefore, the October 2016 capital improvement pass-through was unlawful because it exceeded the 10% rent increase limitation by \$100.88.	Do not agree. The 2016 Capital Pass Through was \$91.72, as described above in the response to the discussion of the October 2016 rent increase. The total rent increase was 10%.
(2) Furthermore, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, any valid capital improvement pass-through imposed beginning of October 2016 expired on September 30, 2021; any portion of the \$190.79 monthly capital improvement pass-through included in the tenant's rent after September 30, 2021, is invalid.	Do not agree. The 2015 Capital Pass Through ended in May 2018. The 2016 Capital Pass Through ended in September 2019.

Capital Improvement Costs 2015

Sewer Lateral	6,900
Roof	9,794
_	16,694
70% Capital Improvement Pass Through	11,686
Information submitted with Petition L17-0191	

Capital Improvement Costs 2016

ETWINE # PARTICIPATION AND AND TOTAL OF DESCRIPTION AND DESCRIPTIONS NAMED AND ADDRESS OF THE PARTICIPATION ADDRESS OF THE PARTICIPATION AND ADDRESS OF THE PARTICIPATION AND ADDRESS OF THE PARTICIPATION AND ADDRESS OF THE PARTICIPATION ADDRESS OF THE PARTICIPATION AND ADDRESS OF THE PARTICIPATION AND ADDRESS OF THE PARTICIPATION AND ADDRESS OF THE PARTICIPATION	
Alley Electric	7,900
Bouchard Sesimic	20,036
	27,936
70% Capital Improvement Pass Through	19,555
Information submitted with Petition L17-0191	

Rent Adjustment Board -Capital Improvement Costs 2017					
Structural upgrade	30,125				
Stucco and paint	15,900				
Gutters & downspouts	2,675				
	48,700				
70% Capital Improvement Pass Through	34,090				
Information submitted with Petition L17-0191					
Total	93,330				

rotar	23,330
70% Capital Improvement Pass Through	65,331

000070 8-1

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8-2 000071

2015 Pass Through 2016 Pass Through RAP - L17-0191	Oct-15 Oct-16 Jul-18	Unit 200 2,935 4,458 8,523 15,916	Months 31 32 72	End Date May-18 Jun-19 Jun-24						
					Capital				Actual Rent	
			2015	2016	Pass	Subtotal			Over/	
Rent Adjustment			Capital	Capital	Through	Capital	Total	Total	(Under)	One
Program CPI			Pass	Pass	(L17-	Pass	Actual	Allowable	Allowable	Year
Increase		Base	Through	Through	0191)	Through	Rent	Rent	Rent	Increase
	Prior Base	1,105.00								
1.7% increase 2015	10/01/15		91.72			91.72	1,215.51	1,215.51	0.00	10%
	11/01/15		91.72			91.72	1,215.51	1,215.51	0.00	
	12/01/15		91.72			91.72	1,215.51	1,215.51	0.00	
	01/01/16		91.72			91.72	1,215.51	1,215.51	0.00	
	02/01/16		91.72			91.72	1,215.51	1,215.51	0.00	
	03/01/16		91.72			91.72	1,215.51	1,215.51	0.00	
	04/01/16		91.72			91.72	1,215.51	1,215.51	0.00	
	05/01/16		91.72			91.72	1,215.51	1,215.51	0.00	
	06/01/16		91.72			91.72	1,215.51	1,215.51	0.00	
	07/01/16		91.72			91.72	1,215.51	1,215.51	0.00	
	08/01/16	020	91.72			91.72	1,215.51	1,215.51	0.00	
	09/01/16		91.72			91.72	1,215.51	1,215.51	0.00	100/
2% increase 2016	10/01/16		91.72	99.07		190.79	1,337.05	1,337.05	0.00	10%
	11/01/16		91.72	99.07	'	190.79	1,337.05	1,337.05	0.00	
	12/01/16		91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	01/01/17		91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	02/01/17		91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	03/01/17		91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	04/01/17		91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	05/01/17		91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	06/01/17		91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	07/01/17		91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	08/01/17		91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	09/01/17		91.72	99.07		190.79	1,337.05	1,337.05	0.00 0.00	
2.3% Increase 2017	10/01/17		91.72	99.07		190.79	1,337.05	1,337.05		
	11/01/17		91.72	99.07		190.79	1,337.05	1,337.05	0.00 0.00	
	12/01/17		91.72	99.07		190.79	1,337.05	1,337.05 1,337.05	0.00	
	01/01/18		91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	02/01/18		91.72	99.07		190.79 190.79	1,337.05 1,337.05	1,337.05	0.00	
	03/01/18 04/01/18		91.72 91.72	99.07 99.07		190.79	1,337.05	1,337.05	0.00	
	05/01/18		91.72	99.07		190.79	1,337.05	1,337.05	(0.00)	
	05/01/18		91.72	190.79		190.79	1,337.05	1,337.05	(0.00)	
	07/01/18			164.43		164.43	1,337.05	1,455.35	(118.30)	
	08/01/18			164.43		164.43	1,337.05	1,455.35	(118.30)	
	09/01/18			164.43		164.43	1,337.05	1,455.35	(118.30)	
3.4% increase 2018	10/01/18			124.56		124.56	1,337.05	1,455.35	(118.30)	
5.470 IIICIEdSE ZUIO	11/01/18			124.56		124.56	1,337.05	1,455.35	(118.30)	
	12/01/18			124.56		124.56	1,337.05	1,455.35	(118.30)	
	01/01/19			124.56		124.56	1,337.05	1,455.35	(118.30)	
	02/01/19			124.56		124.56	1,337.05	1,455.35	(118.30)	
	02/01/19			124.56		124.56	1,337.05	1,455.35	(118.30)	
	03/01/19			124.56		124.56	1,337.05	1,455.35	(118.30)	
	05/01/19			124.56		124.56	1,337.05	1,455.35	(118.30)	
	03/01/19	1,412.47		124.30		144.50	1,007.00	1,700.00	(110,50)	

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					Capital				Actual Rent	
			2015	2016	Pass	Subtotal			Over/	
Rent Adjustment			Capital	Capital	Through	Capital	Total	Total	(Under)	One
Program CPI			Pass	Pass	(L17-	Pass	Actual	Allowable	Allowable	Year
Increase		Base	Through	Through	0191)	Through	Rent	Rent	Rent	Increase
	06/01/19	1,212.49		124.56		124.56	1,337.05	1,455.35	(118.30)	
	07/01/19	1,212.49		6.26	118.30	124.56	1,337.05	1,337.05	(0.00)	
	08/01/19	1,212.49		6.26	118.30	124.56	1,337.05	1,337.05	(0.00)	
	09/01/19	1,212.49		6.26	118.30	124.56	1,337.05	1,337.05	(0.00)	
3.5% increase 2019	10/01/19	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)	
	11/01/19	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)	
	12/01/19	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)	
	01/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)	
	02/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)	
	03/01/20				82.12	82.12	1,337.05	1,373.23	(36.18)	
	04/01/20				82.12	82.12	1,337.05	1,373.23	(36.18)	
	05/01/20				82.12	82.12	1,337.05	1,373.23	(36.18)	
	06/01/20				82.12	82.12	1,337.05	1,373.23	(36.18)	
	07/01/20				82.12	82.12	1,337.05	1,373.23	(36.18)	
	08/01/20				82.12	82.12	1,337.05	1,373.23	(36.18)	
	09/01/20				82.12	82.12	1,337.05	1,373.23	(36.18)	
2.7% increase 2020	10/01/20				48.24	48.24	1,337.05	1,407.11	(70.06)	
2.770 IIICI Ca3C 2020	11/01/20	-			48.24	48.24	1,337.05	1,407.11	(70.06)	
	12/01/20				48.24	48.24	1,337.05	1,407.11	(70.06)	
	01/01/21			1	48.24	48.24	1,337.05	1,407.11	(70.06)	1
					48.24	48.24	1,337.05	1,407.11	(70.06)	l,
	02/01/21				48.24	48.24	1,337.05	1,407.11	(70.06)	
	03/01/21				48.24	48.24	1,337.05	1,407.11	(70.06)	
	04/01/21				48.24	48.24	1,337.05	1,407.11	(70.06)	
	05/01/21					48.24		1,407.11	(70.06)	
	06/01/21				48.24	48.24	1,337.05	1,407.11	(70.06)	
	07/01/21				48.24		1,337.05	1,407.11	(70.06)	
	08/01/21				48.24	48.24	1,337.05	1,407.11	(70.06)	
4.00/ :	09/01/21				48.24	48.24	1,337.05	1,407.11	(94.55)	
1.9% increase 2021	10/01/21				23.75	23.75	1,337.05			
	11/01/21				23.75	23.75	1,337.05	1,431.60	(94.55)	
	12/01/21				23.75	23.75	1,337.05	1,431.60	(94.55)	
	01/01/22				23.75	23.75	1,337.05	1,431.60	(94.55)	
	02/01/22				23.75	23.75	1,337.05	1,431.60	(94.55)	
	03/01/22				23.75	23.75	1,337.05	1,431.60	(94.55)	
	04/01/22				23.75	23.75	1,337.05	1,431.60	(94.55)	
	05/01/22				23.75	23.75	1,337.05	1,431.60	(94.55)	
	06/01/22				23.75	23.75	1,337.05	1,431.60	(94.55)	
	07/01/22				23.75	23.75	1,337.05	1,431.60	(94.55)	
	08/01/22				23.75	23.75	1,337.05	1,431.60	(94.55)	
	09/01/22				23.75	23.75	1,337.05	1,431.60	(94.55)	
3.0% increase 2022	10/01/22	1,352.70				-1	1,337.05	1,471.00	(133.95)	
	11/01/22				-	-	1,337.05	1,471.00	(133.95)	
	12/01/22	1,352.70			-	=	1,337.05	1,471.00	(133.95)	
	01/01/23				-	-	1,337.05	1,471.00	(133.95)	
	02/01/23	1,352.70					1,352.70			1%
	03/01/23	1,352.70					1,352.70			
	04/01/23	1,352.70					1,352.70			
	05/01/23	1,352.70					1,352.70			
	06/01/23	1,352.70					1,352.70			
	07/01/23	1,352.70					1,352.70			
	08/01/23	1,352.70					1,352.70			

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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



AUG 29 2023

RENT ADJUSTMENT PROGRAM
OAKLAND

PROOF OF SERVICE

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

- ➤ Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a complete but unsigned <u>copy</u> of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- > Please sequentially number all additional documents provided to the RAP.

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

I served a copy of: Appeal - Administrative Decision – T23-0058 11 attached pages to each opposing party, whose name(s) and address(es) a listed below, by one of the following means (<i>check one</i>):	re
X a. First-Class 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. 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.	
c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.	

PERSON(S) SERVED:

Name	Cheri Brooks
Address	200 Frisbie Street
City, State, Zip	Oakland, California 94611
Email Address	qkcam45@att.net

Name	Gregory Ching, Centro Legal dela Raza
Address	3400 East 12 th Street
City, State, Zip	Oakland, California 94601
Email Address	gching@centrolegal.org
Name	
Address	
City, State, Zip	
Email Address	
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City, State, Zip	
Email Address	

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 <u>8/28/2023</u> (insert date served).

Severin Campbell	· · · · · · · · · · · · · · · · · · ·
PRINT YOUR NAME	
San	August 28 2023
SIGNATURE	DATE

CITY OF OAKLAND



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

Housing and Community Development Department Rent Adjustment Program

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

Housing Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T23-0058, Brooks v. Campbell

APPEAL HEARING: October 12, 2023

PROPERTY 200 Frisbie Street #200, Oakland CA

ADDRESS:

APPEARANCES: Owner: Severin Campbell

Tenant Representative: David Hall

BACKGROUND

On May 1, 2023, tenant Cheri Brooks filed a petition contesting three rent increases: \$1105 to \$1215.50, effective 10/1/15; \$1215 to \$1337.05, effective 10/1/16; and \$1337.05 to \$1352.70, effective 2/1/23. The petition alleged that the increases were above the allowable amount, were not properly served or lacked proper notice, and/or the tenant's rent was not reduced after a prior increase period for capital improvements. The petition indicated that the tenant first received a RAP Notice in March 2015, and that the tenant received a RAP Notice with the rent increases in 2015 and 2016, but not 2023.

On May 4 and June 27, 2023, owner Severin Campbell filed a property owner response. Regarding the 2015 increase, the owner alleged that this was based on a 1.7% CPI increase and a pass-through for capital improvement costs of 8.3%. The 2016 increase was based on a 2% CPI increase and a pass through for capital improvement costs of 8%. Both increases were served with a RAP Notice. In 2018, the owner received approval from RAP to increase the rent to \$1,455, but the owner agreed to keep the rent at \$1,337. On January 2, 2023, the owner notified the tenant that rent would increase to \$1,352 based on CPI adjustments. The owner alleged that a total of \$15,919 was approved for capital pass through, but that actual pass through paid by the tenant between October 2015 and August 2022 was \$8,158.

The case was scheduled for a hearing on August 22, 2023. On August 21, 2023, the parties were notified that the hearing was cancelled because the Hearing Officer issued an Administrative Decision.

RULING ON THE CASE

The Hearing Officer issued an Administrative Decision on August 22, 2023, granting the tenant's petition in part. The 2023 increase was invalid because it was served without a RAP Notice, which was corroborated by the owner's response.

The October 2015 increase from \$1,105 to \$1,215 was valid because it did not exceed 10%, and because the laws in effect at that time allowed owners to pass on capital improvement costs without needing prior approval from RAP. The 10% rent increase combined a 1.7% CPI increase (\$18.79) with an 8.3% increase (\$91.72) based on capital improvements. Although the increase was valid, the portion of the increase that was based on capital improvements (\$91.72) should have expired after 60 months, which was September 30, 2020. Therefore, the Hearing Officer found that the tenant was entitled to restitution of \$91.21¹ per month from October 2020 to August 2023, totaling \$3,192.35.

The October 2016 increase was invalid because it exceeded 10%. In October 2016, the tenant's base rent increased from \$1,123.79 to \$1,146.26 due to a 2% CPI increase and a capital improvement pass through of \$190.79 (16.98%), for a total rent increase of 18.98%. Therefore, the tenant is entitled to restitution for overpayments. Additionally, the 2016 pass-through (\$190.79) should have expired after 60 months, which was September 30, 2021. Therefore, the Hearing Officer found the tenant was entitled to restitution of \$190.79 per month from October 2021 to August 2023, totaling \$4,388.17.

The Hearing Officer determined that the total restitution owed to the tenant due to overpayments was \$13,742.93, dating back to 2016.

GROUNDS FOR APPEAL

On appeal, the owner claimed that the Administrative Decision erred in three ways. First, the 2016 capital improvement pass-through was only \$99.07, not \$190.79, and therefore the rent increase was only 10%, not 18.98%. Furthermore, the 2016 pass-through was reviewed by the Hearing Officer in L17-0191, when the owner filed a petition seeking a third capital improvement pass-through in 2017 and was considered compliant with the rules in effect at that time. Since the 2016 pass-through amount was only \$99.07 and the total 2016 increase did not exceed 10%, \$6,052.86 of the restitution award is not warranted.

Second, the Administrative Decision erred by assuming that the 2016 pass-through continued between October 2021 and August 2023. The owner contended that

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¹ This figure of \$91.21 that was included in the calculation chart appears to have been a clerical error, since the actual pass-through amount was \$91.72.

the pass-through ended in June 2019. The tenant was advised of this in an email in October 2020. Therefore, \$4,388.17 of the restitution amount was not warranted.

Third, the Administrative Decision erred by assuming that the 2015 pass-through of \$91.72 continued between October 2020 and August 2023. The owner contended that the 2015 pass-through ended in May 2018. The tenant was advised of this in an email in October 2020. This erroneous assumption resulted in an award of \$3,192.35 in restitution that was not warranted.

Because the Hearing Officer did not hold a hearing, the owner did not have an opportunity to provide clarifying information or correct factual errors. In total, \$13,633.38 of the \$13,742.93 restitution award was based on incorrect information. The owner submitted a spreadsheet summarizing the rental history with their response. However, because capital improvement costs were passed through in three different amounts, the spreadsheet may have been difficult to follow.

The owner did not dispute that the 2023 rent increase was issued without a RAP Notice and agreed that the tenant is owed \$109.55 in restitution for overpayments between February 2023 and August 2023 based on the 2023 increase.

ISSUES ON APPEAL

The following issues were presented to the Board:

- 1. Is there substantial evidence to support the Hearing Officer's calculations:
 - a. The 2016 rent increase was \$100.88 above the allowable amount of 10%?
 - b. The owner continued to charge the tenant for the 2015 pass-through after the amortization period ended, between October 2020 and August 2023?
 - c. The owner continued to charge the tenant for the 2016 pass-through after the amortization period ended, between October 2021 and August 2023?
- 2. Was the owner denied a sufficient opportunity to address the tenant's claims and provide their response prior to the issuance of the Administrative Decision?

APPEAL DECISION

After parties' arguments, questions to the parties, and Board member discussion, the Board voted to affirm the decision as to the 2023 rent increase and subsequent award, and to remand the case back to the Hearing Officer for a hearing on the other issues. The Hearing Officer may, but is not required to, keep the record open to accept new evidence.

The Board voted as follows:

Aye: C. Oshinuga, M. Escobar, J. deBoer, K. Brodfuehrer, C. Jackson

Nay: None Abstain: None

BRIANA LAWRENCE-MCGOWAN

BOARD DESIGNEE CITY OF OAKLAND

HOUSING, RESIDENTIAL RENT AND

RELOCATION BOARD

November 6, 2023

DATE

PROOF OF SERVICE Case Number T23-0058

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

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

Documents Included

Appeal Decision

Owner

Severin Campbell 1315 Stannage Avenue Berkeley, CA 94702

Tenant

Cheri Brooks 200 Frisbie Street, Unit 200 Oakland, CA 94611

Tenant Representative

Centro Legal de la Raza 3400 East 12th Street Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 07, 2023** in Oakland, CA.

Briana Lawrence-McGowan

Oakland Rent Adjustment Program

CITY OF OAKLAND



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Housing and Community Development Department Rent Adjustment Program TEL (510) 238-3721 FAX (510) 238-6181 CA Relay Service 711

HEARING DECISION

CASE NUMBER:

T23-0058

CASE NAME:

Brooks v. Campbell

PROPERTY ADDRESS:

200 Frisbie Street, Unit 200, Oakland, CA

DATE OF ADMINISTRATIVE

DECISION:

August 22, 2023

DATE OF APPEAL HEARING:

October 12, 2023

DATE OF HEARING:

February 6, 2024

DATE OF DECISION:

April 17, 2024

APPEARANCES:

Cheri Brooks, Tenant

David Hall, Tenant Representative

Severin Campbell, Owner

SUMMARY OF DECISION

The tenants' petition is granted in part.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on May 1, 2023, contesting a rent increase from \$1,337.05 to \$1,352.70 per month, effective February 1, 2023, as well as prior rent increases. The tenants contest a rent increase from \$1,215.00 to \$1,337.05 per month, effective October 1, 2016, and a rent increase from \$1,105.00 to \$1,215.50 per month, effective October 1, 2015. The bases for the tenants' petition include the following:

• The rent increase is above the allowable CPI amount;

- The rent increase is unlawful because the tenant was not given proper notice, was not properly served, and/or was not provided with the required *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)*; and
- The rent was not reduced after a prior rent increase period for capital improvements or after an additional tenant for whom the owner was allowed an increase, vacated from the premises.

The petition included a *Proof of Service (POS)* signed by Gregory Ching that he served the *Tenant Petition* and *Notice to Property Owner of Tenant Petition* by United States mail to the three owners, Severin Campbell, Leah Orloff, and Julie Gross on April 28, 2023.

The Property Owner Response to Tenant Petition (Response) was due to the Rent Adjustment Program (RAP) office by June 2, 2023. The owner filed a late response on June 27, 2023, claiming that the reasons for the rent increases was because "RAP approved an increase of \$118.37 per month, effective July 2018, increasing rent from \$1337 to \$1455."

Both parties signed their respective *Tenant Petition* and *Response* under penalty of perjury.

THE ISSUES

- (1) Is there good cause for the Owner's failure to timely respond to the petition?
- (2) When, if ever, were the tenants served written notice of the *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)* prior to the petition being filed?
- (3) Are the contested rent increases valid?
- (4) Were the rent increases based on capital improvement passthroughs reduced after an amortization period has expired?

EVIDENCE

At the commencement of the Hearing, the tenant withdrew the February 1, 2023, rent increase claim.

After being duly sworn, Tenant Cheri Brooks, provided the following testimony:

She moved into the unit in July 2010 and her monthly rent was \$1,045.00. She first received the *RAP Notice* in March 2015.

¹ This date is calculated based on 30 days after the date the *Tenant Petition* was served on the owner, plus five (5) days for mailing.

In August 2015, she received a rent increase which was handed to her by Leah Orloff.² The rent increase stated that the rent increase was for a \$110.00 capital improvement passthrough.³ A *RAP Notice* was not included with the rent increase. The tenant understood that the rent was increasing because of a capital improvement passthrough. In October 2015, she started paying the new rent increase through a portal.

In September 2016, the tenant received an e-mailed rent increase notice that included Capital Improvement and CPI rent increases from \$1,215.00 to \$1,337.05 per month, effective October 1, 2016; the notice was also left either on her door or slipped between the metal gate's mesh and the door. A RAP Notice was included with the notice. The owner did not hand deliver the notice in 2016. The tenant understood then that the rent was increasing because of an 8% capital improvement passthrough and a 2% CPI rent increase.

In 2016, the owner offered a rent reduction and said, "because of your disability, if you need to, and if this is too much of an increase, let us know and we will work something out." At that time, the tenant looked at the state of her finances and believed she could pay the rent increase and declined the owner's offer.

In 2017, the owner filed an Owner Petition for Capital Improvement, and in 2018 the owner was granted a capital improvement passthrough of \$118.00 for 73 months. On May 24, 2018, the owner e-mailed her a rent increase notice wherein the rent increased \$118.37. The tenant asked the owners if the opportunity to "bypass" the rent increase as it was offered in 2016 was still available. At that time, she was experiencing decreased housing services and filed a *Tenant Petition*, so she offered to dismiss and retract her tenant petition in exchange for the owners to forego the 2018 rent increase. The owners replied that if the tenant would withdraw the decrease in service petition, then they would agree to waive the rent increase for a year and that they would revisit this issue again in one year. ⁵

The tenant testified that since 2018, she has not received any written increases in rent that were personally delivered or mailed to her. The tenant never received another rent increase notice in writing that increased the rent by \$118.00.6

The tenant had "no idea when the capital improvements ended" so the tenants wrote to the owner in October 2020 asking to roll the rent back by \$110.00. The rent was not reduced. The tenant has paid the rent increase of \$1,337.05 since October 1, 2016, has continued to pay this rent amount as of the date of the hearing, and will continue to pay this amount. She has never received any notification that her rent was reducing due to the expiration of the capital improvement passthrough.

² She remembers having a conversation with Leah when Leah brought it to her back door.

³ Exhibit A. Her rent increased from \$1,105.00 to \$1,215.00.

[†]Exhibit A.

⁵ The owners e-mailed her and stated, "Cheri: We will waive the rent increase for one year and revisit the issue again after that."

It is her understanding that the rent would reduce after the amortization of the capital improvement passthroughs and that her base rent would also be reduced to reflect the original base level. Her base rent should be \$1,127.00.

The tenant has been paying rent through a portal and has no control over changing the amount of rent she has to pay in that portal. She has to pay the rent amount as set by the portal. The portal has consistently showed that the tenant owes \$1,337.05 in rent every month. This rent amount did not increase or reduce in October 2021, nor did it change after the tenant received the initial Administrative Decision for this case number T23-0058. Even when she attempted to change the rent amount in the portal after receiving the initial Administrative Decision, she could not.

The owner conducted a lengthy cross-examination of Ms. Brooks. The tenant does not recall receiving the May 2018 rent increase via certified mail. The tenant was asked to read an email sent to her by the owners on June 14, 2018:

"Cheri: We will waive the rent increase for one year and revisit the issue again after that. You may keep your camper shell in the backyard for 2 weeks. And then it has to be gone by the twentieth, at the latest. And we ask that you withdraw your complaint at the rent board."

Ms. Campbell also asked the tenant to read a September 28, 2020 e-mail into the record.

Ms. Campbell asked the tenant, "Did you understand, at that time, that we were in fact continuing to pass through a portion of the \$118.00 capital pass through that had been approved by the RAP Ordinance?" Ms. Brooks emphatically answered, "No. I didn't understand anything, and I wrote back and asked, what happened to the 2016 pass through. It took me two years to wrap my head around the math. How did my base rent get to \$1,289 from \$1,105?"

Lastly, the tenant representative objected to the admission of the *Response*. He stated that there were a number of ways the response could be filed with the RAP. It does not have to be filed on-line. And that there were a number of ways a petition number could be found including contacting RAP directly.

After being duly sworn, the owner, **Severin Campbell**, provided the following testimony:

She received the tenant's packet from the tenant's representative, Gregory Ching, on May 3, 2024. In the tenant packet, she received the form *Notice to Property Owner of Tenant Petition*. On May 10, she wrote to Mr. Ching via e-mail requesting the tenant petition number. Mr. Ching did not respond. On June 22, 2024, she received a letter from RAP indicating the petition number.

⁷ When asked, "Did you receive the *Notice to Property Owner of Tenant Petition* mailed to you on April 28, 2023?" Ms. Campbell testified, "Yes, I did."

Ms. Campbell repeatedly testified, "Our response was not late" and "We were not late." She did not upload her *Response* or respond to RAP because, she did not have a petition number, and she did not have a number to respond to. When asked, why she did not email her response to RAP or mail the response to RAP, she responded, "I had no one to mail it to and I had no petition number. I don't feel like I can be held responsible if nobody responds."

The owner further testified, "It is our understanding that we are keeping your rent flat. We never said that we were waiving your rent increase. It was not our understanding in that June 14, 2018, email that says you would not have to pay any of the capital pass through amount."

"We were, in fact, increasing your base rent each month each year by the allowed CPI amount, and reducing the capital improvement passed through amount that had been authorized by RAP in order to keep your rent flat at \$1,337."

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Is there good cause for the Owner's failure to timely respond to the petition?

The Rent Ordinance requires respondents to file a response to a petition within 30 days after service of a notice by the Rent Adjustment Program that a petition was filed. "If a tenant files a petition and if the owner wishes to contest the petition, the owner must respond..." Failure to file a timely response limits the owner's participation in the Hearing to cross-examination and summation. 9

The owner testified that she received the tenant's *Petition* and the form *Notice to Property Owner of Tenant Petition* on May 3, 2024. On the *Petition*'s first page, the RAP office's address, telephone number, and website are printed on the letterhead. On the form *Notice to Property Owner of Tenant Petition*, the RAP office's address, telephone number, and website are also printed on the letterhead. It states in bold font the following:

ATTENTION: IMMEDIATE ACTION REQUIRED

YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU

TO RESPOND: Submit your signed **PROPERTY OWNER RESPONSE** form and completed and signed **PROOF OF SERVICE*** form to RAP through RAP's online portal, via email, or by mail.

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

⁸ Oakland Mun. Code (O.M.C.) § 8.22.090 (B).

⁹ Santiago v. Vega, Case No. T02-0404.

The owner's testimony relies on the logic that in order for her to submit a Response to the RAP office, she must have a petition number; or that her written response to the tenant and the tenant representative was an adequate response for the purposes of submitting an Owner Response to the RAP office. This logic is unfounded. The form Notice to Property Owner of Tenant Petition specifically states the owner's responsibility, once served with the Petition, is to file an Owner Response with the RAP office. The owner had two ways to file the Owner Response without the petition case number: mail and email. Further, she could have contacted the RAP office by telephone or e-mail with any inquiry. Accordingly, the owner did not have good cause to warrant a delay for responding to the Tenant Petition, and therefore the Owner's Response cannot be considered in this case.

It should also be noted that, although required, the owner's participation in the Hearing was not limited to cross-examination and presenting a summation. During the cross-examination of the tenant, the owner testified in monologues her intentions and thought processes about the rent increases and the lack of rent increase notices.

RAP Notice and Rent Increases

Notice and Filing Requirements: The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (*RAP Notice*) at the start of a tenancy 10 and together with any notice of rent increase. 11 Under California Civil Code section 827, any notice of change of terms of the tenancy must be done in writing by delivering a copy to the tenant personally or by serving a copy by mail.

A tenant may file a petition to contest any rent increase. Where a tenant was served the *RAP Notice* at the inception of a tenancy, a tenant petition must be filed within 90 days of the date of service of a rent increase notice, if the rent increase notice was also served with a *RAP Notice*. Where the tenant did not receive the correct *RAP Notice* at the inception of the tenancy, the tenant can contest all rent increases.

Capital improvement pass-through rent increases are not part of the base rent for purposes of calculating future rent increases.

The tenant testified she first received the RAP Notice in March 2015. Therefore, the tenant was served the written *RAP Notice* in March 2015, prior to the petition being filed.

The tenant testified that she received a rent increase for capital improvement passthroughs in August 2015 without a *RAP Notice*. Her rent increased from \$1,105.00 to \$1,215.00. She testified that the following year, she received a rent increase notice with a *RAP Notice* for an 8% capital improvement passthrough and a 2% CPI rent increase via e-mail and the notice was left at her door. Her rent increased from \$1,215.00 to \$1,337.05. The tenant received a \$122.05 rent increase and started paying the monthly rent increase on October 1, 2016.

¹⁰ O.M.C. § 8.22.060 (A).

¹¹ O.M.C. § 8.22.070 (H)(1)(A).

Neither rent increases were lawful. In 2015, the rent increase did not accompany a *RAP Notice* and, in 2016, the rent increase was improperly served and exceeded 10%. ¹²

On May 24, 2018, the tenant received an e-mailed rent increase notice wherein the rent increased \$118.37. This 2018 rent increase is most because the owners withdrew this rent increase when they wrote to the tenant on June 14, 2018, and said, "Cheri: We will waive the rent increase for one year and revisit the issue again after that."

During cross-examination, the owner claimed that when the owners wrote in the June 14, 2018 e-mail, "revisit the issue again after that," it meant that the owners were automatically reinstating the \$118.00 rent increase after one year. Again, the owner's logic is unfounded. The plain English language of "revisit the issue again after that" does not mean the owner can impose a rent increase a year later without proper notice and without service of a written rent increase notice. Just because the owner wills it, does not make it true.

Further, Judicial Notice is hereby taken of Case Number L17-0191.¹³ In the *Hearing Decision* and *Decision Summary*, the owner was ordered to serve a rent increase, together with a *RAP Notice*, and the *Decision Summary* on the tenant by mail, if the owner wishes to pass on \$118.37 in capital improvement passthroughs. The owner never followed the *Hearing Decision*'s Order.

The tenant was served with the *RAP Notice* for the first time in March 2015. And, she is challenging the rent increase served in the year 2015 and 2016. Since she filed her petition on May 1, 2023, the validity of the 2015 and 2016 rent increases is time barred because the tenant did not file her petition within 90 days of the date of service of a rent increase notice. The only remaining issue is whether the rents were reduced after a prior rent increase period for capital improvements.

A tenant may file a petition anytime to seek relief when the owner fails to reduce rent following the expiration of the amortization period for capital improvements, and any interest due on any rent overcharges from the failure to reduce rent for a capital improvement. ¹⁴ The reimbursement of capital expenses from the tenant must be discontinued at the end of the amortization period. ¹⁵ Before February 1, 2017, all capital improvement pass-throughs were subject to a 60-month amortization period and must be discontinued at the end of the 60-month period. ¹⁶ In addition, an administrative citation ¹⁷ may be issued when the owner fails to remove a

^{12 10%} of the then \$1,105.00 base rent is \$110.50. In 2016, the parties erroneously used \$1,215.00 as the base rent. Even if the owners assumed the base rent was \$1,215.00, 10% of \$1,215.00 is \$121.50. However, the tenant received a \$122.05 rent increase. In addition, a 2% CPI rent increase of the then \$1,105.00 base rent is \$22.10; the capital improvement passthrough is the remaining \$99.95 (\$99.95 + \$22.10 = \$122.05).

¹³ Campbell v. Tenants, Case Number L17-0191, Hearing Decision Dated April 26, 2018.

¹⁴ O.M.C. § 8.22.070 (C) and Regulations §§ 10.2.5 and 8.22.070 (C)(a)(5) and 8.22.110 (F)(5).

¹⁵ Regulations § 8.22.070 (C)(a)(3)(2). "The dollar amount of the rent increase justified by Capital Improvements shall be removed from the allowable rent at the end of the amortization period."

¹⁶ Regulations: Former Appendix A. Effective January 9, 2015, the Regulations set the amortization period to five (5) years or sixty (60) months, until January 17, 2017, when the Regulations adopted an amortization schedule. ¹⁷ Regulations § 8.22.150 (A)(1).

capital improvement rent increase on the first month following the end of the amortization period. 18

The \$110.00 rent increase which went into effect on October 1, 2015 based on capital improvement pass-throughs expired on October 1, 2020. Any \$110.00 monthly capital improvement pass-through included in the tenant's rent after October 1, 2020, is invalid.

The \$99.95 rent increase which went into effect on October 1, 2016 based on capital improvement pass-throughs expired on October 1, 2021. Any \$99.95 monthly capital improvement pass-through included in the tenant's rent after October 1, 2021, is invalid.

As of October 1, 2015, the tenant's base rent \$1,105.00. As of October 1, 2016, the tenant's base rent was increased by 2%, resulting in a base rent of \$1,127.10. Because the tenant was never properly served with a written rent increase notice after October 1, 2016, the tenant's base rent remains \$1,127.10.

The owner contends that the owners lawfully passed on rent increases because statements were e-mailed to the tenant explaining how the rent increases were structured even though the owner never served a lawful written rent increase to the tenant. The August and September 2020 e-mails the owner asked Ms. Brooks to read into the record are irrelevant - e-mails are not valid rent increases. In addition, the owner is also prevented from introducing any evidence as the basis for this decision due to the late filing of her response.

Ms. Campbell insisted that the owners intended and therefore did pass on rent increases for "each year" by incrementally adjusting the base rent and lowering capital improvements portion of the rent each year. However, Ms. Brooks credibly and repeatedly testified that she was never served personally or received by mail any written rent increase notices after 2015. It is as if the owners expected Ms. Brooks to telepathically know that her base rent was increasing incrementally with each passing year.

Because the tenants paid the invalid rent increases, the tenants are entitled to restitution for overpayment of rent. See Rent Overpayment Chart attached as Exhibit 1.

The only type of rent overpayment where the Regulations have reserved the tenant's right to recover interest is when an owner fails to reduce a capital improvement rent increase. ¹⁹ The tenant may seek interest due on any rent overcharges from the failure to reduce rent for a capital improvement. ²⁰ In 2023, the Regulations were further amended to specify that Hearing Decisions where there are rent overpayments based on an owner's failure to reduce rent after the expiration of the amortization period for a Capital Improvement **shall** also include a calculation of any interest that may be due. ²¹

¹⁸ Regulations § 8.22.150 (A)(2)(g).

¹⁹ O.M.C. § 8.22.070 (C) and Regulations §§ 10.2.5 and 8.22.070 (C)(1)(a)(5) and 8.22.110 (F)(5).

²⁰ Regulations § 10.2.5.

²¹ Regulations §§ 8.22.070 (C)(1)(a)(5) and 8.22.110 (F)(5).

Notice to the Property Owners: The owner is hereby advised that, if the owner fails to remove a Capital Improvement Rent increase on the first month within three (3) weeks of the mailing of this Decision, an Administrative Citation²² shall be issued against the owner, seeking a monetary penalty.

ORDER

- 1. Petition T23-0058 is granted, in part.
- 2. The base rent is \$1,127.10.
- 3. The owner has failed to remove two Capital Improvement Rent increases on the first month following the end of each amortization period.
- 4. The tenant is owed restitution in the amount of \$7,984.68 for overpaid rent. This overpayment is adjusted by a rent decrease for twelve (12) months in the amount of \$665.39 a month.²³
- 5. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to all parties.
- 6. If the owner wishes to, she can repay the restitution owed to the tenants at any time. If she does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
- 7. Capital improvement pass-through rent increases are not part of the base rent for purposes of calculating future rent increases.

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

Dated: April 17, 2024

Susan Ma

Hearing Officer

Rent Adjustment Program

VAN

²² Regulations § 8.22.150.

²³ Rent Adjustment Program Regulations § 8.22.110 (F)(4)(d).

	OVI	OVERPAID RENT	L					
!			Max					
		Monthly	Monthly	Difference				Monthly Rent
From	То	Rent paid	Rent	per month	No. Months	Sub-total	No. Months Sub-total Imputed Interest Overpayment	Overpayment
1-Oct-20	1-Sep-21	\$1,215	1,215 \$1,105.00	\$110.00	12	\$1,320.00	2.929%	\$111.75
1-0ct-21	٠.	\$1,337	1,337 \$1,127.10	\$209.95	31	\$6,508.45	3.827%	\$553.64
				ı		•		
				1				
						\$7,828.45	·	\$665.39
			Ţ	OTAL OVER	TOTAL OVERPAID RENT \$7,984.68	\$7,984.68		

		-				-
	\$1,127.10	\$7,984.68	708.48%	\$665.39		
RESTITUTION	MONTHLY RENT \$1,127.10	TOTAL TO BE REPAID TO TENANT \$7,984.68	TOTAL AS PERCENT OF MONTHLY RENT	AMORTIZED OVER 12 MO. BY REG. IS	MONTHS BY HEARING OFFICER	OR OVER IS

PROOF OF SERVICE

Case Number: T23-0058
Case Name: Brooks v. Campbell

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

Severin Campbell 1315 Stannage Avenue Berkeley, CA 94702

Tenant

Cheri Brooks 200 Frisbie Street Unit 200 Oakland, CA 94611

Tenant Representative

David Hall, Centro Legal de la Raza 3400 East 12th Street Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **April 18, 2024** in Oakland, California

eresa Brown-Morris

Oakland Rent Adjustment Program



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

For Rent Adjustment Program date stamp.	
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APPEAL

Appellant's Name Severin Campbell	X Owner □ Tenant
Property Address (Include Unit Number) 200 Frisbie Street, Oakland CA 94611	
Appellant's Mailing Address (For receipt of notices) Severin Campbell 1315 Stannage Avenue Berkeley CA 94702	Case Number T23-0058 Date of Decision appealed April 17, 2024
Name of Representative (if any) N/a	Representative's Mailing Address (For notices)

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

1) There are math/clerical errors that require the Hearing Decision to be updated.

The Hearing Officer used the wrong base rent amount when calculating restitution. The base rent as of October 2015 was \$1,123 (not \$1,105) and as of October 2016 was \$1,146 (not \$1,127).

- 2) Appealing the decision for one of the grounds below (required):
 - a) X The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board.

The Hearing Officer Decision is inconsistent with 8.22.070.C.a.(3) and 8.22.070.C.a.(5)

The Hearing Officer's April 17, 2023 Decision states that the "owner failed to remove two Capital Improvement Rent increases on the first month following the end of each amortization period". This is not correct.

The original owner submission in response to T23-0058 included detailed documentation showing that the total Capital Improvement Rent increases, implemented in 2015 and 2016, were removed when the Capital Improvement Rent increases were completed and prior to the end of the 60-month amortization period. This information was further detailed in the spreadsheet accompanying the appeal to the August 22, 2023 Administrative Decision. The Hearing Officer does not indicate in the Decision, dated April 17, 2024, if the documentation submitted with the owner's response to petition T23-0058 and with the appeal to the Administrative Decision was reviewed or considered.

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Also, as noted in the October 6, 2023 Memorandum from the Deputy City Attorney to the HRRRB, "The Ordinance and Regulations do not specify exactly how the pass-through expires at the end of the amortization period—meaning, they do not require owners to provide a particular type of notice."

b) x 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.)

The Hearing Officer Decision states that the Capital Improvement Rent increase of \$118.37, approved by the RAP Hearing Officer in response to owner petition L17-0191, is "moot because the owners withdrew this rent increase...". This is not correct.

The owners *did not* withdraw the Capital Improvement Rent increase. The tenant was never told verbally or in writing that the Capital Improvement Rent increase was withdrawn. The information provided to the tenant was that the total rent of \$1337.05, including both base rent and capital improvement pass-through, would not be increased.

The Capital Improvement Rent increase has never exceeded \$118.37 per month or extended beyond the 72-month amortization period, which was scheduled to begin on July 1, 2018, and end on June 30, 2024. The Rent Adjustment Program ordinance does not provide for the owner to give subsequent written notice after the properly served initial notice.

- 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) x 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.)

As noted above, the original owner submission in response to T23-0058 included detailed documentation showing that the total Capital Improvement Rent increases, implemented in 2015 and 2016, were removed when the Capital Improvement Rent increases were completed and prior to the end of the 60-month amortization period. This information was further detailed in the spreadsheet accompanying the appeal to the August 22, 2023 Administrative Decision. The Hearing Officer does not indicate in the Decision, dated April 17, 2024, if the documentation submitted with the owner's response to petition T23-0058 and with the appeal to the Administrative Decision was reviewed or considered.

f) x I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.

The Hearing Officer determined that the property owner response to T23-0058 was not timely. Our response was timely. On May 3, 2023, we received from the tenant the petition form downloaded from the Rent Adjustment Program (RAP) website. We served a copy of the owner response to the tenant and tenant representative by US Mail on May 4, 2023. The owner response included the Proof of Service statement (Attachment I).

- g)
 \[
 \text{The decision denies the Owner a fair return on the Owner's investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)}\]
- h) \Box Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

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.*

• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed.•

I served a copy of: Appeal to April 17, 2024 Hearing Office Decision And Additional Documents (1. Memorandum to HRRRB); 2. May 4, 2023 Proof of Service; 3. Rent Payment Details) and 7 attached pages to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (*check* one):

a. First-Class 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.

<u>Name</u>	David Hall
<u>Address</u>	Centro Legal de la Raza
	3400 E. 12th Street
City. State Zip	Oakland, CA 94601
Email Address	dhall@centrolegal.org
<u>Name</u>	Cheri Brooks
Address	200 Frisbie Street
City. State Zip	Oakland CA 94611
Email Address	Qkcam45@att.net

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 $\frac{4}{26}$

Severin Campbell	
PRINT YOUR NAME	
Sa	April 26,2024
SIGNATURE	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.

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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 30 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 35 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 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.

Revised February 29, 2024 000096

To: Members, Housing, Residential & Relocation Board

From: Severin Campbell

Date: April 26, 2024

We are appealing the Hearing Officer's Decision regarding T23-0058, dated April 17, 2024. Our appeal is based on the following:

1. The Hearing Officer determined that the property owner response to T23-0058 was not timely. Our response was timely. On May 3, 2023, we received from the tenant the petition form downloaded from the Rent Adjustment Program (RAP) website. We served a copy of the owner response to the tenant and tenant representative by US Mail on May 4, 2023. The owner response included the Proof of Service statement (Attachment II).

On May 10, 2023, we requested from the tenant and tenant representative the petition number. Neither replied to our request.

We did not receive notice from the Rent Adjustment Program confirming that the petition had been filed until June 24, 2023. We uploaded the owner response to T23-0058 to the RAP website on June 27, 2023.

The Hearing Officer did not state in the August 22, 2023 Administrative Decision that the owner response to T23-0058 was not timely. The first time that the Hearing Officer informed us that the owner response was considered to not be timely was in the hearing conducted on February 6, 2024.

As a result of the Hearing Officer initially issuing the August 22, 2023 Administrative Decision without conducting a hearing and determining in the February 6, 2024 hearing that the owner response was not timely, we have been improperly denied the opportunity to present evidence in an impartial hearing.

2. The Hearing Officer's April 17, 2023 Decision states that the "owner failed to remove two Capital Improvement Rent increases on the first month following the end of each amortization period".

The original owner submission in response to T23-0058 included detailed documentation showing that the total Capital Improvement Rent increases, implemented in 2015 and 2016, were removed when the Capital Improvement Rent increases were completed and prior to the end of the 60-month amortization period. This information was further detailed in the spreadsheet accompanying the appeal to the August 22, 2023 Administrative Decision. The Hearing Officer does not indicate in the Decision, dated April 17, 2024, if the documentation submitted with the owner's response to petition T23-0058 and with the appeal to the Administrative Decision was reviewed or considered.

Also, as noted in the October 6, 2023 Memorandum from the Deputy City Attorney to the HRRRB, "The Ordinance and Regulations do not specify exactly how the pass-through expires at the end of the amortization period—meaning, they do not require owners to provide a particular type of notice."

3. The Hearing Officer Decision states that the Capital Improvement Rent increase of \$118.37, approved by the RAP Hearing Officer in response to owner petition L17-0191, is "moot because the owners withdrew this rent increase...". This is not correct.

The owners *did not* withdraw the Capital Improvement Rent increase. The tenant was never told verbally or in writing that the Capital Improvement Rent increase was withdrawn. The information provided to the tenant was that the total rent of \$1337.05, including both base rent and capital improvement pass-through, would not be increased.

The Capital Improvement Rent increase has never exceeded \$118.37 per month or extended beyond the 72-month amortization period, which was scheduled to begin on July 1, 2018, and end on June 30, 2024. The Rent Adjustment Program ordinance does not provide for the owner to give additional written notice after the properly served initial notice.

We do not agree that the base rent as of October 2016 is \$1,127.10 per month and that we owe restitution of \$7,984.68.

We consider our actions to be consistent with the Rent Adjustment Program. However, we understand that, although we did not increase the tenant's total rent, the HRRRB could reasonably consider that we should have provided annual rent notices that we were increasing the base rent by the allowed CPI and decreasing the Capital Improvement Rent below the allowable amount. Attachment III is a spreadsheet detailing total rent payments (including base rent as of October 2016 and total allowed Capital Improvement Rent increases) from October 2015 through June 2024.

Capital Improvement Costs 2015 Sewer Lateral Roof	6,900 9,794 16,694			
70% Capital Improvement Pass Through Information submitted with Petition L17-0191	11,686			
Capital Improvement Costs 2016				
Alley Electric	7,900			
Bouchard Sesimic	20,036			
	27,936			
70% Capital Improvement Pass Through	19,555			
Information submitted with Petition L17-0191				
Rent Adjustment Board -Capital Improvement Co Structural upgrade Stucco and paint Gutters & downspouts 70% Capital Improvement Pass Through Information submitted with Petition L17-0191	30,125 15,900 2,675 48,700 34,090			
Total	93,330			
70% Capital Improvement Pass Through	65,331			
2015 Pass Through 2016 Pass Through	Start Date Oct-15 Oct-16	Unit 200 2,935 4,458	Months 31 45	End Date May-18 Jun-20
RAP - L17-0191	Jul-18	8,523	72	Jun-24
Total		15,916		

Page 1 000099

Capital

D 4 D 6 D 1		20	015 Capital	2016	Pass	Subtotal	Total		
RAP CPI	Data	Dana Dana		Capital Pass	_	Capital Pass	Actual	Allowed	Actual >
Increase	Date Prior	1,105.00	Through	Inrougn	(L17-0191)	Through	Rent	Allowed	Allowed
1 70/	10/01/15	1,103.00	01 72			91.72	1 215 51	1 215 51	
1.7%	11/01/15	1,123.79	91.72 91.72			91.72	1,215.51 1,215.51	1,215.51 1,215.51	
	12/01/15	1,123.79	91.72			91.72	1,215.51	1,215.51	
	01/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	02/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	03/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	04/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	05/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	06/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	07/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	08/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	09/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
2%	10/01/16	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	11/01/16	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	12/01/16	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	01/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	02/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	03/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	04/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	05/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	06/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	07/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	08/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	09/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	10/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	11/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	12/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	01/01/18	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	02/01/18	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	03/01/18	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	04/01/18	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	05/01/18	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	06/01/18	1,146.26		99.07		99.07	1,337.05	1,245.33	(91.72)
	07/01/18	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	08/01/18	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	09/01/18	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	10/01/18	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	11/01/18	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	12/01/18 01/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	01/01/19 02/01/19	1,146.26 1,146.26		99.07 99.07	118.37 118.37	217.44 217.44	1,337.05 1,337.05	1,363.70 1,363.70	
	03/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	04/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	05/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	06/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	07/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	08/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	09/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	10/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	11/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	12/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	01/01/20	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	02/01/20	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	

2 000100

					Capital				
		20	015 Capital	2016	Pass	Subtotal	Total		
RAP CPI			Pass (Capital Pass	Through	Capital Pass	Actual		Actual >
Increase	Date	Base Rent	Through	Through	(L17-0191)	Through	Rent	Allowed	Allowed
	03/01/20	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	04/01/20	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	05/01/20	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	06/01/20	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	07/01/20	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	08/01/20	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	09/01/20	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	10/01/20	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	11/01/20	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	12/01/20	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	01/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	02/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	03/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	04/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	05/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	06/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	07/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	08/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	09/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	10/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	11/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	12/01/21	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	01/01/22	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	02/01/22	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	03/01/22	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	04/01/22	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	05/01/22	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	06/01/22	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	07/01/22	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	08/01/22	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	09/01/22	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	10/01/22	1,146.26 1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	11/01/22 12/01/22	1,146.26			118.37 118.37	118.37 118.37	1,337.05 1,337.05	1,264.63 1,264.63	(72.42) (72.42)
	01/01/23								
	02/01/23	1,146.26 1,146.26			118.37 118.37	118.37 118.37	1,337.05 1,337.05	1,264.63 1,264.63	(72.42) (72.42)
	03/01/23	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	04/01/23	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	05/01/23	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	06/01/23	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	07/01/23	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	08/01/23	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	09/01/23	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	10/01/23	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	11/01/23	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	12/01/23	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	01/01/24	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	02/01/24	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	03/01/24	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	04/01/24	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	05/01/24	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
	06/01/24	1,146.26			118.37	118.37	1,337.05	1,264.63	(72.42)
Total C	apital Improven	nent Rent	2,935.04	4,458.15	8,522.64				(3,567.85)

2 000101



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

PROOF OF SERVICE

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

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

On the following d	ate:04/_26/ <u>2024</u> _ I served a copy of <i>(check all that apply)</i> :				
	PERTY OWNER RESPONSE TO TENANT PETITION plus attached pages er of pages attached to Response not counting the Response form or PROOF OF ICE)				
⊠ Othe	er: Appeal to April 17 2024 Hearin Officer Decision and 7 attached pages				
by the following m	eans (check one):				
the per	ed States Mail. I enclosed the document(s) in a sealed envelope or package addressed to rson(s) listed below and at the address(es) below and deposited the sealed envelope with the States Postal Service, with the postage fully prepaid.				
listed	bnal Service. I personally delivered the document(s) to the person(s) at the address(es) below or I left the document(s) at the address(es) with some person not younger than ars of age. VED:				
Name	Cheri Brooks				
Address	200 Frisbie Street				
City, State, Zip	Oakland, CA 94611				
Name	David Hall, Centro Legal de la Raza				
Address	3400 East 12th Street				
City, State, Zip	Oakland, CA 94601				

I declare under penalty of perjury under the laws of the correct.	State of California that the foregoing is true and
Severin Campbell	
PRINTED NAME	
Sen	
	April 26,2024
SIGNATURE	DATE

Page 2 of 2

Proof of Service

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:

Activity Date

Petition Filed(Owner) December 7, 2022

Notice of Incomplete Petition December 21, 2022

Owner Resubmission January 11, 2023

Hearing Decision Mailed August 10, 2023

Appeal Filed August 24, 2023

Appeal Hearing October 26, 2023

Appeal Decision November 16, 2023

Owner Resubmission January 22, 2024

Remand Hearing Decision May 3, 2024

Appeal Filed May 22, 2024



LAZ-0045 MF/AS

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

PROPERTY OWNER PETITION

RECEWED

DEC -7 2022

HENT ADJUSTMENT PROGRAM OAKLAND

Property Address:

Case:

Date Filed:

12-07-2022

PARTIES

Party

Name Address

Address

Mailing Address

Party

Name Address

Address

Mailing Address

Party

Name Address

Address

Mailing Address

Party

Name **Address**

Address

Mailing Address

Owner

Abby Sukarto 2000 Broadway St

468 DOUGLAS AV

Petition: 16286

#813

San Francisco, 94115

2000 Broadway St

#813

San Francisco, 94115 (310) 808-7753

abby_sukarto@yahoo.com

Tenant

Salvador Maldonado 474 DOUGLAS AV Oakland, CA 94603

(510) 467-8495

Tenant

Alejandro Reyes 468 DOUGLAS AV

Oakland, CA 94603

(510) 695-4875

reyes.alex35@gmail.com

Tenant

Marcos Rios Valdez 472 DOUGLAS AV

Oakland, CA 94603

(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

Property Address:

468 DOUGLAS AV

Case:

Petition: 16286

Date Filed:

12-07-2022

Date on which you acquired the building

02-11-2021

Type of units

Apartment, Room or Live-work

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?

No

On what date was the RAP Notice first given?

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.)

Yes

Oakland Business License number

00238885

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.

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 Yes staff mediator.



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	Suka	rto
------	------	-----

12/7/2022

Signature

Date

CITY OF OAKLAND



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

Housing and Community Development Department Rent Adjustment Program

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

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	☑/
Proof of payment of the RAP Fee	ď
Evidence that the RAP Notice was provided to all	
tenants affected by petition	
Petition was not completed or signed under oath	
For a rent increase; organized documentation	
showing the justification and detailing the	₹ .
calculations. See instructions attached.	
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	

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 <u>ASilveira@oaklandca.gov</u> and the telephone number is (510) 631-6958.

Dated: December 20, 2022

Ava Silveira, Analyst Rent Adjustment Program

Increased Housing Service Costs	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.	Complete Worksheet Bion page 5 of this petition. Attach documentation of Attal. Income and expenses related to the subject property for the two most recent consecutive years (including all information requested by Worksheet B). Documentation of all expenses is required, not solely for expenses that have increased. Bloourientations hould be organized by category and year. Note: Expenses do not include intriduce payments or property taxes.
A FAIR STATE OF THE STATE OF TH	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.	Complete Worksiteet Contipage of this patition. Attach organized documentation of gross income (including total of gross rents lawfully collectable from property at 100% occupancy, plus any other consideration received or receivable) antigross costs (e.g., property taxes housing service costs, and amortized cost of capital improvements) for the subject property for the full rent and base year (2014). If intormation about 2014 is not available the Hearing Office, may altitionize use of a different year if good cause is shown. Note: Costs do not include mortgage expenses.
El Bajaking	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.	Increase would not exceed 3x the current CRI or the amount permitted by Oakland law (whichever is lower); or constitute an overall increase of ≥30% over the past 5 years Complete Worksheet D on page 7 of this patition Attach documentation of tenant's rental history including proof of current rent amount and all other information requested by Worksheet D.
Cooligani(s)	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.	✓ Total number of occupants has increased above the base occupancy level as defined by O.M.C. § 8.22/020. ✓ Additional occupant(s) not exempted from increase due to relationship with existing tenant/occupant. ✓ I Attach documentation demonstrating base occupancy level and the addition of non-exempt occupant(s).
Tenant Not Residing in Univas Principal Residence	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.	Attach evidence showing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed.

WORKSHEET C: FAIR REGURN

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.

	From: to (mm/dd/yy) (mm/dd/yy)	LAST YEAR From to
	(mm/dd/yy) (mm/dd/yy)	(mm/cd/xx) (mm/dd/xx)
		Fig. 5.
Rents	\$	\$
Parking	\$	\$
Laundry	\$	\$
Other:	\$	\$
Imputed rent if any unit owner/manager-occupied	\$	\$
Imputed rent if any unit not rented to capacity	\$	\$
Total:	\$	3
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:	\$	\$



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

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) <u>Complete</u> a **TENANT RESPONSE** form found on the RAP website. (<u>https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program</u>)
 - 2) <u>Serve a copy</u> of your **TENANT RESPONSE** form on the owner (or the owner's representative) by mail or personal delivery.
 - 3) <u>Complete</u> 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) <u>Submit</u> 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.

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



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (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 You 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 d	ate:/			
pages	PERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE plus attached (number of pages attached to Petition not counting the Petition form, NOTICE TO NOTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)			
☐ NOTI	CE TO TENANTS OF PROPERTY OWNER PETITION			
Other				
to the with t Perso	d States Mail. I enclosed the document(s) in a sealed envelope or package addressed person(s) listed below and at the address(es) below and deposited the sealed envelope he United States Postal Service, with the postage fully prepaid. Deposite of the personally delivered the document(s) to the person(s) at the lass(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) SERV	/ED:			
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 p correct.	enalty of perjury under the laws of the s	State of California that the foregoing is true and	
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

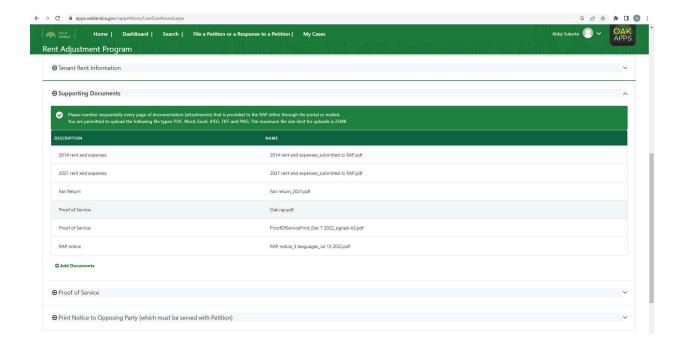
Abby Sukarto 2000 Broadway St #813 San Francisco, CA 94115

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



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



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. 8.22.609).
- The owner <u>for is</u> 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 <u>NA</u>.

	limitation, the rent in effect when the prior tenant vacated was
	TENANTS' SMOKING POLICY DISCLOSURE
	Smoking (circle one) IS of IS NO permitted in Unit 400 the unit you intend to rent.
-	Smoking (circle one) IS of 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 and designated outdoor smoking area. It is located at
	I received a copy of this notice on \(\frac{\frac{1}{12022}}{\text{(Poto)}}\)
	(Date) (Tenant's signature)

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

CIUDAD DE OAKLAND

PROGRAMA DE AJUSTES EN EL ALQUILER

250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243 (510) 238-3721

CA Relay Service 711 www.oaklandca.gov/RAP



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 alguiler 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)
- no tiene permitido establecer el alquiler inicial de esta unidad sin El propietario tiene 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 NA

INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

Fumar (encierre en un círculo) ESTÁ (NO ESTÁ ermitido en la Unidad 48) Poy (as A

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



usted pretende alquilar.

Fumar (encierre en un círculo) ESTA o NO ESTA 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

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.

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



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辩,(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)。

針對租客的吸煙政策聲明

- 住房單位 40 WWW (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

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本建築物「有」或(沒有」指定的	勺戶外吸煙區 (圈建	墨一項)・該吸煙區位於	NA	5
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.

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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limitation, the rent in effect when the prior tenant vacated was
TENANTS' SMOKING POLICY DISCLOSURE
Smoking (circle one) IS or SNO permitted in Unit 472 10 4 11 The unit you intend to rent.
Smoking (circle one) IS on S 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 NA
I received a copy of this notice on $7(3)2022$
(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.

CIUDAD DE OAKLAND

PROGRAMA DE AJUSTES EN EL ALQUILER

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



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 NIB vivienda era de

INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

Fumar (encierre en un círculo) ESTÁ NO ESTÁ permitido en la Unidad 472 Douglas

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 CITY

CITY OF OAKLAND

www.oaklandca.gov/RAP

usted pretende alquilar.

Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en otras unidades de su edificio. (Si hay disponibilidad de ambas unidades, para fumadores y no fumadores, en el edificio del inquilino, adjunte una lista de las unidades en donde se permite fumar).

(Encierre en un círculo) HAY 6 NO HAY un área designada al aire libre para fumar. Se encuentra en No HAY (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.

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



住字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辩,(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)。

針對租客的吸煙政策聲明

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



屋崙 (奧克蘭) 市政府

租金調整分部

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



www.oaklandca.gov/RAP

I	本建築物「有」或「沒有」指定的戶外吸煙區(圈	園選一項)・該吸煙區位於 _ N A	•
	我於	-	
	(日期)	(租客簽名)	

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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



NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

	TENANTS' SMOKING POLICY DISCLOSURE
	Smoking (circle one) IS or SNOP permitted in Unit 414 Way the unit you intend to rent.
	Smoking (circle one) IS of 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.)
•	units exist in tenant's building, attach a list of units in which smoking is permitted.) There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at
	I received a copy of this notice on $\frac{7(13)2022}{(Date)}$ (Tenant's signature)

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CIUDAD DE OAKLAND PROGRAMA DE AJUSTES EN EL ALQUILER

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- 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 ____ \(\lambda \) ______.

INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

Fumar (encierre en un círculo) ESTÁ NO ESTÁ permitido en la Unidad 474 1009 (las, 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

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	usted pretende alquilar.				
ø	Fumar (encierre en un círculo) ESTÁ d	NO ESTA permitido en o	tras unidades de su edificio. (Si hay		
	disponibilidad de ambas unidades, para	fumadores y no fumadore	es, en el edificio del inquilino, adjunte una		
	lista de las unidades en donde se permi	te fumar).			
•	(Encierre en un círculo) HAY o NO HAY un área designada al aire libre para fumar. Se encuentra en				
	Recibí una copia de este aviso el _	4/3/2022			
	•	(Fecha)	(Firma del inquilino)		
		Notice Co. Automotive Co. Co.			

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屋崙 (奥克蘭) 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



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辩,(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。
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- 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。
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針對租客的吸煙政策聲明

- 住房單位 (14) (20
- 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



В	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 13/2022 收到本通知書		
	(日期)	(租客簽名)	

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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



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. 8.22.609).
- 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 of IS NOD permitted in Unit
80	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.)
ш	There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at
	I received a copy of this notice on 7(3/2022
	(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.

2014 rent

Uı	nit		468			472			474	
			%	Banked		%	Banked		%	Banked
Year	% CPI	Rent	increase	CPI	Rent	increase	CPI	Rent	increase	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
<mark>2014</mark>	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



TENANT ESTOPPEL CERTIFICATE

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

Tenant: Alexandro	Reyes			
Premises: 468 Douglas Ave, Oa	kland, CA 94603-2908			
To whom it may concern: The und	in the Tanant of th	e above premises and m	akes the following rep	presentations:
To whom it may concern: The und	ersigned is the Tenant of the	c above premiess and m		Received 1 Page
 LEASE TERMS: A. (If checked) A copy of the copy of	he I ease is attached hereto	D .		
B. Date of the Lease:	200X			Buyer Date
C. Name of the current Land	ord: Terry Bro	jwn		Boyer Date
D Name of the current Tena		وع ا		
E. Current monthly base rent	\$ 750	paid through:		
F. Security deposit: \$ 600)	Other	r deposits: \$	
 G. Expiration date of current 	term: NCNL			
	Ondring Connect 2 Cu	to ac The ho	USE	
H. Number and Location of F	tarana Spaces. 5 510	DOENT THE THE	ODL	
I. Number and Location of S	e: Water: I andlord	Tenant: Electric: Lan	dlord XTenant; Gas:	: Landlord Tenant; Waste Disposal
M and ord Tenant: Ga	rdener: I andlord Ter	nant: Sewer: Landlord	Tenant; Other:	Landlord Tenant
Other:	Landlord Te	nant.		- N- N-
K. Who owns appliances:	Stove: Landlord Te	enant: Refrigerator:	Landlord Tenant;	Washer/Dryer: Landlord Tenant;
Microwave: Landlord	Tenant; Other:	Soiler XLan	dlord Tenant.	a accompat between Tenant and Landlore
The Tenant represents that the	ne original Lease remains in	n full force and effect and	d constitutes the entire	e agreement between Tenant and Landlord
except for the following modif	ications, amendments, add	lendums, assignments, e	extensions, and/or pre-	ferential rights or options to purchase/lease
defenses, off-sets or counterc i. Tenant has not been giver	der the Lease have been flaims to the payment of ren any free rent, partial re	fully performed and Land at or other amounts due fro ent, rebates, rent abate	ements, or rent con-	okruptcy laws or similar state laws.
 Tenant represents that Tenant Lease; and (c) has not receive The correct address for notice The person signing below rep 	at: (a) is not in default of the ed any notice of default und is to Tenant is the Premises resents that he/she is duly a a lender may make a loan s	ler the Lease, which has r s above unless otherwise authorized by Tenant to e secured in whole or part b o) a buver may accuire the	shown below. shown below. execute this Statement by the Premises, and the Premises or the built	, (-/
2 12/02/20	Aleyandre	\mathcal{D}		
Date: PIC LUGA	Transitejanak) herres		
	renant	and the second second		
	Tenant A	rate and the same		
	renant ji			
	Ву	THE RESERVE OF THE SECOND	Title	
	DocuBigued by:		Jere Brown 12/7/2020 3:28 PM EST	
Baraille Asknowledged	Landlord or Manager			
Receipt Acknowledged	Landiord of Manager			
Date:	Ву	new and the second	Title	
	0			
	/ DEAL TODOS :		V THE CALIFORNIA 400	SOCIATION OF REALTORS®

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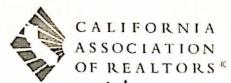
TEC REVISED 4/11 (PAGE 1 OF 1)

TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)



468 Douglas Ave





TENANT ESTOPPEL CERTIFICATE

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

rena Prem	nt: Navco	5 RIOS Va	ldez 472 Dougla	a Aue	
				7/00	
o wi	nom it may concern: The under	ersigned is the Tenant of the a	above premises and makes the fo	ollowing representations:	
	. (If checked) A copy of the	ne Lease is attached hereto.		Received 1 Page	
В	Date of the Lease:			Buyer Date	
-	Name of the current Landlo			Buyer Date	
	Name of the current Tenant. Current monthly base rent:		noid through		
Ē	Security deposit: \$	50A	, paid through: Other deposits:	¢	
C	Expiration date of current to	erm:	Other deposits.	3	
ŀ	I. Number and Location of Pa	arking Spaces: 7			K.
T.	Number and Location of St	orage Spaces:			
			nant; Electric: Landlord UT nt; Sewer: Landlord Tenant nt. nt; Refrigerator: Landlord		
	Microwave: Landiord	Tenant; Other:	Landlord Te	enant	
. Т	he Tenant represents that the	e original Lease remains in fi	ull force and effect and constitute	es the entire agreement bet	ween Tenant and Landlord
e	scept for the following modific	cations, amendments, adden	dums, assignments, extensions,	, and/or preferential rights or	options to purchase/lease
-					
in . Al de . Te .	accordance with the plans and obligations of Landlord und efenses, off-sets or counterclastenant has not been given enant has not filed and is not enant represents that Tenant ease; and (c) has not receive the correct address for notices the person signing below represent understands that: (a) and material reliance on this Est	and specifications described in the Lease have been fully aims to the payment of rent or any free rent, partial rent the subject of any filing for batter (a) is not in default of the production of the productio	ations, or additions to the Premisisthe Lease. If performed and Landlord is not rother amounts due from Tenant, rebates, rent abatements, or ankruptcy or reorganization under erformance of any obligations unthe Lease, which has not been copose unless otherwise shown beliabove unless otherwise shown beliabove unless otherwise shown beliabove in whole or part by the Premise abuyer may acquire the Premise eliance on this Estoppel Certification.	in default under any term of to Landlord under the Lease or rent concessions of any rederal bankruptcy laws or ander the Lease; (b) has not coured. low. s Statement in Tenant's behanises, and that if Lender does or the building in which the	of the Lease. Tenant has need with the kind, except as follows similar state laws. If the son, Lender's action will be
		and the second section of the section of the second section of the section of the second section of the section of th			
		Tenant			
		Ву		Title	
		ben Brown	12/7/2020 3:		Jere Brown
Rec	eipt Acknowledged	Landlord or Manager	2,7,660 ().	F = F	= 8
Date	SAS JANGOWENER	Ву		Title	

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Rosa Sifuentez

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TEC REVISED 4/11 (PAGE 1 OF 1)

TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)

Phone: (415)350-7232 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com Self, 2142 Buena Vista Ave Alameda, CA 94501





TENANT ESTOPPEL CERTIFICATE

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

Tenan	t: Salvador ses: 368 Douglas Avo. Oct	Maldona de	74 Douglas Hue	Oakland CH 94603	
T TOTAL			720 7 121 2 1710	Canalon te con 100	
To wh	om it may concern: The under	rsigned is the Tenant of the abov	e premises and makes the follo	owing representations:	
1. LE	ASE TERMS:			Received 1 Page	
	(If checked) A copy of the	e Lease is attached hereto.		Buyer Date	
	Date of the Lease:				_
	Name of the current Landlo	rd:	7	Buyer Date	_
	Name of the current Tenant		derado		_
	Current monthly base rent:		, paid through:		_
	Security deposit: \$		Other deposits: \$_		
G.	Expiration date of current te	rm:			_
H.	Number and Location of Pa	rking Spaces: 2			
I.	Number and Location of Sto	orage Spaces:			
	Landlord Tenant; Gard	dener: Landlord Tenant; Se	ewer: Landlord Tenant; O	ant; Gas: Landlord + Tenant; Waste Dispo ther: Landlord Ten	ant;
K.	Who owns appliances: St	ove: Landlord Tenant; Tenant; Other: Floor Ipa	Refrigerator: Landlord	Henant; Washer/Dryer: ☐ Landlord ☐ Hena	int;
2 Th	e Tenant represents that the	original Lease remains in full for	arce and effect and constitutes	the entire agreement between Tenant and Land	ord.
exi	cept for the following modific	ations amendments addendum	is assignments extensions ar	nd/or preferential rights or options to purchase/le	ase
U.A.	sept for the fellowing means	anono, amenamento, addendan	io, coolgimionto, exterioreno, ex	. See Freeze . See	
-					
The	ere are no verbal or written a	greements or understandings he	tween Landlord and Tenant wit	h respect to the Premises, except as set forth abo	ove.
3. Ter	and is the actual occupant a	nd is in possession of the Lease	d Premises Tenant has not as	signed, transferred or hypothecated its interest u	nde
the	Lesse Any construction bu	ild-out improvements alteration	e or additions to the Premises	required under the Lease have been fully comp	eter
ine	coordance with the plans an	d specifications described in the	Lesee	required dilaci the Eddoo have been land comp	
in a	accordance with the plans and	specifications described in the	formed and I andlerd is not in	default under any term of the Lease. Tenant ha	s no
a. All	obligations of Landlord under	ims to the payment of rent or oth	or amounts due from Tenant to	Landlord under the Lease	5 110
det	enses, off-sets or countercial	ms to the payment or rent or our	bates rept abatements or	rent concessions of any kind, except as followed	ows
o. rei	nant has not been given	any nee tent, partial tent, re	bales, lent abatements, or i	cit concessions of any kind, except so los	••••
_					
6. Te	nant has not filed and is not t	he subject of any filing for bankri	uptcy or reorganization under fe	deral bankruptcy laws or similar state laws.	
7. Te	nant represents that Tenant:	(a) is not in default of the perfor	mance of any obligations unde	r the Lease; (b) has not committed any breach o	f the
Le	ase: and (c) has not received	any notice of default under the l	ease, which has not been cure	d.	
8 Th	e correct address for notices	to Tenant is the Premises above	unless otherwise shown below		
9 Th	e person signing below repre	sents that he/she is duly authorize	zed by Tenant to execute this S	tatement in Tenant's behalf.	
10 Te	nant understands that: (a) a l	lender may make a loan secured	I in whole or part by the Premise	es, and that if Lender does so, Lender's action wi	l be
in	material reliance on this Esto	ppel Certificate; and/or (b) a buy	er may acquire the Premises o	r the building in which the Premises is located, a	nd if
bu	yer completes the purchase,	buyer will do so in material relian	ice on this Estoppel Certificate.		
			1 . 1 /	10 R 10C	
Date:	12/03/2020	Salva dor 1	10/00 nao	lo Buralas	
Dute.	1010 0120	Tenant	() 0 /	11	
		IN via	last add VIDE	HUPYTO	
		Tenant 7 1 01	- Vagar		
		Teriant			
		-		Title	
		By		Title	
		Jen Brown	12/7/2020	3:28 PM EST Jere Brown	
Recei	pt Acknowledged	Landlord or Manager			
Date:					
		Ву		Title	

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TENANT ESTOPPEL CERTIFICATE (TEC PAGE 1 OF 1)

Self, 2142 Buena Vista Ave Alameda, CA 94501

Rosa Sifuentez

Phone: (415)350-7232

Fax: www.lwolf.com

2014 property tax

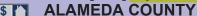
Property tax payment for 2014

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

2013-2014

INTERNET COPY

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



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	09873300	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 VOTER APPROVED DEBT SERVICE:	1.0000 %	489.79					
CITY OF OAKLAND 1 SCHOOL UNIFIED	0.1985 % 0.1780 %	97.23 87.18					
SCHOOL ONIFIED	0.1760 %	20.52					
BAY AREA RAPID TRANSIT	0.0075 %	3.67					
EAST BAY REGIONAL PARK EBMUD SPEC DIST 1	0.0078 % 0.0066 %	3.82 3.23					
LEMOS OF LO SIOT T	0.0000 /0	0.20					
TOTAL AD VALOREM TAX (AV TAX)	1.4403 %	705.44					

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

Tax Computation Worksheet					
Description	Full Valuation	x Tax Rate	= Tax Amount		
LAND IMPROVEMENTS FIXTURES TOTAL REAL PROPERTY PERSONAL PROPERTY GROSS ASSESSMENT & TAX HOMEOWNERS EXEMPTION OTHER EXEMPTION	10,751 38,228 48,979 48,979	1.4403 %	705.44		
TOTAL AD VALOREM TAX	48,979	1.4403 %	705.44		

7 ta Valoretti Tax piae opediai / tededettiette			2,110.04		
First Installment		Second Installment		To	otal Amount Due
PAID	\$ 1 058 42	PAID	\$ 1 058 42		\$ 2 116 84

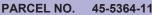
Please Read Important Messages



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

SECOND INSTALLMENT PAYMENT, 2013-2014

Ad Valorem Tax plus Special Assessments



INTERNET COPY

TRACER NO. 09873300

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

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/,

@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

FIRST INSTALLMENT PAYMENT, 2013-2014



INTERNET COPY

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

THIS AMOUNT DUE NOV 1, 2013 ==>

PAID

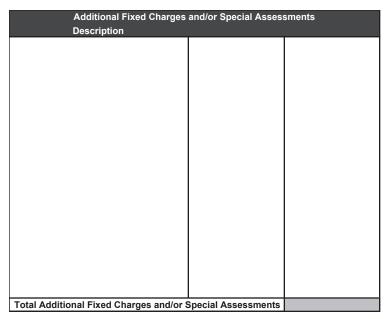
\$ 1,058.42

After DECEMBER 10, 2013 pay



(Includes delinquent penalty of 10%)

PAID NOV 5, 2013



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.
- 3. 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.
- 4. 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

INFORMATION ABOUT YOUR 2013-2014 SECURED TAX BILL

- 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.
 - (a) 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.
 - (b)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.
- 2. 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.
- 3. The Total Amount Due is payable in two installments:
 - (a) 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.
 - (b)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.
 - (c) In order to pay both installments at the same time, remit the with both installment payment stubs by DECEMBER 10, 2013.
 - (d) 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.
- 4. 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.

5. Full Value Exemption Legend:

C- Church
G- Cemetery
M- Miscellaneous
S- Public School
W- Welfare/Others
D- Welfare/Hospital
H- Homeowner
R- Religious
V- Veteran
X- 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.
- 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 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 (Public Services).

2014-2015

INTERNET COPY

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



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 VOTER APPROVED DEBT SERVICE:	1.0000 %	492.01		
CITY OF OAKLAND 1 SCHOOL UNIFIED	0.2042 % 0.1745 %	100.46		
SCHOOL UNIFIED	0.1745 %	85.86 20.27		
BAY AREA RAPID TRANSIT	0.0045 %	2.21		
EAST BAY REGIONAL PARK EBMUD SPEC DIST 1	0.0085 % 0.0047 %	4.18 2.31		
LEIMOD OF EO DIOT 1	0.0047 70	2.01		
TOTAL AD VALOREM TAX (AV TAX)	1.4376 %	707.30		

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

Tax Computation Worksheet					
Description	Full Valuation	x Tax Rate	= Tax Amount		
LAND IMPROVEMENTS FIXTURES	10,800 38,401				
TOTAL REAL PROPERTY PERSONAL PROPERTY	49,201				
GROSS ASSESSMENT & TAX HOMEOWNERS EXEMPTION OTHER EXEMPTION	49,201	1.4376 %	707.30		
TOTAL AD VALOREM TAX	49,201	1.4376 %	707.30		

First I	First Installment Second Installment Total		Total Amount Due	
PAID	\$ 1,089.98	PAID	\$ 1,089.98	\$ 2,179.96

Please Read Important Messages



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

SECOND INSTALLMENT PAYMENT, 2014-2015

Ad Valorem Tax plus Special Assessments

PARCEL NO. 45-5364-11

ΓEF

INTERNET COPY TRACER NO. 09886500

THIS AMOUNT DUE FEB 1, 2015 ==> PAID



After APRIL 10, 2015 pay

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

PAID MAR 13, 2015

2.179.96

\$ 1,089.98

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/ through June 30, 2015. 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 5:43 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

FIRST INSTALLMENT PAYMENT, 2014-2015



INTERNET COPY

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

THIS AMOUNT DUE NOV 1, 2014 ==>

PAID

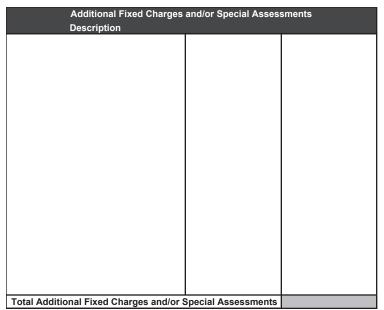
\$ 1,089.98

After DECEMBER 10, 2014 pay



(Includes delinquent penalty of 10%)

PAID NOV 26, 2014



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.
- 3. 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.
- 4. 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, 2015

Delinquent: 5 p.m., APRIL 10, 2015

Do Not Use This Stub After June 30, 2015
2nd INSTALLMENT PAYMENT CANNOT BE
ACCEPTED UNLESS 1st INSTALLMENT IS PAID

SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT

Due: NOVEMBER 1, 2014

Delinquent: 5 p.m., DECEMBER 10, 2014

INFORMATION ABOUT YOUR 2014-2015 SECURED TAX BILL

- 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.
 - (a) 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.
 - (b)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.
- 2. 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.
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C- Church D- Welfare/Hospital
G- Cemetery H- Homeowner
M- Miscellaneous R- Religious
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- 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

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

2021 rent

<u>2021 rent</u>

Rent	Unit 468	Unit 472	Unit 474
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
Total	\$8,042.75	\$8,042.75	\$8,042.75
Total 3 units	\$24,128.25		

Placer Title Company

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

File Number: Loan Number: 83372946

P-451492

Loan Amount:

\$318,750.00

Sales Price:

\$425,000.00

BUYER(S) FINAL CLOSING STATEMENT

Close Date:

2/11/2021

Disbursement Date: 2/11/2021

OAKLAND, CA 94603 (ALAMEDA)

468 DOUGLAS AVENUE

Date Prepared: 2/11/2021 1:06:19 PM

(045-5364-011)

Sale

Certified True and Correct Copy

Placer Title Company

Buyer(s):

Type:

Property:

ABBY SUKARTO, ASTRUSTEE OF THE ABBY SUKARTO TRUST DATED JANUARY

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
Deposits, Credits, Debits			
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
Prorations			
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 fo <mark>r 468 2/11/2021 to 3/1/2021 @</mark> \$750.00/Month			\$500.00
Rent Received by Seller for February fo <mark>r 472 2/11/2021 to 3/1/2021 @</mark> \$750.00/Month			\$500.00
Rent Received by Seller for February fo <mark>r 474 2/11/2021 to 3/1/2021 @</mark> \$750.00/Month			\$500.00
Security Deposit for 472			\$500.00
Security Deposit for 474			\$500.00
Security Deposit for 468			\$600.00
New Loans			
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	
Title Charges			
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 SYNRGO		\$18.00	

File Number: P-451492

Government Recording and Transfer Charges]
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	
Additional Settlement Charges		
2nd install 2020-2021 Taxes to be paid to Treasurer Tax Collector, Alameda County	\$1,479.11	
TC fee to Rainbow	\$500.00	
Totals	\$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: Highly leves
All Residents (tenants and subtenants) in possession (full name) and all others in possession of the premises located at:
(Street Address) Oatland , CA 946 03 (City) (Street Address)
You are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or, whichever is later, your monthly rent which is payable in advance on or before the
day of each month, will be the sum of \$ \frac{164.25}{160.00}, instead of \$ \frac{150.00}{160.00}, the current monthly rent. 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.
Landlord Individual Signing for Landlord Management Co. (If Applicable) 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 day of
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: Date of Mailing: 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



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www.caanet.org
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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:
(Street Address) Ave, Unit # (if applicable)
Batland, CA 94603.
You are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or \[\lambda \lambda \frac{12021}{2021} \], whichever is later, your monthly rent which is payable in advance on or before the
day of each month, will be the sum of \$ \frac{76.25}{(1.996.00)}, instead of \$ \frac{150.00}{(1.996.00)}, the current monthly rent.
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.
Landlord Individual Signing for Landlord Management Co. (If Applicable) Agent for Landlord
B 123/2621 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
day of
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: Date of Mailing:
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
Name of Declarant (Print) (Signature of Declarant)



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THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT

(Properties Exempt from AB 1482)

TO:
All Residents (tenants and subtenants) in possession (full name) and all others in possession
of the premises located at:
(Street Address) Ave, Unit # (if applicable)
Catland, CA 94603 (Zip)
You are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or
day of each month, will be the sum of \$
Except as herein provided, all other terms of your tenancy shall remain in full force and effect.
If you tail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.
Landlord Individual Signing for Landlord Management Co. (If Applicable) Agent for Landlord
Proof of Service
1. It is a state of 40 comment and designed that I amount this making of colors this is a face of the
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
day of (month), (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)
day of (month), (year), on the above-mentioned resident(s) in
day of



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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

Previous Balance 0.00

Payments 0.00

Adjustments 0.00

Current Invoice Charges 220.46

Total Account Balance Due

220.46

IMPORTANT MESSAGES

Notice to California Residents: We collect personal information in conjunction with accounts and processing of payments. You have certain rights regarding your personal information under California law. To learn more about your rights, visit wm.com/privacy or call us at 1-855-782-6445.

The WM office is temporarily closed for the safety of employees from COVID-19. For more information, please visit 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.



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	24-50271-03007
Payment Terms	Total Due	Amount
Due Upon Receipt	\$220.46	

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

065-4458229-2216-4

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 35 Gallon Cart Service	04/01/21		1.00	0.00 153.81
Total Current Charges	0 1/01/21	I		220.46

5 EASY WAYS TO PAY



Automatic Payment

Set up recurring payments with us at 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 or our WM mobile app for a quick and easy payment.

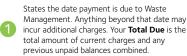


Payable 24/7 using our automated system at 866-964-2729.



Write it, stuff it, stamp it, mail it. Envelope provided.





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.

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

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 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.



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

157.08

IMPORTANT MESSAGES

Notice to California Residents: We collect personal information in conjunction with accounts and processing of payments. You have certain rights regarding your personal information under California law. To learn more about your rights, visit wm.com/privacy or call us at 1-855-782-6445.

The WM office is temporarily closed for the safety of employees from COVID-19. For more information, please visit 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.



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	24-50271-03007
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

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

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



065-4458229-2216-4



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
Total Current Charges				157.08

5 EASY WAYS TO PAY



Automatic Payment

Set up recurring payments with us at 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 or our WM mobile app for a quick and easy payment.

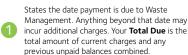


Payable 24/7 using our automated system at 866-964-2729.



Write it, stuff it, stamp it, mail it. Envelope provided.





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.

Previous balance is the total due from your

Service location details the total current charges of this invoice.



Date Valid

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

CHECK HE	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							

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 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.



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

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

157.08

Payments

(157.08)

Adjustments

0.00

Current Invoice Charges

157.08

Total Account Balance Due

157.08

IMPORTANT MESSAGES

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Manage your account and pay your bill online or on your iPhone or Android. More at wm.com/GoMobile.



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	24-50271-03007
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.

221600024502710300703712023000001570800000015708 4

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

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





DETAILS OF SERVICE

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

HOW TO READ YOUR INVOICE

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
Total Current Charges				157.08

5 EASY WAYS TO PAY



Automatic Payment

Set up recurring payments with us at 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 or our WM mobile app for a quick and easy payment.

Pay by Phone Payable 24/7 u

Payable 24/7 using our automated system at 866-964-2729.



Mail it

Write it, stuff it, stamp it, mail it. Envelope provided.





incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.

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.

Service location details the total current charges of this invoice



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

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 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.

124.73

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.

000160

2021 insurance



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

MORTGAGEE #1

LOAN NO.: 0133568212

HOMEBRIDGE FINANCIAL SERVICES

INC ISAOA ATIMA % CENLAR

PO BOX 202028

FLORENCE SC 29502-2028

000162

16

SE	CTION I COVERAGES		AMOUNT OF	ANNUAL PREMIUM
A. C. D.	DWELLING PERSONAL PROPERTY LOSS OF RENTS (1/12 PER MONTH)	\$ \$ \$	530,000 3,000 53,000	\$ 1,048.00 INCLUDED 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 G. MEDICAL PAYMENTS	\$ 300,000 EA ACCIDENT \$ 1,000 EA PERSON \$ 10,000 EA ACCIDENT		INCLUDED INCLUDED
FORMS/ENDORSEMENTS THAT AP	PLY TO LOCATION # 1	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11103 07/10 REDUCTION IN COV W 11003 03/06 DWELLING FIRE THRE 11287 02/20 REQUIRED STATE CHA 11186 02/09 OTHER STRUCTURES A	E - LANDLORD NGE - CALIFORNIA		\$ 10.00
11162 01/19 REPL COST-DWELL OR 11037 03/06 WATER BACKUP OF SE 11167 02/09 PLATINUM ENDORSEME	DINANCE/LAW WERS OR DRAINS NT		\$ 75.00 INCLUDED
11095 05/06 LANDLORD PERSONAL 4094 03/06 CERTIFICATE HOLDER		ADD'L/RETURN	INCLUDED INCLUDED
DISCOUNTS/SURCHARGES THAT A	APPLY TO LOCATION # 1	PREMIUM	PREMIÚM
AGE OF HOME CLAIMS FREE DISCOUNT 3-FAMILY SURCHARGE PLATINUM PACKAGE DISCOUNT FENANT SCREENING DISCOUNT	(C(0)PY7		\$ 20.00 \$ -7.00 \$ 104.00 \$ -139.00 \$ -14.00
	LOCATION # 1	Annual Premium	\$ 1,097.00
	LOCATION # 1 A	dditional Premium	\$ 0.00
	TOTAL ANNUA	L POLICY PREMIUM	\$ 1,097.00

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^{st} payment) = \$2,655.00

Labor (2^{nd} payment) = \$3,160.00

Materials = \$1,055.45

Total = \$6,870.45

Maintenance:

Service call (3x @\$75.00) = \$225.00

Total = \$225.00

Total repair and maintenance= \$7095.45



Date sentStatusRecipientTypeAmountApr 27, 2021CompletedBarry- Bob Taft WorkerReal-time\$2,655.00

"1st payment of the bathroom work on 468 Douglas Ave Oakland CA"

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

Mobile number 209-285-3205

Transaction number JPM585475627



Date sentStatusRecipientTypeAmountApr 28, 2021CompletedBarryReal-time\$3,160.00

"The remaining payment of bathroom work in 468 Douglas Ave, Oakland, CA"

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

Mobile number 209-285-3205

Transaction number JPM586075108



Customer Information

ABBY SUKARTO

ABBY SUKARTO

(310) 808-7753

2000 BROADWAY ST

ABBY_SUKARTO@YAHOO.COM

SAN FRANCISCO, CA 94115



Order # H0625-204213

Receipt # 0625 00097 55505

PO / Job Name douglus st oakland



Runner Name berry

Item De	escription	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 000168	\$2.98



Order # H0625-204213

Receipt # 0625 00097 55505



Item De	escription	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.

Payment Method Visa 6962 Charged \$1,055.45		Subtotal \$961.69		
		Discounts	-\$0.00	
		Sales Tax	\$93.76	
	or a chance TO WIN A \$5,000 Home Depot Gift Card. Entries must be a so f purchase. Entrants must be 18 or older to enter. No Purchase necessary.	Order Total	\$1,055.45	

User ID: GVM3 111924 111396 **Password**: 21219 111299

See complete rules on www.homedepot.com/survey





ORDER CONFIRMATION

(This is not a Bill)

PLAN NUMBER: 30479365 DATE: 02/04/2021

INITIATING AGENT: KERRI NASLUND-MONDAY COOPERATING AGENT: (Selling Agent) KELLER WILLIAMS REALTY

4937 TELEGRAPH AVE STE A OAKLAND, CA 94609-2088

510.775.1079 510.409.4966 Cell

kerri@mondayteamagents.com

OAKLAND, CA 94603-2908

COVERED PROPERTY: 468 DOUGLAS AVE ORDERED: 02/04/2021

PROPERTY TYPE: Triplex Coverage Amount

COVERAGE: Ultimate Protection w/Kitchen Refrigerator \$800.00

OPTIONAL COVERAGE: Ultimate Protection included

Kitchen Refrigerator included

Total: \$800.00

TRADE CALL FEE: \$75.00

CLOSING TONYA HAMLET FILE NUMBER: P-451492
OFFICER/ATTORNEY: DI ACED TITLE

PLACER TITLE
883 ISLAND DR STE G ESTIMATED CLOSE: 02/08/2021

ALAMEDA, CA 94502-6771 510.865.4192 ACTUAL CLOSE:

HOME SELLER: HOME BUYER: 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 <u>Just Hit Reply!</u>

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





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 PlacedService ProviderService04/05/2021 9:54 AM PST
Work Order: 6630-5044DOC'S PLUMBING
(510) 792-1584Plumbing
Faucets / Fixtures

· Status: Complete

• Detail: The Service Provider has submitted an invoice for this Work Order

 03/27/2021 2:54 PM PST
 DOC'S PLUMBING
 Plumbing

 Work Order: 6630-5044
 (510) 792-1584
 Pipe leak

• Status: Complete

Detail: ORHP considers Service Request complete

• Next Steps: Please contact ORHP if there are any questions or concerns

 03/17/2021 12:26 PM PST
 JC ELECTRICAL INC
 Electrical

 Work Order: 6625-1764
 (925) 968-5656
 Electric wiring

• Status: Complete

• Detail: The Service Provider has submitted an invoice for this Work Order

My Plan Details My Service Requests Resources Contact Us Logout Site Disclaimer ©2022 Old Republic Home Protection, Inc

2021 property tax

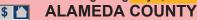
Property tax payment for 2021

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

^{*: (}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



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 VOTER APPROVED DEBT SERVICE:	1.0000 %	551.49				
COUNTY GO BOND CITY OF OAKLAND 1	0.0036 % 0.2012 %	1.98 110.96				
SCHOOL UNIFIED	0.2012 %	59.78				
SCHOOL COMM COLL BAY AREA RAPID TRANSIT	0.0452 % 0.0139 %	24.93				
EAST BAY REGIONAL PARK	0.0139 %	7.67 .77				
TOTAL AD VALOREM TAX (AV TAX)	1.3737 %	757.58				

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

Tax Computation Worksheet							
Description	Full Valuation	x Tax Rate	= Tax Amount				
LAND IMPROVEMENTS FIXTURES	12,106 43,043						
TOTAL REAL PROPERTY PERSONAL PROPERTY	55,149						
GROSS ASSESSMENT & TAX HOMEOWNERS EXEMPTION OTHER EXEMPTION	55,149	1.3737 %	757.58				
TOTAL AD VALOREM TAX	55,149	1.3737 %	757.58				

	_,,			
First Installment		Second Installment		Total Amount Due
PAID	\$ 1,479.11	PAID	\$ 1,479.11	\$ 2,958.22

Please Read Important Messages



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

SECOND INSTALLMENT PAYMENT, 2020-2021

Ad Valorem Tax plus Special Assessments

PARCEL NO. 45-5364-11

INTERNET COPY TRACER NO. 09989300

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

2 958 22

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/,

@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

FIRST INSTALLMENT PAYMENT, 2020-2021



INTERNET COPY

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

THIS AMOUNT DUE NOV 1, 2020 ==>

PAID

\$ 1,479.11

After DECEMBER 10, 2020 pay



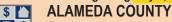
(Includes delinquent penalty of 10%)

PAID OCT 27, 2020

2020-2021

INTERNET COPY

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



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 VOTER APPROVED DEBT SERVICE	1.0000 %	1,220.51					
COUNTY GO BOND	0.0036 %	4.37					
CITY OF OAKLAND 1 SCHOOL UNIFIED	0.2012 % 0.1084 %	245.57 132.30					
SCHOOL COMM COLL	0.0452 %	55.17					
BAY AREA RAPID TRANSIT EAST BAY REGIONAL PARK	0.0139 % 0.0014 %	16.97 1.71					
TOTAL	1.3737 %	1,676.60					

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		
TOTAL	425,000	55,149		369,851		
PLUS DISCONTINUED EXISTING EXEMPTION						
GROSS ASSESSM	GROSS ASSESSMENT 369,851					

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			
TOTAL AMOUNT DUE \$1,676.60								

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/propertytax/, mobile @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.

SECOND INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

FIRST INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

PARCEL NO. INTERNET COPY TRACER NO.

45-5364-11 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

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 delinguent. In addition to the 10% delinguent 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.

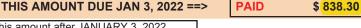
IF THIS BILL IS TO BE PAID THROUGH AN IMPOUND ACCOUNT, IT IS YOUR RESPONSIBILITY TO CONTACT YOUR LENDER TO ARRANGE FOR PAYMENT SINCE THEY MAY NOT BE AWARE OF THE BILL.





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

(510) 272-3787 (510) 272-3770



PARCEL NO.

TRACER NO.

45-5364-11

79997400

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

INTERNET COPY

PAID JAN 3, 2022

2021-2022

INTERNET COPY

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

ALAMEDA COUNTY



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	10036100	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 VOTER APPROVED DEBT SERVICE:	1.0000 %	557.20			
COUNTY GO BOND	0.0041 %	2.28			
CITY OF OAKLAND 1 SCHOOL UNIFIED	0.2011 % 0.1202 %	112.05 66.98			
SCHOOL COMM COLL	0.0407 %	22.68			
BAY AREA RAPID TRANSIT EAST BAY REGIONAL PARK	0.0060 % 0.0020 %	3.34 1.11			
ENOT BY TREGIOTALE FAIRT	0.0020 /0	1.11			
TOTAL AD VALOREM TAX (AV TAX)	1.3741 %	765.64			

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

Tax Computation Worksheet					
Description	Full Valuation	x Tax Rate	= Tax Amount		
LAND IMPROVEMENTS FIXTURES	12,231 43,489				
TOTAL REAL PROPERTY PERSONAL PROPERTY	55,720				
GROSS ASSESSMENT & TAX HOMEOWNERS EXEMPTION OTHER EXEMPTION	55,720	1.3741 %	765.64		
TOTAL AD VALOREM TAX	55,720	1.3741 %	765.64		

First I	Installment	Second Installment		Total Amount Due
PAID	\$ 1,500.83	PAID	\$ 1,500.83	\$ 3,001.66

Please Read Important Messages



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

SECOND INSTALLMENT PAYMENT, 2021-2022

Ad Valorem Tax plus Special Assessments

45-5364-11 PARCEL NO.

INTERNET COPY 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

3,001.66

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/,

@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

FIRST INSTALLMENT PAYMENT, 2021-2022



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

000176

2021-2022

INTERNET COPY

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



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 VOTER APPROVED DEBT SERVICE	1.0000 %	3,692.80			
COUNTY GO BOND	0.0041 %	_15.12			
CITY OF OAKLAND 1 SCHOOL UNIFIED	0.2011 % 0.1202 %	742.62 443.87			
SCHOOL COMM COLL	0.0407 %	150.30			
BAY AREA RAPID TRANSIT	0.0060 %	22.16			
EAST BAY REGIONAL PARK	0.0020 %	7.39			
TOTAL	1.3741 %	5,074.26			

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		
TOTAL	425,000	55,720		369,280		
PLUS DISCONTINUED EXISTING EXEMPTION						
GROSS ASSESSMENT 369,280						

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	
TOTAL AMOUNT DUE \$5,074.						

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





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/propertytax/, mobile @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.

SECOND INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB



INTERNET COPY

PARCEL NO. TRACER NO. 45-5364-11

THIS AMOUNT DUE MAY 2, 2022 ==>

79997300

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

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 delinguent. In addition to the 10% delinguent 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.



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

(510) 272-3787 (510) 272-3770



INTERNET COPY

PARCEL NO. TRACER NO. 45-5364-11

79997300

THIS AMOUNT DUE JAN 3, 2022 ==>

FIRST INSTALLMENT SECURED SUPPLEMENTAL TAX PAYMENT STUB

PAID \$ 2,537.13

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

PAID JAN 3, 2022

Placer Title Company

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

File Number: Loan Number: 83372946

P-451492

Loan Amount:

\$318,750.00

Sales Price:

\$425,000.00

BUYER(S) FINAL CLOSING STATEMENT

Close Date:

2/11/2021

Disbursement Date: 2/11/2021 Date Prepared: 2/11/2021 1:06:19 PM

OAKLAND, CA 94603 (ALAMEDA) (045-5364-011)

Sale

Certified True and Correct Copy

Placer Title Company

Buyer(s):

Type:

Property:

ABBY SUKARTO, ASTRUSTEE OF THE ABBY SUKARTO TRUST DATED JANUARY

2000 Broadway

Suite 813 San Francisco, CA 94115

468 DOUGLAS AVENUE

Lender:

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

Description	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
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
Prorations			
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
New Loans			
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	
Title Charges			
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 SYNRGO		\$18.00	

File Number: P-451492

Government Recording and Transfer Charges	J	
City Deed Tax/Stamps \$6,375.00 to City of Oakland	\$3,187.50	The state of the s
Recording fees: Deed \$17.00	\$17.00	
Mortgage \$84.00	\$84.00	
Additional Settlement Charges		
2nd install 2020-2021 Taxes to be paid to Treasurer Tax Collector, Alameda County	\$1,479.11	, may
TC fee to Rainbow	\$500.00	
Totals	\$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

abby_sukarto@yahoo.com To:

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: \$838.3 Fees: \$20.95 \$838.30 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

Receipt 3/1/22, 1:57 PM



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DEPARTMENTS

EVENTS

OFFICIALS

Find Account → Registration → Calculation → Payment → Receipt

♠ Home

P Report a Problem

A Report a P

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 sucessfully 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

3/1/2022 Submission Date Confirmation #

Account Information

00238885 Account #

Expire Date

Name

Address

(310) 808-7753 OAKLAND Phone City

468 DOUGLAS AVE

ABBY SUKARTO

12/31/2022

Summary

Input Amount 24,203.25 \$337.64 \$383.81 27,513 Enter 2021 Gross Receipts *(Enter estimated 2022 Gross Receipts if business started in Oakland in 2021)* Enter 2021 Actual Gross Receipts Tax Calculation

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

BT Recordation and Tech

BT SB1186 (AB1379)



Have a question?

\$4.00

a. Total # of units per Alameda County Records:

3 \$303.00 **\$1,032.95**

Total Due

Payment Information

Payment Amount

\$1,032.95

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Visit Oakland Oakland Museum

For Assistance

Email: 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?

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.

	BASE YEAR (2014) From: 01/01/14 to 12/31/14	From: 02/11/21 to 12/31/21
	(mm/dd/yy) (mm/dd/yy)	(mm/dd/yy) (mm/dd/yy)
INCOME		
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
EXPENSES		
Electricity/Gas	\$	\$
Garbage	\$	\$ 535
Water/Sewer	\$	\$
Insurance	\$	\$1,097
Maintenance/Repairs	\$	\$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:	\$2,761	\$16,768



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

PROOF OF SERVICE

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

- ➤ Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a <u>copy</u> 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
Response served of	of attached pages) _1, 13, 40, 16 attached pages (not counting the Petition or or the Proof of Service) to each opposing party, whose name(s) and address(es) are e of the following means (check one):
addres sealed b. De class n listed b c. Pe person	ited States mail. I enclosed the document(s) in a sealed envelope or package sed to the person(s) listed below and at the address(es) below and deposited the envelope with the United States Postal Service, with the postage fully prepaid. posited it with a commercial carrier, using a service at least as expeditious as first nail, with all postage or charges fully prepaid, addressed to each opposing party as selow. rsonal Service. (1) By Hand Delivery: I personally delivered the document(s) to the (s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with person not younger than 18 years of age.
PERSON(S) SERV	ED:
Name	Alejandro Reyes
Address	468 Douglas Ave.
Citv. State. Zip	Oakland CA 94603

City of Oakland Rent Adjustment Program Proof of Service Form 10.21.2020

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 $\frac{01/11/2023}{2023}$ (insert date served).
Abby Sukarto
PRINT YOUR NAME

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.

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.¹
- 2. 2014 Rent and Expenses
 - a. A spreadsheet prepared by the owner listing the monthly rent for each unit by year.² 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.³ 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 \$2,148.40.4
 - d. A spreadsheet prepared by the owner indicating estimated business tax license fees in the amount of 612.82 for the year 2014.⁵ 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

¹ Exhibit 1

² Exhibit 2a

³ Exhibit 2b

⁴ Exhibit 2c

⁵ Exhibit 2d

2021.6

- b. Waste Management invoices for 2021 totaling \$534.62.7 The owner testified that she was unable to obtain Waste Management invoices for 2014.
- c. Homeowner's Insurance Statement for 2021 totaling \$1,097.00.8 The owner was unable to obtain records for homeowner's insurance payments in 2014.
- d. Documentation supporting repair costs for 2021 totaling \$7,095.45.9
- e. Property Tax Statements and receipts for 2021 totaling \$7,007.82.10
- f. Business License Tax receipt for 2021 totaling \$1,032.95.11
- 4. A completed Worksheet C Fair Return. 12

⁶ Exhibit 3a

⁷ Exhibit 3b

⁸ Exhibit 3c

⁹ Exhibit 3d

¹⁰ Exhibit 3e

¹¹ Exhibit 3f

¹² 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 orfair return requirement. 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.¹⁴ 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."¹⁵

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. ¹⁶

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.¹⁷

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. 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. 19

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

¹³ O.M.C. Section 8.22.070(c)(2)(e)

¹⁴ Kavanau v. Santa Monica Rent Control Bd. (1997), 16 Cal. 4th 761, 771

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

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

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

¹⁸ Kavanau, supra, 16 Cal. 4th at p. 761

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

standard, commonly used in other jurisdictions. ²⁰ 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:²¹

- 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.

²¹ Fisher v. City of Berkeley (1984) 37 Cal. 3d 644

²⁰ 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

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 RENT ADJUSTMENT PROGRAM

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

AUG 24 2023

RENT ADJUSTMENT PROGRAM

OAKLARD

APPEAL

Annolla	nt's Name	
Appena	nt S Name	☑ Owner ☐ Tenant
Abby Su	ıkarto	M Owner P Length
468 Do 472 Do	y Address (Include Unit Number) uglas Ave, Oakland, CA 94603 uglas Ave, Oakland, CA 94603 uglas Ave, Oakland, CA 94603	
Appella	nt's Mailing Address (For receipt of notices) scow St, San Francisco, CA 94112	Case Number
		L22-0065
		Date of Decision appealed
		8/23/2023
Name of N/A	f Representative (if any)	Representative's Mailing Address (For notices) N/A
		1
ехрі	e are math/clerical errors that require the Heari lain the math/clerical errors.) aling the decision for one of the grounds below	
a)	☐ The decision is inconsistent with OMC Chadecisions of the Board. (In your explanation, your explanation or prior Board decision(s) and description.	you must identify the Ordinance section,
b)	☐ The decision is inconsistent with decision explanation, you must identify the prior inconsist inconsistent.)	
c)	☐ The decision raises a new policy issue that explanation, you must provide a detailed statem decided in your favor.)	
d)	☐ The decision violates federal, state, or local detailed statement as to what law is violated.)	al law. (In your explanation, you must provide a
e)	☐ The decision is not supported by substant explain why the decision is not supported by sub-	

f	F)	claim. (In y claims and	nied a sufficient opportunity to present my claim or involved a sufficient opportunity to present my claim or involved a sufficient you must describe how you were denied what evidence you would have presented. Note that a him may issue a decision without a hearing if sufficient facts	d the chance to defend your earing is not required in every
g	3)	this ground o	sion denies the Owner a fair return on the Owner's inventy when your underlying petition was based on a fair return ou have been denied a fair return and attach the calculation	claim. You must specifically
ŀ	1)	□ Other. (Ir	n your explanation, you must attach a detailed explanatio	on of your grounds for appeal.)
the R the fil Board	ent / ling l, sul	Adjustment of this docu	nts (in addition to this form) must not exceed 25 page Program, along with a proof of service on the opposiment. Only the first 25 pages of submissions from each plations 8.22.010(A)(4). Please number attached pages of the control	sing party, within 15 days of party will be considered by the
l ded I plac carric	clare ced a er, u	under penal a copy of this sing a servic	copy of your appeal on the opposing parties, or your ty of perjury under the laws of the State of California that form, and all attached pages, in the United States mail or the at least as expeditious as first-class mail, with all postposing party as follows:	on August 23rd , 2023 , deposited it with a commercial
Nam	e		Alejandro Reyes	Salvador Maldonado
Add	ress		468 Douglas Ave.	474 Douglas Ave.
City.	. Sta	te Zip	Oakland, CA 94603	Oakland, CA 94603
Nam			Marcos Rios Valdez	
Add	ress		472 Douglas Ave.	
City.	. Sta	te Zip	Oakland, CA 94603	
(1	Mo	3 Sharts		08/23/2023
SIGN	ITAI	JRE of APP	ELLANT 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.

<u>ISSUE</u>

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.

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³ Exhibit 2b

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2021.6

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- f. Business License Tax receipt for 2021 totaling \$1,032.95.11
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⁷ Exhibit 3b

⁸ Exhibit 3c

⁹ Exhibit 3d

¹⁰ Exhibit 3e

¹¹ Exhibit 3f

¹² Exhibit 4

FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

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

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- The amount that the owner has invested in the property;
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- 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.

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²¹ Fisher v. City of Berkeley (1984) 37 Cal. 3d 644

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

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.

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.

	From: 01/01/14 to 12/01/14 (mm/dd/yy) (mm/dd/yy)	From: 02/11/21 to 12/31/21 (mm/dd/yy) (mm/dd/yy)
INCOME	(mm/dd/yy) (mm/dd/yy)	(mm/dd/yy) (mm/dd/yy)
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
EXPENSES		
Electricity/Gas	\$	\$
Garbage	\$535*	\$535
Water/Sewer	\$	\$
Insurance	\$o **	\$1,097
Maintenance/Repairs	\$o ***	\$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.

Net Operating Income = Income - Operating Expenses:

Base Year

	(2014)	Year (2021)
1. Total Annual Income	_{\$} 21,600	_{\$} 24,128.25
2. Annual Operating Expenses	_{\$} 3,295.84	_{\$} 16,767.84
3.Current Net Annual Operating Income (Income – Operating Expenses):	_{\$} 18,504.16	_{\$} 7,360.41
4. CPI [Annual Average CPI]	252.3**	310.6**
5. Percent Annual Increase in CP Base Year to Current Year [Current Year Annual Average CP Base Year Annual Average CPI Base Year Annual Average CPI]	PI —	23.1%
6. Fair Net Annual Operating Inco Base Year Net Operating Income Adjusted by CPI Increase [Line 3 Base Year + Line 5 percen		_{\$} 22,779.99
7. Fair Net Annual Operating Inco Minus Current Net Operating Inc Allowable Rent Increase [Line 3 Current Year – Line 6]	me	_{\$} 15,419.58
8. Allowable Rent Increase/Unit/Mo (Line 7 divided by Number of Units		_{\$} 428.32

Current

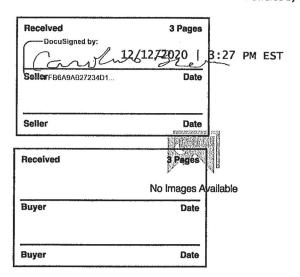
^{*:} This template was taken from the Maintenance Net Operating Income (MNOI) from the City of Richmond.

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

000216

Unit#	Rent	Date of increase	AGA Increase	AGA taken	AGA deferred	Fair return increas	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		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		13.99%				
468	\$ 787.18	10/1/22	\$ 22.93	Ш	10.69%				
472	\$ 787.18	10/1/22	\$ 22.93	_	10.69%				
474	\$ 787.18	10/1/22	\$ 22.93	3.0%	13.99%				
468	\$ 806.86	10/1/23	\$ 19.68	_	10.69%	\$0.00	%0 0	\$ 428.32	
472	\$ 806.86	10/1/23	\$ 19.68	_	10.69%	\$0.00	%0 0	\$ 428.32	-
474	\$ 806.86	10/1/23	\$ 19.68	2.5%	13.99%	\$0.00	%0 0	\$ 428.32	
468	\$ 887.54	L	\$0.00	0.0	10.69%	\$ \$0.69	3 10%	\$ 347.64	
172	\$ 887.54	L	\$0.00	0.0	10.69%	\$ 80.69	10%	\$ 347.64	
474	\$ 887.54	TBD (2023)	\$0.00	0.0	13.99%	\$ \$0.69	9 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		13.99% +2024 CPI	\$ 88.75	10%	\$ 258.88	
468	\$1,073.93	10/1/25	\$0.00		10.69% +2024 CPI+2025 CPI	\$ 97.63	3 10%	\$ 161.25	
472	\$1,073.93	10/1/25	\$0.00	0.0	10.69% +2024 CPI+2025 CPI	\$ 97.63	3 10%	\$ 161.25	
474	\$1,073.93	10/1/25	\$0.00	0.0	13.99% +2024 CPI+2025 CPI	\$ 97.63	3 10%	\$ 161.25	
468	\$1,181.32	10/1/26	\$0.00	0.0	10.69%+2024 CPI+2025 CPI + 2026 CPI	\$ 107.39	3 10%	\$ 53.86	
472	\$1,181.32	10/1/26	\$0.00	0.0	10.69%+2024 CPI+2025 CPI +2026 CPI	\$ 107.39	3 10%	\$ 53.86	
474	\$1,181.32	10/1/26	\$0.00	0.0	13.99% + 2024 CPI+2025 CPI + 2026 CPI	\$ 107.39	9 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	5 4.6%	(00:00)	
472	\$1,235.18		\$0.00	0.0	10.69% +2024 CPI+2025 CPI +2026 CPI+2027 CPI	\$ 53.86	5 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	6 4.6%	\$ (0.00)	

Powered by CRS Data



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

Assessor Roll Year

4091/1

100171

2020

SALES HISTORY THROUGH 09/11/2020

Douglas Ave	
	151
PROPERTY SUMMARY	© 2020 Microsoft Corporation © 2020 Alterosoft Corporation © 2020 Altero OpenStreetMag/https://www.openstreetmap.org/cgbyright
Property Type	Residential
Land Use	Triplex 3 Units Any Combination
Improvement Type	Triplex 3 Units Any Combination

2377

Monday, November 16, 2020

CURRENT OWNER	
Name	Brown Caroline Rown Family Trust
Mailing Address	680 Alta Vista Dr

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

Owner Occupied No

Square Feet

of Buildings

Date	Date Recorded	Amount	Buyer/C	dwners	Seller	Instrument	No. Parcels	Book/Page Or Document#
12/18/2019	1/21/2020		Brown C	Caroline	Brown Caroline	Intrafamily Transfer & Dissolution		2020012767
6/25/2019	7/9/2019		Brown C	Caroline	Brown Roger Alan	Affidavit Of Death		2019130819
5/2/1966	5/2/1966		Brown F	loger A & Caroline				AY 055800
TAX ASSES	SMENT				e commence a secretario esperante de la companione de la companione de la companione de la companione de la co			
Tax Assessm	ent	2020		Change (%)	2019	Change (%)	2018	
Assessed La	nd	\$12,1	06.00	\$238.00 (2.0%)	\$11,868.00	\$232.00 (2.0%)	\$11,6	36.00
Assessed Im	provements	\$43,0	43.00	\$843.00 (2.0%)	\$42,200.00	\$828.00 (2.0%)	\$41,3	72.00
Total Assess	ment	\$55,1	49.00	\$1,081.00 (2.0%)	\$54,068.00	\$1,060.00 (2.0%)	\$53,0	00.80
Exempt Reas	on							

% Improved	78%				
TAXES					
Tax Year	City Taxes	Coun	ty 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 HIS	STORY				
	found for this parcel.)				
FORECLOSUR	E HISTORY				
No foreclosures we	re found for this parcel.			*	
PROPERTY CH	IARACTERISTICS: BU	ILDING			
Building # 1	CONTRACTOR OF THE CONTRACTOR O	The state of the s			
Туре	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 F	eet (Living Space)		Building Square Feet (Other)	
- CONSTRUCTION	V				
Quality		C ,	Roof Framing		
Shape			Roof Cover Deck		
Partitions	·		Cabinet Millwork		
Common Wali			Floor Finish		
Foundation			Interior Finish		
Floor System			Air Conditioning		
Exterior Wall			Heat Type		
Structural Framing	g		Bathroom Tile		
Fireplace			Plumbing Fixtures		
- OTHER					
Occupancy			Building Data Source		
The state of the s	ARACTERISTICS: EXTere found for this parcel.	RA FEATURES			
PROPERTY CH	ARACTERISTICS: LOT	-			
Land Use	Triplex 3	Units Any Combination	Lot Dimensions		and the second property and an extension of the second sec
Block/Lot	·		Lot Square Feet	7	,423
Latitude/Longitud	e 37.7316	72°/-122.181304°	Acreage		.17
_	ARACTERISTICS: UTI				
Gas Source	ARACTERIO HOS. UII	LITIES/AREA	Road Type		

Electric Source

Topography

Water Source

District Trend

Sewer Source

School District

Zoning Code

Owner Type

SHORT TERM RENTAL OPPORTUNITY

Annual Revenue

Average Daily Rate

Occupancy Rate

No short-term rental information was found for this parcel

LEGAL DESCRIPTION

Subdivision

Plat Book/Page

Block/Lot

Tax Area

17-032

Description

Х

FEMA FLOOD ZONES

Minimal

Zone Code

Flood Risk

BFE

Description

FIRM Panel ID

FIRM Panel Eff. Date

Area of minimal flood hazard, usually depicted on FIRMs as 065048-06001 C0256G above the 500-year flood level.

08/03/2009

About ABAG

Our Work

HOME / TOOLS & RESOURCES / DATA TOOLS / CONSUMER PRICE INDEX

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 countles and not the remaining countles.

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	Маг	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	w==	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	PP-0	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	ven.	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	745	252,3	(252,3)
2013		242.7	***	244.7		245.9	***	246.1	***	246.6		245.7	245.3 Page

CITY OF OAKLAND



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

Housing and Community Development Department Rent Adjustment Program

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

Housing Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: L22-0065 Sukarto v. Tenants

APPEAL HEARING: October 26, 2023

PROPERTY ADDRESS: 468 Douglas Avenue, Oakland, CA

APPEARANCES: Appellant/Owner: Abby Sukarto

Respondent/Tenant: None

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.

GROUNDS 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?

BOARD DECISION

After parties' arguments, questions to the parties, and Board discussion, Member K. Brodfuehrer moved to remand the case back to the Hearing Officer to apply the MNOI method and to allow the parties to submit additional evidence upon a showing of good cause. The Hearing Officer may schedule a new hearing if necessary. The Hearing Officer is to determine whether or not the evidence is sufficient underneath the regulations for the MNOI standard. Member D. Williams seconded the motion.

The Board voted as follows:

Aye: C. Oshinuga, M. Escobar, D. Williams, M. Goolsby, K. Brodfuehrer

Nay: None Abstain: None

The motion was adopted.

BRIANA LAWRENCE-MCGOWAN

BOARD DESIGNEE CITY OF OAKLAND

HOUSING, RESIDENTIAL RENT AND

RELOCATION BOARD

3317239v1

November 14, 2023

DATE

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

Appeal Decision

Owner

Abby Sukarto 259 Moscow Street San Francisco, CA 94112

Tenant

Alejandro Reyes 468 Douglas Ave Oakland, CA 94603

Tenant

Marcos Rios Valdez 472 Douglas Ave Oakland, CA 94603

Tenant

Salvador Maldonado 474 Douglas Ave 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 **November 16, 2023** in Oakland, CA.

Briana Lawrence-McGowan

Oakland Rent Adjustment Program

The updated fair return worksheet C, fair return calculation and scheduled rent increase of case # L22-0065 are provided along with the supporting documents demonstrating the good cause of certain expenses in the following pages.

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.

	BASE YEAR (2014)	LAST YEAR
	From: 01/01/14 to 12/31/14 (mm/dd/yy) (mm/dd/yy)	From: 02/11/21 to 12/31/21 (mm/dd/yy) to (mm/dd/yy)
INCOME	(mm/dd/yy) (mm/dd/yy)	(Hill/dd/yy)
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
EXPENSES		
Electricity/Gas	\$	\$
Garbage	\$ *	\$ 535
Water/Sewer	\$	\$
Insurance	\$ **	\$1,097
Maintenance/Repairs	\$ ***	\$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:	\$2,761	\$ 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 who has passed away in 2019 (see highlighted line on pg.5), Waste management agents or website showing rates of previous years, 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 so the previous owner paid for the garbages per tenants and tenant estoppel certificate included in the supporting documents of the petition. Due to the reasons mentioned above, the garbage fee with the same amount of the year 2021 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 (see highlighted line on pg. 6) and thus not mandatory to have insurance policy on the property, receiving no response from the previous owner regarding the expense from text (see pg.8) and phone calls, and low rent due to repairs done by tenants per tenants' verbal confirmation.
- ***: Maintenance/ repair expense could not be obtained from the previous owner (see pg. 8). Most repair was thus the maintenance/ repair expense for 2014 base year was put \$0.

 Page 2 of 9

Net Operating Income = Income - Operating Expenses:

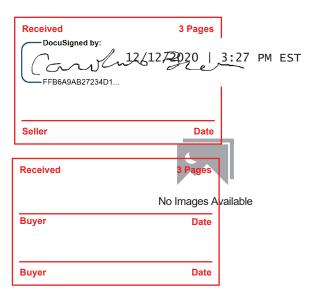
	Base Year (2014)	Current Year (2021)
1. Total Annual Income	_{\$} 21,600	_{\$} 24,128.25
2. Annual Operating Expenses	_{\$} 3,295.84	_{\$} 16,767.84
3.Current Net Annual Operating Income (Income – Operating Expenses):	_{\$} 18,504.16	_{\$} 7,360.41
4. CPI [Annual Average CPI]	252.3**	310.6 **
5. Percent Annual Increase in CF Base Year to Current Year [Current Year Annual Average CF Base Year Annual Average CPI Base Year Annual Average CPI]	PI —	23.1%
6. Fair Net Annual Operating Inco Base Year Net Operating Income Adjusted by CPI Increase	ome =	\$22,779.99
[Line 3 Base Year + Line 5 percer7. Fair Net Annual Operating Incominus Current Net Operating In	ome	_{\$} 15,419.58
Allowable Rent Increase [Line 3 Current Year – Line 6]		_s 428.32
8. Allowable Rent Increase/Unit/M (Line 7 divided by Number of Units)		\$

^{*:} 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 (see highlighted line on pg.9).

Unit#	Rent	Date of increase	AGA Increase AGA taken	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	10/1/24	00.0\$	0.0	10.69%	\$ \$0.69	10%	\$ 347.64	
472	\$ 887.54	10/1/24	00'0\$	0.0	10.69%	\$ \$0.69	10%	\$ 347.64	
474	\$ 887.54	10/1/24	00.0\$	0.0	13.99%	\$ 80.69	10%	\$ 347.64	
468	\$ 976.30	10/1/25	00.0\$	0.0	10.69% + 2024 CPI	\$ 88.75	10%	\$ 258.88	
472	\$ 976.30	10/1/25	00.0\$	0.0	10.69% +2024 CPI	\$ 88.75	10%	\$ 258.88	
474	\$ 976.30	10/1/25	00.0\$	0.0	13.99% +2024 CPI	\$ 88.75	10%	\$ 258.88	
468	\$1,073.93	10/1/26	\$0.00	0.0	10.69% +2024 CPI+ 2025 CPI	\$ 97.63	10%	\$ 161.25	
472	\$1,073.93	10/1/26	00'0\$	0.0	10.69% +2024 CPI+ 2025 CPI	\$ 97.63	10%	\$ 161.25	
474	\$ 1,073.93	10/1/26	00.0\$	0.0	13.99% +2024 CPI+ 2025 CPI	\$ 97.63	10%	\$ 161.25	
468	\$ 1,181.32	10/1/27	00.0\$	0.0	10.69% +2024 CPI+2025 CPI + 2026 CPI	\$ 107.39	10%	\$ 53.86	
472	\$1,181.32	10/1/27	00'0\$	0.0	10.69% +2024 CPI+2025 CPI + 2026 CPI	\$ 107.39	10%	\$ 53.86	
474	\$1,181.32	10/1/27	\$0.00	0.0	13.99% +2024 CPI+2025 CPI +2026 CPI	\$ 107.39	10%	\$ 53.86	
468	\$1,235.18	10/1/28	00.0\$	0.0	10.69% +2024 CPI+2025 CPI +2026 CPI+2027 CPI	\$ 53.86	4.6%	\$ (0.00)	
472	\$1,235.18	10/1/28	00'0\$	0.0	10.69% +2024 CPI+2025 CPI+2026 CPI+2027 CPI	\$ 53.86	4.6%	(0.00) \$	
474	\$1,235.18	10/1/28	00.0\$	0.0	13.99% +2024 CPI+2025 CPI +2026 CPI+2027 CPI	\$ 53.86	4.6%	\$ (0.00)	





LOCATION 468 Douglas Ave Oakland, CA 94603-2908 **Property Address** Subdivision **Carrier Route** C011 Alameda County, CA County GENERAL PARCEL INFORMATION **APN/Tax ID** 45-5364-11 Alt. APN 045 -5364-011-00 **Account Number** 17-032 Tax Area 2010 Census Trct/Blk 4091/1 **Assessor Roll Year** 2020



PROPERTY SUMMARY	Y
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

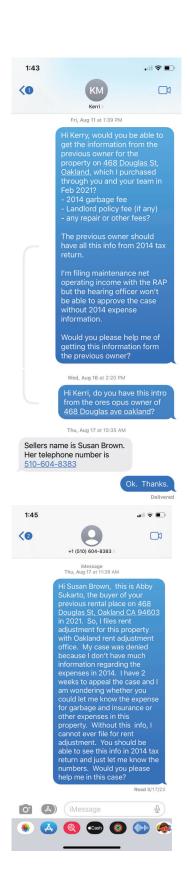
Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels Book/Page Or Document#
12/18/2019	1/21/2020		Brown Caroline	Brown Caroline	Intrafamily Transfe & Dissolution	r 2020012767
6/25/2019	7/9/2019		Brown Caroline	Brown Roger Alan	Affidavit Of Death	2019130819
5/2/1966	5/2/1966		Brown Roger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

TAX ASSESSMENT

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

% Improved	78	8%				
TAXES						
Tax Year	City Taxes		County	Taxes	Total Taxe	es
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 H	IISTORY					
No mortgages we	re found for this parcel.					
FORECLOSU	RE HISTORY					
No foreclosures w	ere found for this parcel.					
PROPERTY C	HARACTERISTICS: B	UILDING				
Building # 1						
Туре	Triplex 3 Units Any Combination	Condition	on		Units	3
Year Built	1944	Effective	e Year	1950	Stories	1
BRs	6	Baths		3 F H	Rooms	12
Total Sq. Ft.	2,377					
Building Square	Feet (Living Space)			Building Square F	eet (Other)	
CONSTRUCTION	ON					
Quality		С	Ro	of Framing		
Shape			Ro	of Cover Deck		
Partitions			Са	binet Millwork		
Common Wall			Flo	oor Finish		
Foundation			Int	erior Finish		
Floor System			Aiı	Conditioning		
Exterior Wall			He	at Type		
Structural Frami	ng		Ва	throom Tile		
Fireplace			Pli	umbing Fixtures		
- OTHER						
Occupancy			Вι	ilding Data Source		
PROPERTY C	HARACTERISTICS: E	XTRA FEATUR	ES			
No extra features v	were found for this parcel.					
PROPERTY C	HARACTERISTICS: L	ОТ				
Land Use	Triple	ex 3 Units Any Com	bination	Lot Dimension	8	
Block/Lot				Lot Square Fee	t	7,423
Latitude/Longitu	ide 37.73	1672°/-122.181304	0	Acreage		0.17
PROPERTY C	HARACTERISTICS: U	TILITIES/AREA	4			
Gas Source				Road Type		

Electric Source			Topography		
Water Source			District Trend		
Sewer Source			School District		
Zoning Code					
Owner Type					
SHORT TERM R	ENTAL OPPORTUN	IITY			
Annual Revenue	Average Daily Rate	Occupancy Rate	No short-term rental ir	formation was found for this parcel	
LEGAL DESCRIF	PTION				
Subdivision			Plat Book/Page		
Block/Lot			Tax Area	17-032	
Description					
FEMA FLOOD Z	ONES				
Zone Code Flo	od Risk BFE	Description		FIRM Panel ID	FIRM Panel Eff. Date
X Min	imal	Area of minimal floo above the 500-year	od hazard, usually depicted or flood level	n FIRMs as065048-06001C0256G	08/03/2009



Our Work



s About ABAG

Tools & Resources

HOME / TOOLS & RESOURCES / DATA TOOLS / CONSUMER PRICE INDEX

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 090236 ge



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

PROOF OF SERVICE

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

- ➤ Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a <u>copy</u> 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:	Additional supporting documents showing good cause on remand hearing of fair return (Case # L22-0065) (insert name of document served) And Additional Documents
Response served of	of attached pages) 9 attached pages (not counting the Petition or er the Proof of Service) to each opposing party, whose name(s) and address(es) are e of the following means (check one):
addres sealed b. De class n listed b c. Pe person	ited States mail. I enclosed the document(s) in a sealed envelope or package sed to the person(s) listed below and at the address(es) below and deposited the envelope with the United States Postal Service, with the postage fully prepaid. posited it with a commercial carrier, using a service at least as expeditious as first nail, with all postage or charges fully prepaid, addressed to each opposing party as elow. rsonal Service. (1) By Hand Delivery: I personally delivered the document(s) to the (s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with person not younger than 18 years of age.
PERSON(S) SERV	ED:
Name	Alejandro Reyes
Address	468 Douglas Ave
City State 7in	Oakland CA 04603

City of Oakland Rent Adjustment Program Proof of Service Form 10.21.2020

Name	Marcos Rios Valdez	
Address	472 Douglas Ave, Oakland	
City, State, Zip	Oakland, CA 94603	
Name	Salvador Maldonado	
Address		
	474 Douglas Ave, Oakland	
City, State, Zip	Oakland, CA 94603	
Name	City of Oakland, Attn: Rent Adjustment Program , Hearing officer: Maimoona	Sahi Ahmad
Address	250 Frank H Ogawa Plaza, Ste 5313	
City, State, Zip	Oakland, CA 94612-2034	
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 Cal correct and the documents were served on/_/ (insert date	0 0
Abby Sukarto PRINT YOUR NAME	
May Shart	01/22/2024
SIGNATURE	DATE

CITY OF OAKLAND



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

Housing and Community Development Department Rent Adjustment Program

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

REMAND HEARING DECISION

CASE NUMBER:

L22-0065 Sukarto v. Tenants

PROPERTY ADDRESS:

468 Douglas Avenue, Oakland, CA

DATE OF REMAND HEARING: February 27, 2024

DATE OF DECISION:

May 3, 2024

APPEARANCES:

Abby Sukarto - Owner Alejandro Reyes - Tenant Claudia Lindgreen - Interpreter

BACKGROUND AND SUMMARY OF APPEAL DECISION

A Hearing Decision in this case was issued on August 10, 2023, denying the owner petition for approval of a rent increase based on fair return. The Hearing Decision determined that the owner did not provide evidence of various expenses for the base year of 2014 and that, without documentation of 2014 expenses, there was insufficient evidence to support a fair return petition. Further, the Hearing Decision found that the owner did not provide evidence of appreciation in value of the subject property.

The owner appealed, claiming that she could not provide evidence of 2014 expenses because the owner did not own the property until February 11, 2021. The owner submitted new evidence on appeal with estimates of expenses for 2014. Additionally, the owner argued that the value of the property is not a proper consideration under the Maintenance of Net Operating Income (MNOI) formula to determine fair return.

An Appeal Hearing was held on October 26, 2023, and an Appeal Decision was issued on November 16, 2023. The Board remanded the Hearing Decision back to the Hearing Officer to apply the MNOI method and to allow the parties to submit additional evidence upon a showing of good cause. The Board directed the Hearing Officer to schedule a new hearing if necessary. Specifically, the Board directed the Hearing

Officer "to determine whether or not the evidence is sufficient underneath the regulations for the MNOI standard."¹

A Remand Hearing was set for February 27, 2024, to allow for the submission of additional evidence regarding the 2014 base year expenses.

EVIDENCE

At the Remand Hearing, the owner submitted an updated Worksheet C - Fair Return document outlining the income and expenses for the subject property for the base year of 2014, and the comparison year of 2021 for purposes of a fair return calculation.² At the hearing, the owner testified that she did not own the property until February 11, 2021, and was unable to obtain any records for the annual garbage expenses in 2014 from the former owner, who passed away in 2019. She reached out to the survivors of the former owner and did not receive a response. The owner testified that she decided to list the same amount for 2014 and 2021 garbage expenses. She further testified that she was unable to obtain any mortgage history for this property, so she assumed that the prior owner did not have a mortgage or any insurance expenses and decided to put \$0.00 for insurance expenses for 2014. Finally, the owner testified that the listing agent told her the former owner was old and didn't do any repairs or upkeep for the property, so she assumed the maintenance/repair costs for 2014 were \$0.00.

The owner also submitted an MLS Tax Suite document verifying that the former owner passed away in 2019.³ The MLS document also states that there was no mortgage history found for this parcel.

The owner submitted copies of text messages showing that she attempted to reach the spouse of the former owner for information about relevant operating expenses for 2014 and did not receive a response.⁴

Finally, the owner submitted a copy of the Bay Area Consumer Price Index updated on July 12, 2023, and testified that she used the CPI figures for 2014 to do her own MNOI calculations.⁵

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 the constitutional

¹ Appeal Decision, L22-0065, p. 2.

² Exhibit 1 – Updated Worksheet C – Fair Return

³ Exhibit 2 – MLS Tax Suite

⁴ Exhibit 3 – Text Message Communications

⁵ Exhibit 4 – Bay Area Consumer Price Index

or fair return requirement.⁶ The Rent Adjustment Program Regulations (Regulations) set forth the following rules regarding "fair return":

- d. (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.
- (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.
- (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.

⁶ O.M.C. §8.22.070(C)(d)

Base Year Income and Expenses:

The Regulations require that the base year of 2014 be used and that new owners are expected to obtain relevant records from prior owners. Therefore, the burden is upon the owner to obtain all relevant records for 2014 from the prior owner. In this case, the owner argues that she was unable to obtain the records from the former owner because he passed away in 2019 and his spouse was unresponsive to her text message requesting records for 2014. Under the regulations, the alternative for an owner who can't provide 2014 records is to use a different base year, not to guess or estimate expenses for 2014. In this case, the owner did not produce evidence of expenses for any other year for consideration as the base year. Based on the documents submitted at the remand hearing and the underlying record in this case, the owner has failed to sustain her burden of proof for providing relevant expenses for the base year of 2014. Therefore, the owner petition seeking approval for a rent increase based on fair return is denied.

ORDER

1. The Owner 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: May 3, 2024

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

Remand Hearing Decision

Owner

Abby Sukarto 259 Moscow Street San Francisco, CA 94112

Tenant

Alejandro Reyes 468 Douglas Avenue Oakland, CA 94603

Tenant

Marcos Rios Valdez 472 Douglas Avenue Oakland, CA 94603

Tenant

Salvador Maldonado 474 Douglas Avenue 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 **May 07, 2024** in Oakland, California.

Teresa Brown-Morris

Oakland Rent Adjustment Program



Appellant's Name

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

For Rent Adjustment F	rogram date	stamp.
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APPEAL

Abby Sul	karto	☑ Owner ☐ Tenant
Property 468 Dou 472 Dou	y Address (Include Unit Number) uglas Ave, Oakland, CA 94603 uglas Ave, Oakland, CA 94603 uglas Ave, Oakland, CA 94603	
Appella	nt's Mailing Address (For receipt of notices)	Case Number
259 Mos	cow St, San Francisco, CA 94112	L22-0065
		Date of Decision appealed
		5/22/2024
Name of N/A	f Representative (if any)	Representative's Mailing Address (For notices) N/A
exp	e are math/clerical errors that require the Heari lain the math/clerical errors.) aling the decision for one of the grounds belo	
a)	☐ The decision is inconsistent with OMC Ch decisions of the Board. (In your explanation, Regulation or prior Board decision(s) and described.	you must identify the Ordinance section,
b)	☐ The decision is inconsistent with decision explanation, you must identify the prior inconsistent.)	• • • • • • • • • • • • • • • • • • • •
c)	☐ The decision raises a new policy issue that explanation, you must provide a detailed statem decided in your favor.)	t has not been decided by the Board. (In your ent of the issue and why the issue should be
d)	☐ The decision violates federal, state, or loc detailed statement as to what law is violated.)	al law. (In your explanation, you must provide a
e)	☐ The decision is not supported by substant explain why the decision is not supported by substant	· • • • • • • • • • • • • • • • • • • •

Revised January 10, 2022 **000245**

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)	g) In 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 attac	ch a detailed explanation of your grounds for appeal.)				
he Rent he filing Board, su	Adjustment Program, along with a proof of of this document. Only the first 25 pages of s	st not exceed 25 pages, and must be received by service on the opposing party, within 15 days of submissions from each party will be considered by the amber attached pages consecutively. Number of				
I declare I placed a carrier, u	under penalty of perjury under the laws of the a copy of this form, and all attached pages, in the	State of California that on May 22, 20 24, the United States mail, with all postage or charges fully prepaid,				
<u>Name</u>	Alejandro Reyes	Salvador Maldonado				
Address	468 Douglas Ave	474 Douglas Ave.				
City. Sta	Oakland, CA 94603	Oakland, CA 94603				
<u>Name</u>	Marcos Rios Valdez					
Address	472 Douglas Ave					
City. Sta	Oakland, CA 94603					
May	Subarto	5/22/2024				

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE DATE

Revised January 10, 2022 **000246**

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.

Revised January 10, 2022 000247

Petition of L22-0065 is denied for the following reason.

"the owner was unable to obtain the records from the former owner because he passed away in 2019 and his spouse was unresponsive to her text message requesting records for 2014. Under the regulations, the alternative for an owner who can't provide 2014 records is to use a different base year, not to guess or estimate expenses for 2014. In this case, the owner did not produce evidence of expenses for any other year for consideration as the base year. Based on the documents submitted at the remand hearing and the underlying record in this case, the owner has failed to sustain her burden of proof for providing relevant expenses for the base year of 2014." (see pg. 4 of the remand hearing decision letter on 5/3/2024)

Petition of L22-0065 is appealed for the following reasons.

or presented written objections prior to the hearing

- 1. Based on the Remand Decision Hearing letter on May 3, 2024, it was outlined that "the Hearing officers are authorized to use different base date, however, if an owner can demonstrate that relevant records were unavailable " (see pg.3 of the letter, Section (2), 1.b). Given the good cause evidence provided by the owner in the Remand Hearing on 2/27/2024, the hearing officer can use the insurance expense of the current year 2021 for the amount of \$1,097.00 as the that of the base year 2014. Since the owner only have the insurance expense in 2021, the insurance expense of the base year 2014 was inputted to be \$1,097.00 on the fair return worksheet C (see pg. 2).
- 2. For maintenance/ repair expense for the base year 2014, the owner provided the reason in the remand hearing in 2/27/2024 that most repair was done by tenants and thus it was inputted to be \$0.00 on the fair return worksheet C (see pg. 2). The maintenance/ repair expense is upheld to be \$0.00 in the appeal for the following reasons. tenants did not object to the \$0.00 maintenance/ repair expense in the remand hearing
 - repair/ maintenance expense is highly specific to the work being performed and other year of this expense cannot be used for the base year 2014, unless the same exact maintenance/ repair was conducted in other year prior to 2021

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.

	BASE YEAR (2014)	LAST YEAR 5-10/11/21
	From: 01/01/14 to 12/31/14 (mm/dd/yy) (mm/dd/yy)	From: 02/11/21 to 12/31/21 (mm/dd/yy) to (mm/dd/yy)
INCOME		
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
EXPENSES		
Electricity/Gas	\$	\$
Garbage	\$	\$ 535
Water/Sewer	\$	\$
Insurance	\$ **	\$1,097
Maintenance/Repairs	\$ ***	\$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:	\$2,761	\$16,768

^{**:} Current owner was not able to get the insurance expense from the previous owner. Therefore, the insurance expense for the base year of 2014 was inputted for \$1,097.00, the same as that of the current year 2021, since it is the only available insurance expense prior to and in 2021.

^{***:} Maintenance/ repair expense could not be obtained from the previous owner due to his death in 2019 and unresponsive text from the previous' owner's spouse. The current owner received verbal confirmation from the tenants that repair was completed by the tenants and thus the maintenance/ repair expense for base year 2014 was inputted \$0.

Fair return calculation				
No	Base	year (2014)	Curre	ent year (2021)
1 Total annual income	\$	21,600.00	\$	24,128.25
2 Annual operating expense	\$	4,392.84	\$	16,767.84
3 Current net annual operating income	\$	17,207.16	\$	7,360.41
4 CPI		252.3		310.6
5 % annual increase in CPI Base year to current year				23.1
6 Fair annual operating income			\$	21,183.29
7 Allowable rent increase			\$	13,822.88
Allowable rent increase/ month/unit			\$	383.97



CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

PROOF OF SERVICE

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

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

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

I served a copy of:	Appeal (insert name of document served) ✓ And Additional Documents				
and (write number of attached pages) 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 isted below, by one of the following means (check one):					
address sealed b. De class melisted b c. Per person	rsonal Service. (1) By Hand Delivery: I personally delivered the document(s) to the (s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with person not younger than 18 years of age.				
Name					
Ivallie	Alejandro Reyes				
Address	468 Douglas Ave				
City, State, Zip	Oakland, CA 94603				

City of Oakland Rent Adjustment Program Proof of Service Form 10.21.2020

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 $\underline{5/22/2024}$ (insert date served).

Abby Sukarto	
PRINT YOUR NAME	
My Subarto	5/22/2024
SIGNATURE	DATE



MEMORANDUM

Date: July 8, 2024

To: Members of the Housing, Rent Residential & Relocation

Board (HRRRB)

From: Braz Shabrell, Deputy City Attorney

Re: Appeal Memo and Recommendation in T23-0058, Brooks v.

Campbell

Appeal Hearing Date: July 11, 2024

Property Address: 200 Frisbie Street #200, Oakland CA

Appellant/Owner: Severin Campbell

Respondent/Tenant: Cheri Brooks

BACKGROUND

On May 1, 2023, tenant filed a petition contesting three rent increases¹ and alleging that the tenant's rent was not reduced after a prior increase period for capital improvements. The tenant alleged that the tenant first received a RAP Notice in March 2015, and that the tenant received a RAP Notice with the rent increases in 2015 and 2016, but not 2023.

In the owner response, the owner alleged that the increases in the tenant's rent over the years have been a combination of CPI increases and capital improvement pass-throughs. The 2015 increase was based on a 1.7% CPI increase and a pass-through for capital improvement costs of 8.3%. The 2016 increase was based on a 2% CPI increase and a pass-through for capital improvement costs of 8%. In 2018, the owner received approval from RAP to increase the rent to \$1,455, but the owner agreed to keep the rent at \$1,337. On January 2, 2023, the owner notified the tenant that rent would increase to \$1,352 based on CPI adjustments.

¹ \$1105 to \$1215.50, effective 10/1/15; \$1215 to \$1337.05, effective 10/1/16; \$1337.05 to \$1352.70, effective 2/1/23.

2023 ADMINISTRATIVE DECISION

On August 22, 2023, the Hearing Officer issued an Administrative Decision, granting the tenant's petition in part. The 2023 increase was invalid because it was served without a RAP Notice, which was corroborated by the owner's response.

The October 2015 increase from \$1,105 to \$1,215 was valid because it did not exceed 10%, and because the laws in effect at that time allowed owners to pass on capital improvement costs without needing prior approval from RAP. The 10% rent increase combined a 1.7% CPI increase (\$18.79) with an 8.3% increase (\$91.72) based on capital improvements. Although the increase was valid, the portion of the increase that was based on capital improvements (\$91.72) should have expired after 60 months, which was September 30, 2020. Therefore, the Hearing Officer found that the tenant was entitled to restitution of \$91.21² per month from October 2020 to August 2023, totaling \$3,192.35.

The October 2016 increase was invalid because it exceeded 10%. In October 2016, the tenant's rent increased from \$1,123.79 to \$1,146.26 due to a 2% CPI increase and a capital improvement pass through of \$190.79 (16.98%), for a total rent increase of 18.98%. Therefore, the tenant is entitled to restitution for overpayments. Additionally, the 2016 pass-through (\$190.79) should have expired after 60 months, which was September 30, 2021. Therefore, the Hearing Officer found the tenant was entitled to restitution of \$190.79 per month from October 2021 to August 2023, totaling \$4,388.17.

The Hearing Officer determined that the total restitution owed to the tenant due to overpayments was \$13,742.93, dating back to 2016.

2023 APPEAL

The owner appealed the Administrative Decision, and the case came before the Board on October 12, 2023. After arguments and Board discussion, the Board voted to uphold the decision regarding the 2023 rent increase and remanded the case back to the Hearing Officer for a hearing on the other issues.

REMAND HEARING DECISION

On February 6, 2024, a hearing was held, and on April 17, 2024, the Hearing Officer issued a decision granting the petition in part. Among other things, the Hearing Officer found that the owner failed to remove two capital improvement pass-throughs following the end of their amortization periods, and the tenant is owed restitution in the amount of \$7,984.68. The owner's contention that the rent increases were lawful because the owner emailed the tenants with explanations about how the increases were structured are not relevant because the emails are not valid rent increase notices. The owner contends that the base rent was adjusted each year based on CPI and the capital

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² This figure of \$91.21 that was included in the calculation chart appears to have been a clerical error, since the actual pass-through amount was \$91.72.

improvement pass-throughs were incrementally lowered accordingly. However, the tenant credibly and repeatedly testified that she was never served personally or received by mail any written rent increase notices after 2015. Therefore, any increases in the tenant's base rent after 2015 were invalid because they were not properly noticed.

GROUNDS FOR APPEAL

The owner appeals the Hearing Officer's finding that the owner failed to remove the capital improvement pass-throughs because the owner submitted documentation detailing how these increases were removed at the end of the 60-month amortization period. The owner alleges that the owner was denied a sufficient opportunity to present their claims because the Hearing Officer determined that the owner's response was not timely, and the decision does not indicate whether the owner's documentation was considered. The owner once again appeals the determination that the owner response was not timely.

ISSUES

- 1. Was the owner denied a sufficient opportunity to present their claims?
- 2. Is the Hearing Officer's decision supported by substantial evidence?

APPLICABLE LAW

Capital Improvement Pass-Throughs

- A landlord can pass on a percentage of costs spent on capital improvements to a tenant through a rent increase. Prior to 2017, owners were not required to file a petition prior to imposing capital improvement pass-throughs, and passthrough amounts were subject to a 60-month (5-year) amortization period³. Rent Regulations, Appendix A (effective 2015).
- At the end of the 60-month period, the pass-through should expire. "The dollar amount of the rent increase justified by Capital Improvements shall be removed from the allowable rent in the sixty-first month or at the end of the extended amortization period." Rent Regulations, Appendix A, sec. 10.2.3 (effective 2015).
- Capital improvement pass-throughs are different from other types of rent increases in that they do not adjust the tenant's base rent, but rather are treated separately. Any CPI adjustments that are made during the amortization period should be calculated using the tenant's base rent, exclusive of the capital improvement pass-through.

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³ Now, capital improvement pass-throughs are amortized over the useful life of the improvement, as set out in the amortization schedule included in the Regulations.

 The total amount of any single rent increase cannot exceed 10%. OMC 8.22.070A2.

Expiration of Amortization Period

- The Ordinance and Regulations do not specify exactly how the pass-through expires at the end of the amortization period—meaning, they do not require owners to provide a particular type of notice. The Regulations state that "[t]he dollar amount of the rent increase justified by Capital Improvements shall be removed from the allowable rent in the sixty-first month or at the end of the extended amortization period." Regulations, Appendix A, 10.2.3.2 (effective 2015).
- "If an Owner fails to reduce a Capital Improvement Rent increase in the month following the end of the amortization period for such improvement and the Tenant pays any portion of such Rent increase after the end of the amortization period, the Tenant may recover interest on the amount overpaid." Regulations, Appendix A, 10.2.5.1 (effective 2015).

• Notice Requirements

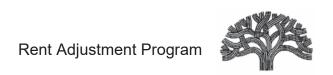
- Valid notice is required to increase a tenant's rent. As part of a notice to increase rent based on CPI, an owner must include the CPI amount in the notice and provide the tenant with a RAP notice. OMC 8.22.070H.
- A rent increase is not permitted unless the notice meets the requirements of California Civil Code Section 827. OMC 8.22.070H5.

RECOMMENDED OUTCOME

The office of the City Attorney recommends that the Board affirm the Hearing Decision granting the tenant's petition in part. Regarding the timeliness of the owner's response, the Hearing Decision notes that although the owner's response was untimely, the owner's participation in the hearing was not limited to cross-examination and summation. The owner provided testimony and already communicated in detail the points raised on appeal. It is evident from the Hearing Decision that the Hearing Officer took the owner's evidence and arguments into account despite the finding of untimeliness which would normally require such evidence be excluded. Based on the record, the hearing, and the Hearing Decision, it does not appear that the owner was denied due process or that a finding of timeliness would change the outcome of the decision. The Hearing Decision reflects that the Hearing Officer took the owner's arguments and evidence into account and still found them insufficient to justify the increases in the tenant's rent.

As the Hearing Officer points outs, despite the owner's *intentions* and rationale behind the tenant's rent charges, rent increases must be noticed and served in a lawful

manner in order to be valid. Although it may have been logical to the owner to taper and adjust the tenant's base rent over the years in the manner explained by the owner, CPI increases are not automatic or implied, and *any*/all increases must be accompanied by proper notice. Owners are entitled to defer certain increase amounts to be applied at a later date if they exceed annual limitations (OMC 8.22.070A4), but this does not negate the need for service of a valid notice.



MEMORANDUM

Date: July 8, 2024

To: Members of the Housing, Rent Residential & Relocation

Board (HRRRB)

From: Braz Shabrell, Deputy City Attorney

Re: Appeal Memo and Recommendation in L22-0065 Sukarto v.

Tenants

Appeal Hearing Date: July 11, 2024

Property Address: 468, 472, 474 Douglas Avenue, Oakland CA

Appellant/Owner: Abby Sukarto

Respondent/Tenant: Alejandro Reyes, Salvador Maldonado, Marcos Rios Valdez,

Maria Huerta

BACKGROUND

On December 7, 2022, the owner filed a petition with the Rent Adjustment Program (RAP) seeking a rent increase based on fair return. In support of the petition, the owner submitted evidence of rent and expenses from 2014 and 2021, a copy of RAP notices served on tenants in July 2022, and a completed "Worksheet C" for fair return petitions. A hearing was initially held on April 26, 2023. The owner's petition was denied. The owner appealed, and the case came before the Board on October 26, 2023. The Board remanded the case back to the Hearing Officer to apply the "MNOI" method set out in the regulations, to determine if the evidence is sufficient under the MNOI method, and to allow the parties to submit additional evidence upon a showing of good cause.

A remand hearing was scheduled for February 27, 2024, to allow the submission of additional evidence regarding the 2014 base year expenses.

RULING ON THE CASE

On May 3, 2024, the Hearing Officer issued a Remand Hearing Decision, once again denying the owner's petition. The owner did not provide sufficient documentation

of expenses in the base year upon which to compare to the 2021 expenses. The owner was not able to obtain documentation from 2014 because the owner just purchased the property in 2021. As a result, the owner estimated various expenses from 2014 (garbage, insurance, maintenance/repairs, etc.). Under the regulations, the alternative for an owner who cannot provide 2014 records is to use a different base year, not to guess or estimate the expenses for 2014. Based on the documents submitted, the owner failed to sustain their burden of proof.

GROUNDS FOR APPEAL

The owner filed a timely appeal on the grounds that the decision denies the owner a fair return on the owner's investment. The owner argues that since 2014 records are not available, insurance expenses from 2021 may be used for the base year 2014. For maintenance/repair expenses, \$0 should be used in the base year because tenants did not object to this number in the remand hearing or submit written objections.

ISSUES

1. Is the Hearing Officer's finding that the owner failed to establish base year expenses supported by substantial evidence?

APPLICABLE LAW AND PAST BOARD DECISIONS

- Rent Increase Based on Fair Return (Regulations 8.22.070(C)(d)):
 - (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.
 - (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.
- (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.

Case Law:

MHC Operating Limited Partnership v. City of San Jose (2003) 106 Cal.App.4th 204: Rent control laws must be reasonably calculated to provide landlords with a just and reasonable return on their property. A just, fair and reasonable return, under a rent control ordinance, is characterized as sufficiently high to encourage and reward efficient management, discourage the flight of capital, maintain adequate services, and enable operators to maintain and support their credit status; however, the amount of return should not defeat the purpose of rent control.

Past Board Decisions:

L16-0021, T16-0203 (Durham-Hammer et al. v. Tenants; Falconer v. Durham-Hammer): The Board affirmed a Hearing Decision which denied the owner's request for a rent increase based on fair return on the grounds that the owner did not provide any evidence of the amounts used in his calculation of amount invested in the subject property; the amount of appreciation; the net operating income (income v. operating expenses); average ROI on other investments having comparable risks.

RECOMMENDED OUTCOME

The office of the City Attorney recommends that the Board uphold the Hearing Officer's decision denying the owner's petition. The owner purchased the property in 2021. The owner has not submitted sufficient evidence upon which to grant a rent increase based on the constitutional principal of fair return.

APPROVED AS TO FORM AND LEGALITY
Oliver Kuly

CITY ATTORNEY'S OFFICE

CITY OF OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

RESOLUTION NO.	C.M.S.
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INTRODUCED BY BOARD CHAIR DENARD INGRAM

RESOLUTION (1) ADOPTING, SUBJECT TO CITY COUNCIL APPROVAL, AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO PERMIT ANY CATEGORY OF MEMBER OF THE HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO SERVE AS A BOARD OFFICER AND (2) RECOMMENDING THE CITY COUNCIL'S APPROVAL OF THE REGULATION AMENDMENT

WHEREAS, Oakland Municipal Code ("O.M.C".) 8.22.040.D.2. currently outlines that the Housing, Residential Rent and Relocation Board ("Board") may develop or amend the regulations for the Residential Rent Adjustment Program Ordinance ("Regulations"), subject to City Council approval; and

WHEREAS, the Board composition consists of two members who are tenants, two members who are residential rental property owners, and three members who are neither, referred to by the Board as "Undesignated" members, in addition to alternates; and

WHEREAS, the Regulations require the Board to elect Board officers (Chair and Vice-Chair) each year, and currently require that such officers be selected from among members who are Undesignated; and

WHEREAS, Oakland is the only Bay Area jurisdiction that requires its rent board to elect its officers from only one category of board member, those who are Undesignated, thereby preventing Board members who are tenants or residential rental property owners from serving as officers; and

WHEREAS, the Board seeks to provide all regular members an opportunity to serve as officers, including Chair and Vice-Chair; now, therefore, be it

RESOLVED: That subsection C ("Officers") of 8.22.040 of the Rent Adjustment

Program Regulations is hereby amended as follows (additions are shown in <u>double underline</u> and deletions are shown in <u>strikethrough</u>):

C. Officers

- 1. The Board shall select a Chair from among the Boardits regular members who are neither tenants nor residential rental property owners. Each Appeal Panel shall be chaired by the member of that panel who is neither a tenant nor a residential rental property owner.
- 2. The Board may also select a Vice-Chair <u>from among its regular members</u> (who is neither a Tenant nor an Owner) to act as Chair in the Chair's absence.
- 3. The Officers shall serve one-year terms.
- 4. The Board shall elect Officers each year at the second meeting in February.
- 5. The Chair votes on matters as any other Board member.

FURTHER RESOLVED: That the Housing, Residential Rent and Relocation Board recommends the City Council approve the amendments to the Rent Adjustment Program Regulations as set out herein.

FURTHER RESOLVED: That the Board Chair, or their designee from the Board, is authorized to speak in support of this resolution before the City Council and its committees.

APPROVED BY THE FOLLOWING VOTE:

AYES:	BRODFUEHRER, DEBO AND CHAIRPERSON I		OSHINUGA, TAYLOR, WILLIAM	S,
NOES:				
ABSENCES:				
ABSTENTIO	NS:			
Date:		ATTEST:		
			NYILA WEBB	
			Rent Adjustment Program	