

**HOUSING, RESIDENTIAL RENT AND RELOCATION
BOARD
FULL BOARD REGULAR MEETING
November 13, 2025
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 person or remotely via Zoom.

OBSERVE:

• To observe the meeting by video conference, please click on the link below:

When: **November 13, 2025 06:00 PM Pacific Time (US and Canada)**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81956627534>

Meeting ID: 819 5662 7534

One tap mobile: +16694449171, 81956627534# US+16699009128, 81956627534# US
(San Jose)

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

Webinar ID: 819 5662 7534

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

The Zoom link is to view, listen and/or participate in the meeting.

PARTICIPATION/COMMENT:

To participate/comment during the meeting, you may appear in person or remotely via Zoom. 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, 10/23/2025 (pp.4-7)
- 5. APPEALS***
 - a. T25-0117, Mims v. Horejsi (pp. 8-250)
- 6. MOTION TO AUTHORIZE MEMBER DENARD INGRAM TO SPEAK BEFORE CITY COUNCIL IN SUPPORT OF PREVIOUSLY ADOPTED RENT BOARD RESOLUTION RECOMMENDING ELIMINATION OF TENANT PETITION DEADLINES (pp.251-256)**
- 7. RESOLUTION WITHDRAWING RECOMMENDATION OF AMENDMENT OF THE RENT ADJUSTMENT ORDINANCE TO ALLOW THE HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO ADOPT OR AMEND THE RENT ADJUSTMENT PROGRAM REGULATIONS WITHOUT CITY COUNCIL APPROVAL (pp.257-258)**
- 8. ATTENDANCE BY ZOOM DISCUSSION**
- 9. INFORMATION AND ANNOUNCEMENTS**
 - a. RAP Annual Report Presentation by RAP staff (pp.259-276)
- 10. NEW BOARD BUSINESS**
- 11. SCHEDULING AND REPORTS**
- 12. OPEN FORUM**
 - a. Comments from the public on all items will be taken at this time.
- 13. ADJOURNMENT**

The Rent Adjustment Program and the Clerk's office has at least 72 hours prior to the meeting to post all meeting materials pursuant to O.M.C. 2.20.080.C and 2.20.090.

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

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

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

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

**HOUSING, RESIDENTIAL RENT AND RELOCATION
BOARD
FULL BOARD REGULAR MEETING
October 23, 2025
6:00 P.M.
CITY HALL, HEARING ROOM # 1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA 94612**

MINUTES

1. CALL TO ORDER

a. 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 Cucullu Lim at 6:11 PM.

2. a. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
D. INGRAM	Tenant	X		
C. MUNOZ RAMOS	Tenant			X
Vacant	Tenant Alt.			
M. GOOLSBY	Tenant Alt.			X
C. OSHINUGA	Undesignated	X		
M. CUCULLU LIM	Undesignated	X		
R. SAMATI	Undesignated			X
K. BRODFUEHRER	Landlord			X
C. JACKSON	Landlord	X		
Vacant	Landlord Alt.			

Staff Present

Kent Qian
Susan Ma
Nyila Webb

Deputy City Attorney
Hearing Officer (RAP)
Administrative Assistant II

3. PUBLIC COMMENT

- a. Two requests submitted online.

4. CONSENT ITEMS

- a. Approval of Board Minutes, 09/25/2025 (pp.)
- b. Approval of Board Minutes, 10/09/2025 (pp.)

Member Ingram made a motion to approve the minutes from September 25 and October 9, 2025.

Member Oshinuga seconded.

The Board voted as follows:

Aye:	Chair Cucullu Lim, D. Ingram, C. Jackson, C. Oshinuga
Nay:	None
Abstain:	None

The Minutes were approved.

5. APPEALS*

- a. T25-0119, Chow v. 2B Living (pp.)

Appearances at appeal:

Tenant(s): Gerardo Chow

Since the owner, who was the appellant, was not present for the appeal hearing, there were no arguments or presentations from either party. The Board allowed the tenant to provide public comment, after which Board members asked questions and deliberated on the case, then a motion was made.

Member Oshinuga made a motion that the Board finds that the appellant failed to demonstrate good cause for failing to file a response. However, the Board finds that jurisdiction is at issue, therefore, the Board remands the matter for a hearing. At the hearing, the owner shall be limited to the provisions of Regulation 8.22.110(E), and the owner shall be allowed to submit only evidence concerning exemption/jurisdiction. At least seven days before the hearing, both sides are allowed to submit any written documents concerning exemption to RAP, along with a proof of service stating they served these documents to the opposing party.

Chair Cucullu Lim seconded.

The Board voted as follows:

Aye:	Chair Cucullu Lim, C. Oshinuga, C. Jackson
Nay:	D. Ingram
Abstain:	None

The motion was approved.

b. L25-0029, CCC Property Management v. Tenants (pp.)

Appearances at appeal:

Owner Rep: John Tse

Tenant Representative: Sae Harshberger

Once the parties had time for discussion, the Board asked questions and then deliberated on the case. After consideration, they concluded, and a motion was made.

Member Oshinuga made a motion to remand this matter back to the hearing officer, as circumstantial evidence and testimonial evidence are appropriate forms of evidence in proving by a preponderance of the evidence that permits were obtained. Thus, the Hearing Examiner shall hold a hearing on all issues raised in the petition. Member Jackson seconded.

The Board voted as follows:

Aye: C. Oshinuga, C. Jackson
Nay: D. Ingram, Chair Cucullu Lim
Abstain: None

The motion failed.

After the vote, the Board members discussed why the motion failed and shared their thoughts about the issues involved. Following the discussion, the same motion was brought back for reconsideration.

The Board then voted as follows:

Aye: C. Oshinuga, C. Jackson, Chair Cucullu Lim
Nay: D. Ingram
Abstain: None

The motion was approved.

6. RESOLUTION RECOMMENDING AMENDMENT OF THE RENT ADJUSTMENT ORDINANCE TO ALLOW THE HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO ADOPT OR AMEND THE RENT ADJUSTMENT PROGRAM REGULATIONS WITHOUT CITY COUNCIL APPROVAL (pp.)

- a. Member Ingram reintroduced the resolution due to edits and modifications made to the language. These changes clarify the resolution but do not alter its original goal or intent. He requested that the revised language be reviewed and discussed, without changing the substance of the proposal.

The Board discussed the purpose of the changes and confirmed that the updates only clarified the language without changing the resolution's intent. The resolution had already been adopted previously; this discussion was only to review and approve the updated wording, not to change its purpose or intent.

**Chair Cucullu Lim made a motion to adopt the resolution as written.
Member Ingram seconded.**

Aye:	D. Ingram, Chair Cucullu Lim
Nay:	None
Abstain:	C. Oshinuga, C. Jackson

The motion was approved.

7. INFORMATION AND ANNOUNCEMENTS

- a. The next Board meeting, scheduled for November 13, will be the final meeting of 2025. Rent Adjustment Program services will continue during this time; however, appeal hearings, Board trainings and any meeting related activity will pause for the remainder of the year and resume in January 2026.

8. NEW BOARD BUSINESS

9. SCHEDULING AND REPORTS

- a. Further discussion of the Encampment Abatement Policy was tabled to a future meeting.

10. OPEN FORUM

- a. No speaker cards were submitted in person or online.

11. ADJOURNMENT

- a. Meeting adjourned at 9:02 pm.

CHRONOLOGICAL CASE REPORT

Case No.: T25-0117

Case Name: Mims v. Horejsi

Property Address: 3764 39th Ave. Apt D, Oakland, CA 94619

Parties: Michael Horejsi – Owner
Satchidananda Mims - Tenant

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	July 1, 2025
Owner Response filed	July 24, 2025
Tenant Petition Supplement Response to Landlord Answer to Petition	August 6, 2025
Owner Response to Tenant's Supplemental Response to Owner's Answer to Owner's Answer to Petition	September 4, 2025
Settlement Conference/ Remand Hearing Date	September 10, 2025
Dismissal	September 11, 2025
Tenant Appeal Submitted	September 24, 2025
Owner Response to Tenant Appeal	October 9, 2025

Griffin, Deborah A.

From: Leavitt, Jessica
Sent: Tuesday, July 1, 2025 6:09 PM
To: Griffin, Deborah A.
Subject: Fw: Subject: Tenant Petition Submission – Satchidananda Mims – 3764 39th Avenue, exhibits for new petition june 2025- too combine and file_Redacted.pdf;
Attachments: RAP_Petition_With_Stipulation_Retaliation_Capital_Info (1)-last and final.pdf; tenant petition 2025 june.pdf

thanks!

From: Hearings Unit <hearingsunit@oaklandca.gov>
Sent: Tuesday, July 1, 2025 6:07 PM
To: Leavitt, Jessica <JLeavitt2@oaklandca.gov>
Subject: FW: Subject: Tenant Petition Submission – Satchidananda Mims – 3764 39th Avenue,

Forwarding new petition from the hearings unit to be processed as usually.
Thank you,
L.

From: satchi mims <smims21@hotmail.com>
Sent: Monday, June 30, 2025 10:18 AM
To: Hearings Unit <hearingsunit@oaklandca.gov>
Subject: Subject: Tenant Petition Submission – Satchidananda Mims – 3764 39th Avenue,

Dear Rent Adjustment Program Hearings Unit,

Please find attached my completed Tenant Petition and supporting exhibits, submitted pursuant to Oakland Municipal Code Chapter 8.22. The petition challenges an unlawful rent increase scheduled to take effect August 1, 2025, asserts a significant reduction in housing services, and includes evidence of retaliatory conduct by the landlord following protected tenant activity.

Tenant Name: Satchidananda Mims
Rental Address: 3764 39th Avenue
Landlord: Michael E. Horejsi
Submission Date: June 29, 2025
Attached Documents:

- Tenant Petition Form (PDF)
- Narrative Supplement (PDF)
- Full Exhibit Packet (PDF)

I respectfully request confirmation of receipt and that this filing be processed for review and assigned to a hearing. Please let me know if any additional documents or corrections are needed to complete this submission.

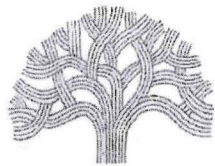
Thank you for your assistance.

Sincerely,

/s/ Satchidananda Mims

Satchidananda Mims

T25-0117 EL/BJ



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

RECEIVED
JUL - 1 2025
**RENT 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 Information

D 3764 39th Ave **D** Oakland, CA 94619
 Street Number Street Name Unit Number Zip Code
 Move-in Date: 07/24/1982 Initial Rent at Move-In: \$ 425 Current Rent: \$ 1194.00
 Is your rent subsidized or controlled by a government agency (such as HUD or Section 8), other than Oakland Rent Adjustment Program? (See page 5 "Jurisdiction" for more information)

☐ Yes
☒ No
☐ Not sure

[Reserved]

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

☒ I first received the RAP Notice on: 06/5/2002
☐ I was never provided with the RAP Notice
☐ I do not remember if I ever received the RAP Notice

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

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

Satchidananda **Mims**
 First Name Last Name
 Mailing Address (if different from above): P.O. Box 19304, Oakland, CA 94619
 Primary Telephone: 510-530-6345 Other Telephone: _____ Email: smims21@hotmail.com

First Name Last Name
 Mailing Address (if different from above): _____
 Primary Telephone: _____ Other Telephone: _____ Email: _____

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

First Name Last Name Firm/Organization (if any)
 Mailing Address: _____
 Phone Number: _____ Email: _____

Property Owner Information		
Property Owner		
Michael	Horejsi	
First Name	Last Name	
Company/LLC/LP (if applicable): N/A		
Mailing Address: 5326 Willow Glen Place, Castro Valley, CA 94546		
Phone Number: (775)-400-6464	Email: mhorejsi@aol.com	
Property Manager (if applicable)		
Michael	Horejsi	N/A
First Name	Last Name	Name of Management Company
Mailing Address: P.O. Box 2883, Castro Valley, CA 94546		
Phone Number: (775)-400-6464	Email: mhorejsi@aol.com	

GROUNDS FOR PETITION

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

A.	Unlawful Rent Increase(s) (Complete section A on page 3)	☒ (A1) I received a rent increase above the allowable amount.
		☒ (A2) I received a rent increase that I believe is unlawful because I was not given proper notice, was not properly served, and/or was not provided with the required RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program").
		☐ (A3) I received a rent increase and do not believe I should be required to pay it because a government agency has cited my unit for serious health, safety, fire, or building code violations. (You must attach a copy of the citation to your petition.)
		☒ (A4) Before serving the rent increase notice, the property owner failed to substantially comply with the annual registration and reporting obligations as required under Oakland Municipal Code, Section 8.22.510.
B.	Decreased Housing Services (Complete section B on page 3)	☒ (B1) The property owner is providing me with fewer housing services than I previously received and/or I am being charged for services originally paid for by the owner. (Check this box for petitions based on bad conditions/failure to repair.)
		☐ (B2) I am being unlawfully charged for utilities.
C.	Other	☐ (C1) My rent was not reduced after: a) a prior rent increase period for capital improvements, or b) after the owner received undeclared capital improvement benefits, or c) after an additional tenant for whom the owner was allowed an increase, vacated from the premises.

		☐ (C2) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.
		☐ (C3) The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).

A.	Unlawful Rent Increase(s)
	<i>(Complete this section if any of the grounds for petition fall under category A, above)</i>

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

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

Date received rent increase notice: (Month/Day/Year)	Date rent increase went into effect: (Month/Day/Year)	Amount of increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
06/21/2025	08/01/2025	\$ 1194	\$ 1223	☒	☐
05/27/2025	08/01/2025	\$ 1194	\$ 1249	☐	☒
		\$	\$	☐	☐
		\$	\$	☐	☐
		\$	\$	☐	☐

B.	Decreased Housing Services
	<i>(Complete this section if any of the grounds for petition fall under category B, above)</i>

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

- 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.*

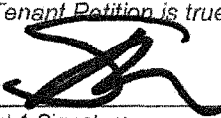
	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1.	Persistent kitchen & bathroom sink clogging	01/15/2025	Multiple dates, including 04/14/2025	04/17/2025	\$ 409.32

2.					\$
3.					\$
4.					\$

TENANT VERIFICATION

(Required)

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



Tenant 1 Signature

6/29/2025

Date

Tenant 2 Signature

Date

CONSENT TO ELECTRONIC SERVICE

(Highly 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 and other parties may send certain documents (except a response to petition) only electronically and not by first class mail.

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

MEDIATION PROGRAM

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

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

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

Tenant Signature

Date

INTERPRETATION SERVICES

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

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

- ☐ Spanish (Español)
☐ Cantonese (廣東話)
☐ Mandarin (普通话)
☐ Other: _____

-END OF PETITION-



**CITY OF OAKLAND
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).**

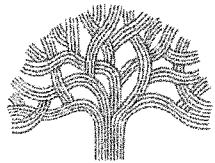
- **TO RESPOND:**

- 1) Complete and sign 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) Complete a **PROOF OF SERVICE (POS)** form (which is attached to the Response form and also available on the website) and provide an unsigned copy of the **POS** to the tenant (or tenant's representative) together with a copy of your signed **PROPERTY OWNER RESPONSE** form.
- 3) 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.

***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

**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 complete but unsigned copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File your completed and signed copy of this PROOF OF SERVICE form with RAP together with your Petition. Your Petition will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 6 / 30 / 2025 I served a copy of (check all that apply):

☒ **TENANT PETITION** plus 70 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):

☒ **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.

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

///

///

///

PERSON(S) SERVED:

Name	Michael E. Horejsi
Address	P.O. Box 2883
City, State, Zip	Castro Valley, CA 94546

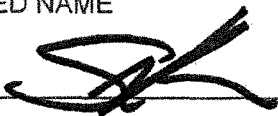
Name	
Address	
City, State, Zip	

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

Satchidananda Mims

PRINTED NAME

SIGNATURE



6/30/2025

DATE SIGNED

IMPORTANT INFORMATION REGARDING FILING YOUR PETITION

TIME TO FILE YOUR PETITION

Your Tenant Petition form must be received by the Rent Adjustment Program within the required time limit for filing. RAP staff cannot grant an extension of time to file your Petition.

- For Petitions contesting a rent increase, you have 90 days from the date of notice of increase or from the first date you received the RAP Notice (whichever is later) to file a Petition. If you did not receive a RAP Notice with the rent increase you are contesting but have received one in the past, you have 120 days to file a Petition. If you have never received a RAP Notice, you may contest all rent increases.
- For Petitions claiming decreased housing services, you have 90 days from either the date you first became aware of the decreased service or the date you first received the RAP Notice (whichever is later) to file a Petition. If the decreased housing service is ongoing, you may file a Petition at any time. See O.M.C. §§ 8.22.090 (A)(2)-(3) for more information.

CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

To make an appointment, email RAP@oaklandca.gov or call (510) 238-3721. Although the Housing Resource Center is temporarily closed for drop-in services, assistance is available by email or telephone.

DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

All attachments submitted together with your Petition must be numbered sequentially. You may submit additional evidence in support of your Petition up to seven days before your hearing¹. You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

REMINDER: Once a petition and its attachments are submitted to the RAP they become public records. Please redact any private information (such as social security numbers, bank account numbers, credit card numbers and similar financial data) from the documents you submit as part of this petition. If you have any questions, you may contact RAP staff at (510) 238-3721 or by email at RAP@oaklandca.gov.

Additionally, all documents submitted to the RAP, including but not limited to emails, petitions, attachments, potential evidence, text messages, screenshots, etc., are a part of the file in your case and all parties to a case are entitled to have access to this information.

SERVICE ON PROPERTY OWNER

You are required to serve ALL the following documents on the property owner and/or the property owner's representative:

1. Copy of RAP form entitled "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (*included in petition packet and available on RAP website*).
2. Copy of completed Petition form and attachments.
3. Completed PROOF OF SERVICE form (*included in petition packet and available on RAP website*).

You may serve the property owner and/or the owner's representative by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Petition. Your Petition will not be considered complete until a PROOF OF SERVICE form is filed indicating that the owner has been served. Note that you cannot serve a Petition by email, even if you have an agreement to electronic service between the parties, because the Ordinance requires service by mail or in person.

¹ Note that certain documents are required to be submitted with the Petition. See petition for details.

FILING YOUR PETITION

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Petitions via email during the COVID-19 local state of emergency. You may also fill out and submit your Petition online through the RAP website or deliver the Petition to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your Petition by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Petition.

Via email: hearingsunit@oaklandca.gov

Mail to: City of Oakland
Rent Adjustment Program
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243

File online: <https://www.oaklandca.gov/services/file-a-tenant-petition>

In person: TEMPORARILY CLOSED
City of Oakland
Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313

AGREEMENT TO ELECTRONIC SERVICE

Except for service of a petition or a response to a petition, documents may be electronically served on you when you have agreed to receive electronic service from the Rent Adjustment Program and from the other party/parties to the case. .

AFTER PETITION IS FILED

The property owner has 30 days after service of the Petition to file a Response (35 days if served by mail). The property owner must serve you with a copy of their Response form and any attachments filed with the Response. In most cases, RAP will schedule a hearing. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing will only be postponed for good cause.

FILE/DOCUMENT REVIEW

Either party may contact RAP to review the case file and/or to request copies of any documents pertaining to the case at any time prior to the scheduled hearing.

JURISDICTION

Please note that if your rent is controlled or subsidized by any other governmental agency, your unit is not covered by the Rent Adjustment Ordinance and the Oakland Rent Adjustment Program does not have jurisdiction over your claim. O.M.C. § 8.22.030 (A)(1).

FOR MORE INFORMATION

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq.*). For more information on rent increases, including the list of the annual allowable CPI rates and calculators for certain justifications, see: <https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases> or you can refer to the Guide on Oakland Rental Housing Law at <https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf>. You may also contact a RAP Housing Counselor with questions at any time by emailing RAP@oaklandca.gov or calling (510) 238-3721.

RENT ADJUSTMENT PROGRAM (RAP) - TENANT PETITION SUPPLEMENT

Tenant Name: Satchidananda Mims

Mailing Address: P.O. Box 19304, Oakland, CA 94619

Rental Address: 3764 39th Avenue, Apt D, Oakland, CA 94619

Phone: 510-530-6345

Email: smims21@hotmail.com

Landlord Name: Michael E. Horejsi

Landlord Address: P.O. Box 2883, Castro Valley, CA 94546

SECTION I: BASIS FOR SUPPLEMENTAL PETITION

This supplemental petition is submitted pursuant to Oakland Municipal Code (OMC) Chapter 8.22, specifically Sections 8.22.070 and 8.22.090. The tenant challenges the validity of a rent increase effective August 1, 2025, and asserts a concurrent reduction in housing services that precludes any lawful increase.

SECTION II: UNLAWFUL RENT INCREASE (EFFECTIVE AUGUST 1, 2025)

Tenant received two conflicting rent increase notices:

- A May 27, 2025, notice raising rent to \$1,249, claiming 6.9% total CPI (including ineligible COVID-era CPI from 2020–2021). See pages 37-38, Exhibit H.
- A June 21, 2025, notice lowering the increase to \$1,223, with a revised banked CPI amount but similarly misstating tenant rights under OMC § 8.22. See pages 39-40, Exhibit H.

These inconsistent notices violate OMC § 8.22.070(D) and RAP Regulation § 6.2.1 by failing to clearly state a lawful rent amount and disclosing the basis for the increase. The June 21 notice was issued while a capital improvement petition (RAP Case No. L25-0041) is still pending, constituting improper rent stacking in violation of OMC § 8.22.070(E) and RAP Guidelines § 10.2.5.

Grounds for Challenge:

1. The August 2025 rent increase notice is **defective** under OMC § 8.22.070(D) due to failure to provide a clear breakdown of the basis for the increase, including banked CPI from ineligible years (2020–2021).

2. The increase appears to unlawfully include CPI amounts from years covered by the Oakland COVID-19 Rent Freeze (OMC Emergency Ordinance 13589), which **cannot be banked or applied retroactively**.
3. The landlord continues to **convert late fees and alleged prior balances** into "rent" without RAP approval or lawful authority. This includes amounts discharged in bankruptcy in 2024 and prior RAP-disputed surcharges.

Relief Requested:

- That the Rent Adjustment Program deems the August 2025 increase **unlawful and invalid**.
 - That any collected increase from August 1, 2025, onward be **refunded or credited**.
 - That the tenant's rent be returned to its prior lawful level of \$1,194/month.
-

SECTION III: REDUCTION IN HOUSING SERVICES (PLUMBING FAILURE)

Beginning in January 2025, the tenant experienced chronic drainage problems with both the kitchen and bathroom sinks. The landlord made repeated personal attempts to repair the plumbing, but each effort was incomplete or ineffective, and the problem worsened over time.

By April 2025, both sinks became completely unusable. After notifying the landlord again and citing Civil Code §§ 1941.1 and 1942.1, the tenant was forced to hire Albert Nahman Plumbing, a licensed contractor, and paid \$409.32 out-of-pocket for professional repairs.

Despite being responsible for plumbing maintenance under California law and local code, the landlord later billed the tenant \$250 for the very same repair, further exacerbating the harm caused by the service failure.

These events constitute a significant reduction in housing services and support a claim for:

- A rent reduction from January through May 2025,
- Reimbursement of \$409.32, and
- A finding that services remain contested and unresolved, making any rent increase improper under OMC § 8.22.070(D).

Grounds for Petition:

1. Beginning on or about April 6, 2025, the kitchen and bathroom sinks became severely clogged.
2. The tenant reported the issue on April 14 and again on April 15, 2025, citing legal obligations under Civil Code sections 1941.1 and 1942.1.
3. The landlord refused to authorize repairs, stating that it was the tenant's responsibility. This refusal was repeated in writing and during visits.

4. The tenant ultimately paid **\$409.32** out of pocket to hire a licensed plumber, who confirmed the issue was due to **normal wear and tear**, not tenant misuse. See exhibit C.
5. The landlord subsequently billed the tenant \$250 for the repair and continues to claim that the plumbing repair is the tenant's obligation. See page 61, Exhibit J.

Relief Requested:

- The Rent Adjustment Program finds that there has been a **reduction in housing services** as defined under OMC § 8.22.070.
- That the tenant be reimbursed for the **\$409.32 plumbing expense** or granted a corresponding **rent reduction**.
- That no rent increase be allowed during or following a period in which essential services were denied.

SECTION IV: LEGAL TENANCY BY OCCUPANCY AND LANDLORD CONSENT

Although I was not a signatory to the original lease, I was authorized to live here under section 5 of the original lease as a child; I am a lawful tenant under the Oakland Rent Adjustment Ordinance. I have resided continuously at the property for many years, during which time the landlord accepted direct rent payments from me and issued receipts in my name. California courts have consistently recognized that occupants in similar circumstances qualify as tenants entitled to full statutory protections. See *Getz v. City of West Hollywood* (1991) 233 Cal.App.3d 625; *Cobb v. San Francisco Rent Bd.* (2002) 98 Cal.App.4th 345; *T & A Drolapas & Sons, LP v. SF Rent Bd.* (2015) 238 Cal.App.4th 646; *Mosser Cos. v. SF Rent Bd.* (2015) 233 Cal.App.4th 505. These cases make clear that long-term residents who remain with the landlord's knowledge and whose rent is accepted become tenants by occupancy.

Additionally, I was a named party to a 2016 court-approved stipulation in an unlawful detainer case (Alameda County Case No. RG16-821622), which explicitly stated that I could remain in possession of the unit and would become a 'tenant in good standing' upon compliance with its terms. The landlord signed the stipulation, both parties' and his counsel, and the Superior Court. This court-ordered history further confirms that I am not an unauthorized occupant and that I hold tenancy status under Oakland's Rent Adjustment Ordinance.

SECTION V: SUPPORTING EVIDENCE

This petition supplement references the following documents already submitted in prior or concurrent filings:

- **Exhibit A:** Tenant's April 14 & 15, 2025 Letters Requesting Repair
- **Exhibit B:** Landlord Emails and Letters Refusing Repair Responsibility
- **Exhibit C:** Plumber Invoice for \$409.32 (Albert Nahman Plumbing)

- **Exhibit D:** Payment Confirmation and Tenant Bank Statement
- **Exhibit E:** Landlord's \$250 Plumbing Charge Demand Letter
- **Exhibit F:** Rent Ledger showing conversion of fees to rent and improper charge practices
- **Exhibit G:** Attorney Letter dated April 23, 2025, referencing statutory obligations
- **Exhibit H:** RAP Petition Filed March 2025 and May 2025 RAP Denial (showing context of landlord retaliation)
- **Exhibit I:** Court Stipulation 2016. This stipulation proves the tenant's long-term occupancy and lawful tenancy status, rebutting the landlord's claim that the tenant is unauthorized.
- **Exhibit J:** Landlord Cease-and-Desist Letters and 60-Day Notice to Vacate. These documents demonstrate retaliation following protected tenant activity and support a violation of OMC § 8.22.370 and Civil Code § 1942.5.

SECTION VI: REQUEST FOR RELIEF

Tenant respectfully requests that the Rent Adjustment Program:

- Invalidate the August 2025 rent increase as defective and unlawful;
- Acknowledge and compensate for the reduction in housing services through rent rollback or refund.
- Investigate the landlord's pattern of misconduct, including billing for services refused and misclassifying rent.
- Prevent any future increase until full compliance with OMC and RAP rules is demonstrated.

SECTION VII: RETALIATION FOR PROTECTED ACTIVITY

Since asserting my tenant rights and responding to unlawful rent increases and service reductions, the landlord has issued multiple cease-and-desist notices and a 60-day notice to vacate—falsely labeling me an 'unauthorized occupant.' These actions occurred shortly after I:

- Requested habitability repairs in writing,
- Paid a licensed plumber due to the landlord's refusal to act,
- Filed and responded to RAP petitions regarding rent increases.

These actions constitute retaliation under:

- Oakland Municipal Code § 8.22.370, and
- California Civil Code § 1942.5, which prohibits evictions and harassment in response to a tenant's exercise of legal rights.

Relief Requested:

- That the Rent Adjustment Program determines retaliation has occurred;
- That tenant be protected from retaliatory eviction or harassment under applicable laws.

Submitted by:

Satchidananda Mims

Date: 6/29/2025

****FULL EXHIBIT COVER SET****
(Tenant Petition Filed by Satchidananda
Mims)

Exhibit A**Tenant Repair Request and Legal Citation (April 14–15, 2025)**

These documents show the tenant made timely repair requests and cited Civil Code obligations. They support the claim that the landlord ignored repair responsibilities for essential plumbing services.

SATCHIDANANDA MIMS
PO Box 19304 ~ Oakland, California 94619

(510) 530-6345

smims21@hotmail.com

Date: April 14, 2025

Michael Horejsi
P.O. Box 2883
Castro Valley, CA 94546

RE: Formal Notice – Request for Sink Repair (Kitchen and Restroom Clogs)

Dear Mr. Horejsi,

I am following up in writing regarding the clogged kitchen and restroom sinks at my unit. As you are aware, you previously addressed this issue on or about January 14, 2025, and replaced the restroom sink on January 23. While the issue initially appeared resolved, both sinks have again started backing up.

As of April 6, 2025, I began noticing slow drainage. As of today, April 14, the water is no longer draining properly and appears to be backing up between both sinks. I attempted to resolve the issue using a plunger, but it was not successful.

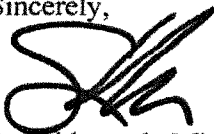
When you visited recently, you mentioned that a plumber would be necessary but stated that I would be responsible for the cost. I must respectfully clarify that this is not accurate under California law.

Pursuant to *Civil Code* § 1941.1, landlords are required to maintain plumbing in good working order. Furthermore, *Civil Code* § 1942.1 prohibits landlords from waiving or transferring that duty to tenants. This legal obligation is reinforced by case law, including *Green v. Superior Court* (1974) 10 Cal.3d 616, which affirmed the landlord's duty to provide a habitable residence, and *Knight v. Hallsthammar* (1981) 29 Cal.3d 46, which held that this duty cannot be waived.

Given the continuing drainage issue, I request that you promptly schedule a licensed plumber to inspect and repair the plumbing at your expense, as required by law. Please let me know when this will occur.

Thank you for your prompt attention to this matter.

Sincerely,



Satchidananda Mims

000028

PARKER · STANBURY LLP

4

ATTORNEYS AT LAW

444 SOUTH FLOWER STREET

NINETEENTH FLOOR

LOS ANGELES, CA 90071-2901

TELEPHONE (213) 622-5124

FAX (213) 622-4858

E-MAIL: LA@PARKSTAN.COM

DOUGLASS H. MORI
JOHN D. BARRETT, JR. *
J. LUIS GARCIA †
DAVID E. COWAN
GEORGE A. HUNLOCK
RICARDO A. MERCADO
MATTHEW W. DAVIS
REYNALDO C. SANTOS
B. PETER LEE
MARCUS BASTIDA
ROSEMARIE MERRILL
DAVID C. LANE
MATTHEW L. MAY
ALEX L. SHIA

GLENN M. HABAS
JAMES L. WOLFSEN
KELLY A. SHERIDAN
HANS W. CHEN
AARON U. FREEMAN
GREGORY T. FONG
JOSEPH R. SERPICO
ROCCO A. PAPALIA
CLAUDIA M. PALENCIA
KRISTOFFER M. GARRISON
MICHAEL COMPTON
CARL H. STARRETT II
SHARIE ZAHAB
ALEXIS MOORE

LINDA IRELAND
BRIDGET ESQUIBIAS
GABRIELA CARRILLO
JEFF H. GREEN
MATTHEW T. SALABEN
JACQUELINE PHAM
COLLETTE BONYADI
CLEMENT K. CHIH

OF COUNSEL:

SANAM NAVAB
MEGAN E. GALLAGHER
LARS F. KUSHNER
PATRICIA MILLER
KYLE C. BENKIE
LINDA H. MUCHAMEL
LAURIE HOWELL
ANTHONY F. SGHERZII

* ASSOCIATE IN AMERICAN BOARD OF TRIAL ADVOCATES

† MEMBER OF AMERICAN BOARD OF TRIAL ADVOCATES

HARRY D. PARKER (1891-1976)
RAYMOND G. STANBURY (1904-1966)

April 23, 2025

Michael E. Horejsi
P.O. Box 2883
Castro Valley, CA 94546
Email: mhorejsi@aol.com

Dear Mr. Horejsi:

Re: Plumbing Deficiencies and Habitability
Our File No.: CA-3ZK-BNA

We consulted with your tenant Satchidananda Mims regarding ongoing issues affecting the plumbing and habitability of the is unit.

Mr. Mims has informed me that, despite his written notices dated April 14 and April 15, 2025, you have refused to address a plumbing deficiency impacting the kitchen and bathroom sinks. Instead, in your April 17, 2025 letter, you accused Mr. Mims of causing the damage without providing any licensed plumber's report, photographic evidence, or other objective proof to substantiate your claims. You also improperly demanded that Mr. Mims hire and pay for the necessary repairs.

Please be advised of the following:

1. **Habitability Obligations:** Under California Civil Code § 1941 and § 1941.1, a landlord is required to maintain plumbing facilities in good working order. Habitability cannot be waived, and responsibility for repairs may only shift to a tenant where there is clear, substantial evidence of tenant-caused damage (Civil Code § 1941.2). To date, you have failed to meet this burden.
2. **Lack of Substantiating Evidence:** Your accusations rely solely on anecdotal claims and your own belief, without a licensed plumber's finding or credible inspection. A landlord's unsupported assertions are insufficient under California law to avoid repair obligations.
3. **Retaliation Prohibited:** Your accusatory tone, reference to litigation history, and attempt to shift financial liability to the tenant in response to a request for repairs may constitute retaliation in violation of Civil Code § 1942.5. Any further adverse action against Mr. Mims may expose you to statutory penalties, attorney's fees, and other remedies.

000029

April 23, 2025

Page 2

4. **Repair-and-Deduct Rights Reserved:** Mr. Mims reserves the right to proceed with a lawful "repair and deduct" remedy under Civil Code § 1942 if repairs are not commenced and completed within a reasonable time after written notice.

Should you continue to refuse repairs or engage in further retaliatory conduct, Mr. Mims may pursue all available legal remedies. Please confirm in writing by **May 7, 2025** that you will arrange for a licensed plumber to promptly inspect and repair the plumbing deficiencies at no cost to Mr. Mims. If we do not receive your confirmation and action by this date, Mr. Mims will proceed accordingly, including exercising his rights under California law without further notice.

Nothing contained herein shall be deemed a waiver of Mr. Mims' rights, claims, or remedies, all of which are expressly reserved.

Very truly yours,

PARKER · STANBURY LLP

By 

Carl H. Starrett II

cc: Satchidananda Mims

000030



Request for Sink Repair – Kitchen and Restroom Clogs

From satchi mims <smims21@hotmail.com>

Date Mon 4/14/2025 9:44 AM

To mhorejsi@aol.com <mhorejsi@aol.com>

Subject: Request for Sink Repair – Kitchen and Restroom Clogs

Dear Mr. Horejsi,

The kitchen and restroom sinks are clogged again. You previously addressed this issue on or about January 14, 2025, and replaced the restroom sink on January 23, which seemed to resolve the problem at the time.

However, beginning around April 6, I noticed that the sinks were draining slowly again. As of today, April 14, the water now appears to be backing up between both sinks and is no longer draining properly. I've tried using a plunger, but it has not resolved the issue.

Please let me know when you are available to come by and address this. I will also follow up by phone to ensure you got this message.

Thank you for your attention.

Sincerely,

Satchidananda Mims

000031



Subject: Follow-Up on Sink Clogs and Repair Responsibility

From satchi mims <smims21@hotmail.com>

Date Mon 4/14/2025 12:23 PM

To mhorejsi@aol.com <mhorejsi@aol.com>

Subject: Follow-Up on Sink Clogs and Repair Responsibility

Dear Mr. Horejsi,

Thank you for coming by to assess the sink issue. During your visit, you mentioned that a plumber is necessary and that I would be responsible for the cost. I want to clarify that under California law, it is the landlord's responsibility — not the tenant's — to maintain the plumbing in good working order.

Pursuant to **Civil Code § 1941.1**, a landlord is obligated to ensure that "plumbing and gas facilities are maintained in good working order." Additionally, **Civil Code § 1942.1** prohibits any lease provision that waives or transfers this responsibility to the tenant.

This has been consistently upheld by the courts. For example, in **Green v. Superior Court (1974) 10 Cal.3d 616**, the California Supreme Court held that landlords have a duty to maintain residential units in a habitable condition, including plumbing, and that failure to do so may breach the implied warranty of habitability. Similarly, in **Knight v. Hallsthammar (1981) 29 Cal.3d 46**, the court ruled that this duty is non-waivable and cannot be shifted to the tenant through the lease or otherwise.

Given that the plumbing issue affects both the kitchen and restroom sinks, and prior repair attempts have not resolved it, I respectfully request that you schedule a licensed plumber to fully address the problem without further delay.

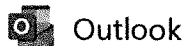
Please confirm when this will be done.

Sincerely,

Satchidananda Mims

Exhibit B**Landlord Emails or Letters Denying Responsibility**

These communications demonstrate the landlord's refusal to repair plumbing issues, shifting the burden to the tenant. This supports the claim of service reduction and habitability violations.



Re: Subject: Follow-Up on Sink Clogs and Repair Responsibility

From mhorejsi@aol.com <mhorejsi@aol.com>

Date Thu 4/17/2025 3:38 PM

To satchi mims <smims21@hotmail.com>

Dear Mr. Mims,

I left a letter on your door regarding this matter explaining my position, no one was home at the time. Your complaint is not about faulty plumbing, it is about your use of the plumbing in causing a blockage. I cannot control that. Only you have control over what is allowed into the drains. Please give me a call and let me know what you have decided.

Thanks,

Mike

On Monday, April 14, 2025 at 12:23:13 PM PDT, satchi mims <smims21@hotmail.com> wrote:

Subject: Follow-Up on Sink Clogs and Repair Responsibility

Dear Mr. Horejsi,

Thank you for coming by to assess the sink issue. During your visit, you mentioned that a plumber is necessary and that I would be responsible for the cost. I want to clarify that under California law, it is the landlord's responsibility — not the tenant's — to maintain the plumbing in good working order.

Pursuant to **Civil Code § 1941.1**, a landlord is obligated to ensure that "plumbing and gas facilities are maintained in good working order." Additionally, **Civil Code § 1942.1** prohibits any lease provision that waives or transfers this responsibility to the tenant.

This has been consistently upheld by the courts. For example, in **Green v. Superior Court (1974) 10 Cal.3d 616**, the California Supreme Court held that landlords have a duty to maintain residential units in a habitable condition, including plumbing, and that failure to do so may breach the implied warranty of habitability. Similarly, in **Knight v. Hallsthammar (1981) 29 Cal.3d 46**, the court ruled that this duty is non-waivable and cannot be shifted to the tenant through the lease or otherwise.

Given that the plumbing issue affects both the kitchen and restroom sinks, and prior repair attempts have not resolved it, I respectfully request that you schedule a licensed plumber to fully address the problem without further delay.

Please confirm when this will be done.

Sincerely,

000034

Satchidananda Mims

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

19 May 2025

Re: Plugged Sinks

Dear Mr. Mims,

A plumber responded to your apartment on 15 May 2025. It did not take much time to clear the drains in the kitchen and bathroom.

Whatever was in the drain was dislodged and flowed into the branch line leading to the main drain. This clog in your apartment drain appears to have not dissolved when freed.

On 16 May 2025 the tenant below your apartment complained that her toilet was overflowing when you flushed your toilet. To me this indicates the clog in your pipes did not dissolve and was still interfering with the flow to the main drain. Upon arriving to check her obstruction complaint it was determined that the clog, whatever it was moved through the branch line into the main sewer line. Hopefully the material will move through the main drain line.

On a previous clog we found whole onion peels in the drain pipe. I would recommend you no longer try to run those through or any other vegetable peels through the garbage disposal. A garbage disposal should not be used as a primary source of disposing trash. Rather, it should only be reserved to deal with small bits of plate scrapes after eating in the process of washing dishes. Also, as a reminder no oils or fats should be disposed of down the drain as they can solidify in the pipes can cause future issues. Other common items to avoid putting down your drain include coffee grounds, egg shells, paint, produce stickers, bones, paper products and so on. Lastly, when using the disposal be sure to turn on the water prior to running the disposal and plenty of water during the use of the disposal.

Thanks for your cooperation,


Mike Horejsi
Housing Provider

Carl H. Starrett II
Parker Stanbury LLP
444 South Flower St. 19th Fl.
Los Angeles, CA 90071

29 April 2025

Re: Plumbing Deficiencies and Habitability letter response
Your file No.: CA-3ZK-BNA

Dear Mr. Starrett,

In your letter of 23 April 2025, you refer to Mr. Mims as a tenant. I would assume a legal professional like yourself, in order not to commit malpractice, would have obtained a copy of a rental agreement to rent the property and verify that he has full tenant's rights. None exist, Mr. Mims has never had a rental agreement nor my permission as the owner to remain in the unit once the actual tenant passed away.

It is my understanding that State and local law, OMC 8.22 defines a tenant as a person who has legal right to use or occupy a covered rental unit either through written or oral agreement. Mr. Mims is not a part to either agreement.

Mr. Mims is by legal definition an unauthorized occupant. He has been permitted to stay on the property due to his continuous, on-going, litigation efforts against me over the last 9+ years. His most recent litigation efforts have now been settled by an appellate review again denying his claims. His deceased mother is the legal tenant.

Mr. Mims has no rights afforded by the rental agreement because he is not on it. He is an unauthorized occupant that resides in the property "as-is" for their stay. They have no standing to request any repairs or changes to the unit.

The occupant has no right to repair and deduct the cost of unclogging a drain he clogged. He further has no standing as a tenant.

Thank you,



Mike Horejsi
Housing Provider

000037

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

15 April 2025

Re: Sink Clog and repair responsibility

Dear Mr. Mims,

Concerning your request citing civil code for the landlord to maintain the plumbing in good working order, it is, and I have. However, if a plumbing problem is directly caused by a tenant's negligence or intentional actions the tenant is responsible for the repairs. You cited ccc 1941.1 stating that "plumbing and gas facilities are maintained in good working order." There is no disagreement with this part of the code. The plumbing in your apartment was operational and has been for years.

The issue at hand is that you are required by CCC 1941.2(a) "No duty on the part of the landlord to repair a dilapidation shall arise under Section 1941 or 1942 if the tenant is in substantial violation of any of the following affirmative obligations, provided the tenant's violation contributes substantially to the existence of the dilapidation or interferes substantially with the landlord's obligation under Section 1941 to effect the necessary repairs:"

1941.2(a)(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

In this case, it is the tenant's responsibility whether accidentally or intentionally to not repeatedly plug the drains by putting unacceptable material down the garbage disposal. Unacceptable material includes grease, onion peels, or any other item that would plug the drain. In your case, you are the only one that has access to your apartment. Therefore, the drain has been plugged by items you put down the drain from either the bathroom or kitchen.

You cited two cases in your letter, neither of which speak to the situation of when a tenant's intentionally or accidentally cause the problem like this situation we have now. This is more accurately covered by CCC 1941.2

You previously complained of the same problem in Jan 2025. At that time, we unplugged the drain and removed onion peelings from the drain and may have been the cause of the clog. The plumbing apparently worked fine until now. At the time of cleaning the drain, we simultaneously had to run water as we snaked the pipe to clear the system from whatever material caused the clog.

On Saturday March 1, 2025, just before midnight the tenant in apartment B below you complained of her toilet running over. Her toilet overflowed every time you flushed your toilet or ran water. There was a large amount of black residue which I believed to be dirt in her toilet, and I wondered how it got there. This could only come from your apartment's drain line because no other unit in the building is attached to her drain line other than yours.

The plumbers were called, and they thoroughly cleaned the line from her unit to the main sewer line. They ran a camera through the line to confirm that the drain pipe was cleared. The cost for this plumbing service was \$3000.

After giving this considerable thought, I believe something came from your unit that got stuck in the main drain and caused all waste water to back up into her apartment.

We cleared your drain with a snake around January 15, 2025. It's my position that given your past documented history of creating damage to the unit and failing to pay for those damages and considering the fact that you have been in continual litigation with me going on 9-years now, that you are intentionally attempting to harass me and cost me a great deal of money by clogging your drains at this time. I believe your plugged drains are through actions by yourself and would be considered improper use of drain plumbing system by the tenant as discussed under CCC 1941.2.

In my view, your actions caused the drain to be plugged. As such, you are required to hire a plumber, allow them into your unit when you can be there and, pay for the work performed since you caused the problem. Please let me know when the plumber will be there, and I will attempt to be there to identify if somehow there is any problem with the plumbing itself.

Also, let me know if you have any questions or have any citations that do show you have the right to repeatedly plug drains in your apartment and request that the landlord pay for those damages for you.

Thanks,



Mike Horejsi
Housing Provider

Exhibit C

**Albert Nahman Plumbing Invoice – \$409.32 (Service Date:
April 17, 2025)**

**The invoice from a licensed plumber confirms the sink
clogs were not tenant-caused and required professional
repair. It documents tenant's expense and corroborates
habitability issues.**



Albert Nahman
PLUMBING, HEATING,
AND COOLING

Albert Nahman Plumbing, Heating, and Cooling
2616 Barrington Court
Hayward, California 94545
Phone: 510-843-6904
TEXT 510-655-6719
Email: info@albertnahmanplumbing.com
LIC# 1083634

Invoice 244539164
Invoice Date 5/15/2025
Completed Date 5/15/2025
Payment Term Due Upon Receipt
Due Date 5/15/2025

16

Billing Address
Micheal E Horejsi (Land Lord)
3764 39th Avenue #d
Oakland, CA 94619 USA

Job Address
Satchidananda Mims (Tenant)
3764 39th Avenue #d
Oakland, CA 94619 USA

Description of work

Upon arrival, customer stated he had a back up in the bathroom sink also was affecting the kitchen sink took the p-trap apart in the bathroom sink ran the snake down approximately 10 to 15 feet clogged cleared immediately ran a bunch of water in the kitchen sink ran a bunch of water in the bathroom sink line is open draining and flowing properly no warranty on clog Did not find anything in the line seem like normal wear and tear in the pipes nothing abnormal.

Service #	Description	Quantity	Your Price	Total
SNKSTP-120	Clear your lav sink drain to remove blockage.	1.00	\$409.32	\$409.32

Paid On	Type	Memo	Amount
5/15/2025	Visa		\$409.32

Potential Savings \$40.93 - \$40.93		Sub-Total	\$409.32
		Tax	\$0.00
		Total	\$409.32
		Payment	\$409.32
		Balance Due	\$0.00

For ON-LINE PAYMENT please go to <https://www.albertnahmanplumbing.com/financing/> and click on the Payment Options. Unpaid balances will be subject to monthly interest, late fee and collection agency. Please pay from this invoice. Thank you!

Terms: DUE UPON COMPLETION

Albert Nahman Plumbing, Heating, And Cooling

Home Improvement Contract Terms:

I Micheal E Horejsi (Land Lord) agree to have a technician from Albert Nahman Plumbing, Heating, And Cooling perform diagnosis, repair, maintenance, upgrades or service to my existing equipment and /or system with the full knowledge that unknown problems may not be revealed until the diagnosis, repair, maintenance, upgrade or service has occurred. I assume the risk involved in attempting to diagnose, repair, service, maintain or upgrade an older piece of equipment or systems and I agree to pay \$409.32 for the diagnosis, repair, maintenance, upgrade or service in full regardless of the potential risk.

THIS AGREEMENT made the date printed at the top of this Contract between Albert Nahman Plumbing, Heating, And Cooling, whose address is 2616 Barrington Court, Hayward, California 94545, Contractors State License No. 1083634 (hereinafter referred to as "CONTRACTOR"), and the above named OWNER at the address printed at the top of this agreement (hereinafter referred to as "HOMEOWNER", "OWNER" or "BUYER").

Terms and Conditions

Date 5/15/2025

000041

Account Details

Free Checking
*243054 

\$352.22
Available Balance
Current Balance \$398.97

Transaction Details

Type

Keyword

Date

All ▼

albert

Last 30 Days ▼

Search

Clear Search

Show advanced

In Process Transactions

Date	Description	Amount
There are no upcoming transactions.		

Past Transactions

Date ▼	Description	Amount
May 15	Withdrawal @ PDV DBA ALBERT NAHM 0 PDV DBA ALBERT N 510-8436904 CA US	<u>-\$409.32</u>

SATCHIDANANDA MIMS
PO BOX 19304 510-630-6345
OAKLAND, CA 94619

125

.18

April 5, 2025
Date

90-7526/3211
56

Pay to the
Order of

Michael Horejsi

\$1194.00

One thousand one hundred ninety four only

Dollars



Photo
Safe
Deposit
Box

Golden1
Credit Union

golden1.com

For Rent: 3764 3rd Ave Apt D

[Signature]

0125

Mims legal classification is unauthorized occupant.

Received Check # 125 for the amount of \$1194 on 5 April 2025

Legitimate overdue requirements, Deposit increase of \$1,300. Notice Issued on Feb. 21, 2019; Due on April 1, 2019.

Delinquent rent increases awarded by the Rent Adjustment Program [RAP] - Due Sept. 1, 2019 [NOT PAID]

		Delinquent	
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.04	} Pd 4 May 22 32 months late
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017	\$1,385.04	
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018	\$2,209.92	
Total Delinquent rent as of Sept. 30, 2019:		\$3,948.00	

Due to a failure to pay the basic CPI per OMC, late charges have accrued for 36 months. These late charges will continue to increase at a rate of \$50 per month, until all delinquent rent and late charges are paid in full.

Total late charges accrued through Sept. 30 2019: \$1,800.00

Based on the Rent Board ruling in Case #T19-0415, Rent was increased to \$1,130 per month. The basic rent due upon removal of the parking fee is \$1,105.00 per month.

Monthly rent increase effective Oct. 1, 2019 to \$1,130.00 Prior Delinquent rent & fees: 750⁰⁰

Date 5 April 2025 Rent due 1194 + 750 minus parking fee of \$25.00

Late charges 50⁰⁰ Total due 1994⁰⁰ 1844 + 50

Total paid 1194 Delinquent rent commencing 1 May 25: \$ 800⁰⁰
Date

RENT BOARD FEES: \$50.00 - UNPAID & DUE Pd 10 May 25

Michael S Horejsi
Michael Horejsi, Owner

Credit Bankruptcy Relief
#4365 Debt Nov 2024

000043

Exhibit D**Proof of Payment for Plumbing Repairs**

This evidence proves the tenant paid \$409.32 out-of-pocket due to landlord inaction, reinforcing the request for reimbursement and rent reduction.



Albert Nahman
PLUMBING, HEATING,
AND COOLING

Albert Nahman Plumbing, Heating, and Cooling
2616 Barrington Court
Hayward, California 94545
Phone: 510-843-6904
TEXT 510-655-6719
Email: info@albertnahmanplumbing.com
LIC# 1083634

Invoice 244539164
Invoice Date 5/15/2025
Completed Date 5/15/2025
Payment Term Due Upon Receipt
Due Date 5/15/2025

20

Billing Address
Micheal E Horejsi (Land Lord)
3764 39th Avenue #d
Oakland, CA 94619 USA

Job Address
Satchidananda Mims (Tenant)
3764 39th Avenue #d
Oakland, CA 94619 USA

Description of work

Upon arrival, customer stated he had a back up in the bathroom sink also was affecting the kitchen sink took the p-trap apart in the bathroom sink ran the snake down approximately 10 to 15 feet clogged cleared immediately ran a bunch of water in the kitchen sink ran a bunch of water in the bathroom sink line is open draining and flowing properly no warranty on dog Did not find anything in the line seem like normal wear and tear in the pipes nothing abnormal.

Service #	Description	Quantity	Your Price	Total
SNKSTP-120	Clear your lav sink drain to remove blockage.	1.00	\$409.32	\$409.32

Paid On	Type	Memo	Amount
5/15/2025	Visa		\$409.32

Potential Savings \$40.93 - \$40.93

Sub-Total \$409.32
Tax \$0.00
Total \$409.32
Payment \$409.32
Balance Due \$0.00

For ON-LINE PAYMENT please go to <https://www.albertnahmanplumbing.com/financing/> and click on the Payment Options. Unpaid balances will be subject to monthly interest, late fee and collection agency. Please pay from this invoice. Thank you!

Terms: DUE UPON COMPLETION

Albert Nahman Plumbing, Heating, And Cooling

Home Improvement Contract Terms:

I Micheal E Horejsi (Land Lord) agree to have a technician from Albert Nahman Plumbing, Heating, And Cooling perform diagnosis, repair, maintenance, upgrades or service to my existing equipment and /or system with the full knowledge that unknown problems may not be revealed until the diagnosis, repair, maintenance, upgrade or service has occurred. I assume the risk involved in attempting to diagnose, repair, service, maintain or upgrade an older piece of equipment or systems and I agree to pay \$409.32 for the diagnosis, repair, maintenance, upgrade or service in full regardless of the potential risk.

THIS AGREEMENT made the date printed at the top of this Contract between Albert Nahman Plumbing, Heating, And Cooling, whose address is 2616 Barrington Court, Hayward, California 94545, Contractors State License No. 1083634 (hereinafter referred to as "CONTRACTOR"), and the above named OWNER at the address printed at the top of this agreement (hereinafter referred to as "HOMEOWNER", "OWNER" or "BUYER").

Terms and Conditions

Date 5/15/2025

000045

Exhibit E**Landlord Letter Charging Tenant \$250 Post-Repair**

This letter shows the landlord continued to blame the tenant for a problem not caused by tenant negligence. It supports the argument that the landlord unfairly billed the tenant and failed to accept maintenance responsibility.

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

19 May 2025

Re: Plugged Sinks

Dear Mr. Mims,

A plumber responded to your apartment on 15 May 2025. It did not take much time to clear the drains in the kitchen and bathroom.

Whatever was in the drain was dislodged and flowed into the branch line leading to the main drain. This clog in your apartment drain appears to have not dissolved when freed.

On 16 May 2025 the tenant below your apartment complained that her toilet was overflowing when you flushed your toilet. To me this indicates the clog in your pipes did not dissolve and was still interfering with the flow to the main drain. Upon arriving to check her obstruction complaint it was determined that the clog, whatever it was moved through the branch line into the main sewer line. Hopefully the material will move through the main drain line.

On a previous clog we found whole onion peels in the drain pipe. I would recommend you no longer try to run those through or any other vegetable peels through the garbage disposal. A garbage disposal should not be used as a primary source of disposing trash. Rather, it should only be reserved to deal with small bits of plate scrapes after eating in the process of washing dishes. Also, as a reminder no oils or fats should be disposed of down the drain as they can solidify in the pipes can cause future issues. Other common items to avoid putting down your drain include coffee grounds, egg shells, paint, produce stickers, bones, paper products and so on. Lastly, when using the disposal be sure to turn on the water prior to running the disposal and plenty of water during the use of the disposal.

Thanks for your cooperation,


Mike Horejsi
Housing Provider

Exhibit F**Rent Ledger Showing CPI Increases and Surcharges**

The ledger reflects the rent increase patterns, CPI surcharges, and conversion of fees into rent, validating the petition's claim of unlawful rent increases.

2 TENANT RENTAL LEDGER

24

Rental Address 3764 39th Ave. Apt D Year 2016 - Current

Tenant Name Akenduca Beasley aka Linda / Satchidananda Mims Phone 510-530-6345

Owner Name Miachel Horejsi Phone (775) 400-6464

Lease Date 07/23/1982 Expiration Date N/A Security Deposit Held By Owner \$400.00

Notes: Tenants challenged rent increases: *Rent Adjustment Program #T16-0549, rent increase effective October 1, 2016 (~~*\$882.48-\$853~~)=~~\$29.42~~ increase x 12 months)=~~\$353.04~~; **RAP#T17-0523, rent increase effective October 1, 2017 (~~\$968.42-\$853~~)=~~\$115.42~~ increase x 12 months)=~~\$1385.04~~; ***RAP#T18-0480, rent increase effective October 1, 2018 (~~\$1037.14-\$853~~)=~~\$184.14~~ increase x 12 months)=~~\$2209.92~~.

Yellow color highlights represent COVID relief received by the landlord. Green represents parking payments. The red color represents late fees. The amount of rent submitted as a check is in the column to the far left under the check number and date in parenthesis ().

The blue color indicates the difference between the tenant's payment and the amount the landlord indicates is owed for rent.

DATE RENT/ OTHER FEES COLLECTED FROM TENANT	RENT DUE FROM THE TENANT \$853 per month	LATE FEES OTHER DUE FROM TENANT \$	TOTAL AMOUNT DUE \$	TOTAL BANK DEPOSITS TO MANAGEMENT TRUST ACCOUNT	UNPAID BALANCE DUE FROM TENANT \$
01/01/2016 Check 1828	\$378	—			
01/26/2016 Check 135	\$300	\$50		\$678	
02/16/2016 Check 1921	\$175	—			
02/16/2016 Check 137	\$100	\$50		\$275	
03/03/2016 Check 138	\$100	—			
03/03/2016 Check 1922	\$400	—			
03/10/2016 Check 140	\$200	\$50		\$700	
04/01/2016 check 1924	\$200	—			
04/08/2016 Check 142	\$350	\$50		\$550	
05/02/2016 Check 1832	\$350				
05/18/2016 Check 144	\$250	\$50		\$600	\$903.00
06/02/2016 Check 154	<i>The landlord refused rent and filed an unlawful detainer</i>	\$50	—	—	<i>On August 15, 2016, the Court ordered- tenants to pay a total of \$3856.54. Tenants were ordered to pay \$1656.84 by 08/22/2016 and pay \$2200 by \$100 monthly from September 2016 through June 2018</i>
08/22/2016 Receipt# 388549	\$1656.84	\$50		\$1656.84	\$2200
09/05/2016 Receipt# 388553	\$953	\$50	*\$882.48-853= \$29.42	\$928	\$2100
10/05/2016 Receipt# 388554	\$953	\$50	\$29.42	\$928	\$2000
11/07/2016 Receipt# 388561	\$928	\$50	\$29.42	\$928	\$1900

DATE RENT/ OTHER FEES COLLECTED FROM TENANT	RENT DUE FROM THE TENANT \$	LATE FEES OTHER DUE FROM TENANT \$	TOTAL AMOUNT DUE \$	TOTAL BANK DEPOSITS TO MANAGEMENT TRUST ACCOUNT	UNPAID BALANCE DUE FROM TENANT \$
BEGINNING BALANCE \$					
12/5/2016 Receipt# 388568	\$953	\$50	\$29.42	\$953	\$1800
01/05/2017 Check#154 (\$928) Check#1961 (\$25)	\$953	\$50	\$29.42	\$953	\$1700
02/05/2017 Check#158 (\$253) Check#159 (\$700)	\$953	\$50	\$29.42	\$953	\$1600
03/05/2017 Check#1957(\$650) Check#160 (\$303)	\$953	\$50	\$29.42	\$953	\$1500
04/05/2017 Check#1981(\$753) Check#161 (\$200)	\$953	\$50	\$29.42	\$953	\$1400
05/05/2017 Check#1989(\$700) Check#162(\$253)	\$953	\$50	\$29.42	\$953	\$1300
06/05/2017 Check#163(\$353) Check#1992(\$600)	\$953	\$50	\$29.42	\$953	\$1200
07/05/2017 Check#165 (\$953)	\$953	\$50	\$29.42	\$953	\$1100
08/05/2017 Check#167 (\$953)	\$953	\$50	\$29.42	\$953	\$1000
09/05/2017 Check#168 (\$953)	\$953	\$50	**\$968.42- \$853= \$115.42		\$900
10/05/2017 Check#169 (\$953)	\$953	\$50	\$115.42	\$953	\$800
11/05/2017 Check#170 (\$953)	\$953	\$50	\$115.42	\$953	\$700
12/05/2017 Check#171 (\$953)	\$953	\$50	\$115.42	\$953	\$600
01/05/2018 Check#172 (\$953)	\$953	\$50	\$115.42	\$953	\$500
02/05/2018 Check#199 (\$953)	\$953	\$50	\$115.42	\$953	\$400
03/05/2018 Check#202 (\$953)	\$953	\$50	\$115.42	\$953	\$300

DATE RENT/ OTHER FEES COLLECTED FROM TENANT	RENT DUE FROM THE TENANT \$	LATE FEES OTHER DUE FROM TENANT \$	TOTAL AMOUNT DUE \$	TOTAL BANK DEPOSITS TO MANAGEMENT TRUST ACCOUNT	UNPAID BALANCE DUE FROM TENANT \$
04/5/2018 Check#206 (\$953)	\$953	\$50	\$115.42	\$953	\$200
05/05/2018 Check#174 (\$953)	\$953	\$50	\$115.42	\$953	\$100
06/05/2018 Check#176 (\$953)	\$953	\$50	\$115.42	\$953	\$0
07/05/2018 Check#178 (\$853)	\$853	\$50	\$115.42	\$853	
08/05/2018 Check#181 (\$853)	\$853	\$50	\$115.42	\$853	
09/05/2018 Check#182 (\$853)	\$853	\$50	\$115.42	\$853	
10/05/2018 Check#183 (\$853)	\$853	\$50	***\$1037.14- \$853= \$184.14	\$853	
11/05/2018 Check#207 (\$853)	\$853	\$50	\$184.14	\$853	
12/05/2018 Check#209 (\$853)	\$853	\$50	\$184.14	\$853	
01/05/2019 Check#210 (\$853)	\$853	\$50	\$184.14	\$853	
02/05/2019 Check#211 (\$853)	\$853	\$50	\$184.14	\$853	
03/05/2019 Check#213 (\$853)	\$853	\$50	\$184.14	\$853	
04/05/2019 Check#216 (\$853)	\$853	\$50	\$184.14	\$853	
05/05/2019 Check#217 (\$853)	\$853	\$50	\$184.14	\$853	
06/05/2019 Check#219 (\$853)	\$853	\$50	\$184.14	\$853	
07/05/2019 Check#185 (\$853)	\$853	\$50	\$184.14	\$853	

DATE RENT/ OTHER FEES COLLECTED FROM TENANT	RENT DUE FROM THE TENANT \$	LATE FEES OTHER DUE FROM TENANT \$	TOTAL AMOUNT DUE \$	TOTAL BANK DEPOSITS TO MANAGEMENT TRUST ACCOUNT	UNPAID BALANCE DUE FROM TENANT \$
08/05/2019 Check#184 (\$853)	\$853	\$50	\$184.14	\$853	
09/01/2019 Check#187 (\$853)	\$853	\$50	\$184.14	\$853	\$1800 late charge October 2016- September 2019
10/05/2019 Check#188 (\$1037.15)	\$1105	\$50	\$1105-\$1037= \$68	\$1037.15	
11/04/2019 Check#190 (\$1037.15)	\$1105	\$50	\$68	\$1037.15	
12/01/2019 Check#192 (\$1037.15)	\$1105	\$50	\$68	\$1037.15	
01/04/2020 Check#193 (\$1037.15)	\$1105	\$50	\$68	\$1037.15	
02/05/2020 Check#194 (\$837) Check#2021 (\$200)	\$1105	\$50	\$68	\$1037	
03/05/2020 Check#195 (\$1037.15)	\$1105	\$50	\$68	\$1037.15	\$408
04/05/2020 Covid Relief Check#196 (\$1037.15)	\$1105	\$50	\$68	\$1037.15 Covid relief paid the amount in total amount due column	\$0 Covid Relief is the highlighted yellow sections
05/04/2020 Check#021 (\$1037.15)	\$1105	\$50	\$68	\$1037.15	\$0
06/04/2020 Covid Relief Check#101 (\$1037.15)	\$1105	\$50	\$68	\$1037	\$0
07/03/2020 Covid Relief Check#102 (\$1037.15)	\$1105	\$50	\$68	\$1037	\$0
08/04/2020 Covid Relief Check#103 (\$1037.15)	\$1105	\$50	\$68	\$1037	\$0
09/04/2020 Covid Rief Check#104 (\$1037.15)	\$1105	\$50	\$68	\$1037	\$0
10/03/2020 Covid Relief Check#105 (\$1037.15)	\$1105	\$50	\$68	\$1037	Late charge (12 months x 50) = \$600 October 2019 – October 2020
11/01/2020 Covid Relief Check#0106 (\$1037.15)	\$1105	\$50	\$68	1037	\$0

DATE RENT/ OTHER FEES COLLECTED FROM TENANT	RENT DUE FROM THE TENANT \$	LATE FEES OTHER DUE FROM TENANT \$	TOTAL AMOUNT DUE \$	TOTAL BANK DEPOSITS TO MANAGEMENT TRUST ACCOUNT	UNPAID BALANCE DUE FROM TENANT \$
12/01/2020 Check#107 (\$1037.15)	\$1105	\$50	\$68	\$1037	\$0
01/01/2021 Check#108 (\$1037.15)	\$1105	\$50	\$68	\$1037	\$0
02/04/2021 Check#109 (\$1037.15)	\$1105	\$50	\$68	\$1037	\$0
03/01/2021 Check#110 (\$1037.15)	\$1105	\$50	\$68	\$1037	\$0
04/05/2021 Check#2028 (\$1037)	\$1105	\$50	\$68	\$1037	\$0
05/05/2021 Covid Relief Check#521 (\$1037)	\$1105	\$50	\$68	\$1037	\$0
06/01/2021 Check#523 (\$1130)	\$1105	\$50	\$1105	\$1130	\$25 Tenant paid for parking
07/01/2021 Check#528 (\$1130)	\$1105	\$50	\$1105	\$1130	\$25
08/01/2021 Check#530 (\$1130)	\$1105	\$50	\$1105	\$1130	\$25
09/01/2021 Check#533 (\$1130)	\$1105	\$50	\$1105	\$1130	\$25
10/01/2021 Check#534 (\$1130)	\$1105	\$50	\$1105	\$1130	Late charge (12 months x 50) = <u>\$600</u> October 2020 –October 2021 \$25
11/01/2021 Check#536 (\$1130)	\$1105	\$50	\$1105	\$1130	\$25
12/01/2021 Check#537 (\$1130)	\$1105	\$50	\$1105	\$1130	\$25
01/01/2022 Check#53 (\$1130)	\$1105	\$50	\$1105	\$1130	\$25
02/01/2022 Check#539	\$1105	\$50	\$1105	\$1130	\$25

(\$1130)					
03/01/2022 Check#3765 (\$4267)	\$1105	-	\$1105	\$4267	\$0
04/01/2022 Check#3765 (\$4267)	\$1105	-	\$1105	\$4267	\$0

DATE RENT/ OTHER FEES COLLECTED FROM TENANT	RENT DUE FROM THE TENANT \$	LATE FEES OTHER DUE FROM TENANT \$	TOTAL AMOUNT DUE \$	TOTAL BANK DEPOSITS TO MANAGEMENT TRUST ACCOUNT	UNPAID BALANCE DUE FROM TENANT \$
05/01/2022 Check#3765	\$1105	-	\$0	\$4267	\$0
05/04/2022 RAP# T16-0549 Check#546 (\$1130)	\$354	-	\$354.04	\$354.04 October 2016	\$0
05/04/2022 RAP#T17-0573 Check#547 (\$1130)	\$1385.04	-	\$1385.04	\$1385.04 October 2017	\$0
05/04/2022 RAP#T18-0480 Check#548 (\$1130)	\$2209.92	-	\$2209.92	\$2209.92 October 2018	\$0
06/01/2022 Check#576 (\$1130)	\$1105	\$50	\$1105	\$1130	\$25
07/01/2022 Check#577 (\$1130)	\$1105	\$50	\$1105	\$1130	\$25
08/01/2022 Check#579 (\$1163)	\$1138	\$50	\$1138	\$1163	\$25
09/01/2022 Check#580 (\$1138)	\$1138	\$50	\$1138	\$1138	
10/01/2022 Check#581 (\$1138)	\$1138	\$50	\$1138	\$1138	(9 months x \$50) = \$450
11/01/2022 Check#583 (\$1138)	\$1138	\$50	\$1138	\$1138	
12/01/2022 Check#584 (\$1138)	\$1138	\$50	\$1138	\$1138	
01/04/2023 Check#585 (\$1138)	\$1138	\$50	\$1138	\$1138	
02/01/2023 Check#586 (\$1138)	\$1138	\$50	\$1138	\$1138	
03/05/2023 Check#587 (\$1138)	\$1138	\$50	\$1138	\$1138	
04/05/2023 Check#588 (\$1138)	\$1138	\$50	\$1138	\$1138	

05/03/2023 Check#580 (\$1138)	\$1138	\$50	\$1138	\$1138	
----------------------------------	--------	------	--------	--------	--

DATE RENT/ OTHER FEES COLLECTED FROM TENANT	RENT DUE FROM THE TENANT \$	LATE FEES OTHER DUE FROM TENANT \$	TOTAL AMOUNT DUE \$	TOTAL BANK DEPOSITS TO MANAGEMENT TRUST ACCOUNT	UNPAID BALANCE DUE FROM TENANT \$
06/03/2023 Check#593 (\$1138)	\$1138	\$50	\$1138	\$1138	
07/03/2023 Check#594 (\$1138)	\$1138	\$50	\$1138	\$1138	\$0
08/03/2023 Check#595 (\$1166)	\$1166	\$50	\$1166	\$1166	\$0
09/03/2023 Check#596 (\$1166)	\$1166	\$50	\$1166	\$1166	\$0
10/05/2023 Check#025 (\$1166)	\$1166	\$50	\$1166	\$1166	Late charge (12 months x 50) = \$600
11/05/2023 Check#101 (\$1166)	\$1166	\$50	\$1166	\$1166	Total late charges as of November 2023 \$4100
12/ 05/2023 Check#103 (\$1166)	\$1166	\$50	\$1166	\$1166	
11/05/2023 Check#102 (\$50) Rent Adjustment Program fee 2024			\$50.00	\$50.00	
05/03/2023 Check#590 (\$50.50) Rent Adjustment Program fee 2023				\$50.50	
January 05, 2024 Check#104 (1166.00)	\$1166	\$50	\$1166	\$1166	
February 20, 2024 Cashier Check#30506047307 (1166.00)	\$1166	\$50	\$1166	\$1166	
March 5, 2024 Check#106 (\$108)			\$108	\$108	[Oct 2019 -Mar 2020 (6 months x \$68)] - [Jun 2021-Aug 2022 (12 months x \$25 parking)] \$408-\$300 = \$108
March 5, 2024 Check#107 (\$1166)	\$1166	\$50	\$1166	\$1166	\$4465 late fees
April 5, 2024 Check#108	\$1166	\$50	\$1166	\$1166	

(\$1166)					
May 5, 2024 Check# 109(\$1166)	\$1166	\$50	\$1166	\$1166	Tenant filed bankruptcy on May 24, 2024 and the debt was discharged on August 23, 2024. Landlord indicates \$200 wasn't charged off
June 5, 2024 Check#110(\$1166)	\$1166	\$50	\$1166	\$1166	\$200+\$50 = \$300

DATE RENT/ OTHER FEES COLLECTED FROM TENANT	RENT DUE FROM THE TENANT \$	LATE FEES OTHER DUE FROM TENANT \$	TOTAL AMOUNT DUE \$	TOTAL BANK DEPOSITS TO MANAGEMENT TRUST ACCOUNT	UNPAID BALANCE DUE FROM TENANT \$
July 5, 2024 Check #111 (\$1166)	\$1166	\$50	\$1166	\$1166	\$4665 late fees
August 05, 2024 Check # 113	\$1194	\$50	\$1194	\$1194	\$50
September 05, 2024 Check # 114	\$1194	\$50	\$1194	\$1194	\$50
October 04, 2024 Check 116	\$1194	\$50	\$1194	\$1194	\$50
November 05, 2024 Check # 117	\$1194	\$50	\$1194	\$1194	\$50
December 05, 2024 Check # 118	\$1194	\$50	\$1194	\$1194	\$50
January 05, 2025 Check # 118	\$1194	\$50	\$1194	\$1194	\$50 Bankruptcy terminated on Jan 24, 2025
February 05, 2025 Check #120	\$1194	\$50	\$1194	\$1194	\$50; As of February, the landlord indicates \$700 in late fees converted to rent due
March 05, 2025 Check#122	\$1194	\$50	\$1194	\$1119	\$50
April 05, 2025 Check# 125	\$1194	\$50	\$1194	\$1194	\$50
May 07, 2025 Check# 126	\$1194	\$50	\$1194	\$1194	\$50
June 6, 2025 Check# 127	\$1194	\$50	\$1194	\$1194	\$50

Exhibit G**Attorney Letter Regarding Landlord Responsibilities and Bankruptcy**

This letter explains how the landlord's actions may violate discharge protections under 11 U.S.C. § 524(a)(2) and outlines tenant rights under landlord-tenant and RAP rules.

PARKER · STANBURY LLP

34

ATTORNEYS AT LAW

444 SOUTH FLOWER STREET

NINETEENTH FLOOR

LOS ANGELES, CA 90071-2901

TELEPHONE (213) 622-5124

FAX (213) 622-4858

E-MAIL: LA@PARKSTAN.COM

DOUGLASS H. MORI
JOHN D. BARRETT, JR. *
J. LUIS GARCIA †
DAVID E. COWAN
GEORGE A. HUNLOCK
RICARDO A. MERCADO
MATTHEW W. DAVIS
REYNALDO C. SANTOS
B. PETER LEE
MARCUS BASTIDA
ROSEMARIE MERRILL
DAVID C. LANE
MATHEW L. MAY
ALEX L. SHIA

GLENN M. HABAS
JAMES L. WOLFSEN
KELLY A. SHERIDAN
HANS W. CHEN
AARON U. FREEMAN
GREGORY T. FONG
JOSEPH R. SERPICO
ROCCO A. PAPALIA
MELANIE M. BUTLER
CLAUDIA M. PALENCIA
KRISTOFFER M. GARRISON
MICHAEL COMPTON
CARL H. STARRETT II
SHARIE ZAHAB

ALEXIS MOORE
LINDA IRELAND
BRIDGET ESQUIBIAS
GABRIELA CARRILLO
JEFF H. GREEN
MATTHEW T. SALABEN
JACQUELINE PHAM
COLLETTE BONYADI

OF COUNSEL:

SANAM NAVAB
MEGAN E. GALLAGHER
LARS F. KUSHNER
PATRICIA MILLER
KYLE C. BENKIE
LINDA H. MUCHAMEL
LAURIE HOWELL
ANTHONY F. SCHERZII

* ASSOCIATE IN AMERICAN BOARD OF TRIAL ADVOCATES
† MEMBER OF AMERICAN BOARD OF TRIAL ADVOCATES

HARRY D. PARKER (1891-1976)
RAYMOND G. STANBURY (1904-1966)

January 30, 2024

Michael E. Horejsi
P.O. Box 2883
Castro Valley, CA 94546
Email: mhorejsi@aol.com

Dear Mr. Horejsi:

Re: Notice to Case and Desist
Our File No.: CA-3ZK-BNA

I am following up the request of Satchidananda Mims, who recently advised our office that you are still trying to collect a disputed debt.

Specifically, Mr. Mims advises that he received a letter showing that you were attempting to collect lets fees that are barred by the state of limitations and/or included in Mr. Mims' bankruptcy. To be clear, any past due rent and late fees are now discharged under federal bankruptcy law. Further attempts to collect could lead to legal action in bankruptcy court to hold you in contempt, which could lead to substantial fines and penalties.

Mr. Mims has refrained from taken legal action up to this point under the assumption that you were not aware of the impact of federal bankruptcy law. However, Mr. Mims will no longer tolerate your actions.

Please consider this letter a formal dispute on behalf of Mr. Mims that you immediately investigate the facts and circumstances concerning this matter and agree to provide him with an appropriate response to his concerns. Said response should include at a minimum, immediate cessation of any further collection activity against Mr. Mims with regard to this account including, but not limited to, immediate deletion of any and all negative credit references against him.

Mr. Mims has been made fully aware of his legal rights, your obligations and potential liabilities under law and he has expressed an intention to pursue any and all available legal remedies against you should this letter fail to generate an appropriate response. Please respond to the undersigned, in writing, within ten (10) days to avoid further legal action.

000059

January 30, 2024
Page 2

Your prompt attention to this matter is greatly appreciated. Should you have any further questions or require any additional information, you may feel free to contact the undersigned in writing.

Very truly yours,

PARKER · STANBURY LLP

By 
Carl H. Starrett II

cc: Satchidananda Mims

000060

Exhibit H**August 2025 Rent Increase Notices – CPI and Banked Rent
Breakdown**

These documents show the landlord applied CPI increases from ineligible COVID-era years without proper disclosure, violating Oakland's rent control rules.

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

27 May 2025

Re: Rent Increase

Commencing 1 August 2025, a higher rent will be administered to reflect banked CPI increase in rent from 2020 of 2.7% and 2021 of 1.9%. As of this moment the CPI for 2025 has not been published. When calculating the banked rent by adding it to the current payment of \$1194.00 approved by the rent board, the basis of calculating your rent will be \$1249.00 plus the upcoming new CPI increase for 2025.

Attached you'll find the calculations as calculated by the Oakland RAP rental increase calculator. This follows the calculation method used by RAP and myself.

This change is necessary in light of recent RAP decisions regarding banked rent. I appreciate your understanding. Please note that this adjustment falls within RAP's jurisdiction. CPI increases and banked rent cannot be disputed unless incorrect. You are welcome to check the calculations yourself. Let us know if you feel there are any discrepancies.

Thank you for your cooperation.



Mike Horejsi
Housing Provider

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program
<http://rapwp.oaklandnet.com/about/rap/>

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

HOVER OVER CELL FOR INSTRUCTIONS

INPUT IN YELLOW CELLS ONLY

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Aug-1982	MUST FILL IN D10, D11, D12 and D16. D13 should be filled in if it applies.	Case No.:	
Effective date of increase	1-Aug-2024		Unit:	#D
Current base rent (before increase and without any prior cap. improve pass-throughs)	\$1,194.00			
Is there a continuing cap. imp. pass-through?	\$0.00			
Date calculation begins	8/1/2013			
Base rent when calc begins	\$976.54			

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return Increase	Increased Housing Serv. Costs increase	Base Rent Reduction	Annual CPI Percentage	Allowable CPI Increase	Rent Ceiling
8/1/2024				2.3%	\$28.08	\$1,249.07
8/1/2023				2.5%	\$29.78	\$1,220.99
8/1/2022				3.0%	\$34.70	\$1,191.21
8/1/2021				1.9%	\$21.56	\$1,156.52
8/1/2020				2.7%	\$29.84	\$1,134.95
8/1/2019			\$ (25.00)	3.5%	\$38.22	\$1,105.11
8/1/2018				3.4%	\$35.90	\$1,091.80
8/1/2017				2.3%	\$23.74	\$1,055.99
8/1/2016				2.0%	\$20.24	\$1,032.25
8/1/2015				1.7%	\$16.92	\$1,012.01
8/1/2014				1.9%	\$18.55	\$995.09
8/1/2013						\$977

Calculation of Limit on Increase

Current base rent	\$1,194.00
Maximum percentage increase	6.9%
Ceiling on allowable increase - dollar amount	\$82.39
Allowable Percentage CPI increase this year	2.3%
Allowable increase Based on CPI - Dollar Amount	\$27.46
Banked Amount	\$27.61
Sum of Banking amount and current CPI	\$55.07
Total Allowable Increase- the smaller of "ceiling on allowable increase" and "sum of banking and current CPI"	\$55.07
Prior capital improvements recovery	\$0.00
Rent ceiling w/o other new increases	\$1,249.07

OWNER FILL IN:

Banking Dollar Amount	CPI Dollar Amount	Total Increase
\$27.61	\$27.00	\$54.61

Notes:

1. You cannot use banked rent increases after 10 years.
2. Rent increases that include banked CPI increases are limited to three times the current annual CPI rate.
3. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
4. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
5. Debt Service and Fair Return increases include all past annual CPI adjustments.
6. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
7. Past increases for unspecified reasons are presumed to be for banking.
8. Banked annual increases are compounded.
9. The rent increase notice must specify what amount is being taken as the CPI and what is taken for banking and may not exceed the amount specified on the calculator.
10. Under the City's March 2020 Eviction Moratorium's rent increase restrictions, which expired on June 30, 2024, no rent increases above the CPI were then allowed.

Date: 21 JUN 2025Tenant Name: S. Horejsi Unauthorized occupantAddress: 3764 39th Ave Apt D
Oakland, Ca. 94619Delinquent Rent, if any: \$850⁰⁰Current Base Rent: 1194 Parking: N/A New Rent/W/out Parking: 1223⁰⁰ New Rent W/Parking: N/A

Regrettably, due to increases in operating expenses, I find it necessary to increase rent on all units. Rent may be increased for the following reasons:

1. Capital improvement/uninsured repair cost, amount: 0;
2. Increased housing service costs, amount: 0;
3. Debt service cost, amount: 0;
4. Banking/rental history, amount: 1.6%.

OMC 8.22.070 B2: A tenant may not petition to contest a rent increase justified in an amount up to and including the CPI Rent in adjustment and/or any banked rent increase. Current CPI: .8%.

You are hereby notified that beginning on 1 August 2025, your monthly rent will increase 29.00 per month for a total rent of 1223⁰⁰. Your percentage rent increase is 2.4%; banked rent remaining 3%. Banked rent may be taken at a rate of three times the current CPI [Consumer Price Index] of .8% - this total is 2.7%.

Dates	CPI	CPI taken	CPI	CPI taken
Aug 1, 2025	.8%			
Aug 1, 2024	2.3%			
Aug 2, 2023	2.5%		July 1, 2016	2.0%
July 1, 2022	3.0%		July 1, 2015	1.7%
July 1, 2021	1.9%			
July 1, 2020	2.7%			
July 1, 2019	3.5%			
July 1, 2018	3.4%			
July 1, 2017	2.3%			

See back of Notice of Notice of TPO & RAP [Rent Adjustment Program]

Michael Horejsi
Michael Horejsi, Landlord/Owner

PROOF OF SERVICE BY MAIL

The undersigned declares:

I am a citizen of the United States of America, over the age of eighteen years. My mailing address is P.O. Box 2883, Castro Valley, CA 94546.

On 21 Jun, ²⁰²⁵~~2023~~, I served the attached Change of terms of lease
and Rental Agreement, Notice of TPE & RA?

on the parties in this action by placing a true and correct copy thereof, in a sealed envelope with first class postage fully prepaid, in the United States mail at Castro Valley, California, addressed as follows:

S MINS
P.O. Box 19304
Oakland, Ca. 94619

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this 21 day of 21 Jun 2025, ²⁰²⁵~~2023~~ at Castro Valley, CA.

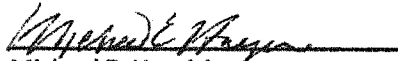

Michael E. Horejsi

Exhibit I**2016 Court-Approved Unlawful Detainer Stipulation
(Case No. RG16-821622)**

This stipulation proves the tenant's long-term occupancy and lawful tenancy status, rebutting the landlord's claim that the tenant is unauthorized.

ENDORSED
FILED
ALAMEDA COUNTY

AUG 15 2016

SUPERIOR COURT OF THE STATE OF CALIFORNIA

ALAMEDA COUNTY SUPERIOR COURT

CLERK OF THE SUPERIOR COURT
D. [Signature]
Deputy

HORESSI

No. RG16 - 321622

Plaintiff(s),

v.

STIPULATION RE:
DISMISSAL/JUDGMENT

BEASLEY, MIMS

Defendant(s).

☒ MASKING ORDER

ORDER OF COURT

Plaintiff, MICHAEL HORESSI and

Defendant(s), AKENDUKA BEASLEY + SATCHIDANANDA MIMS, hereby
stipulate and agree to the following:

1. Defendant(s) shall retain possession of the premises located at
3769 39th AVE APT D^{IN OAKLAND}, CA on the following conditions:

Defendant shall pay to Plaintiff \$3856.84, which
constitutes a bargained for amount of all rents, fees, ^{PARKING FEES, LATE FEES ETC} and costs
due and owing for the premises through 8/31/16.

This amount shall be paid as follows:

* ON OR BEFORE 8/22/16, Defendant

shall pay \$1656.84 in certified funds, ~~or~~ cash, OR PERSONAL CHECK,
directly to MICHAEL HORESSI, BY LEAVING IT ON THEIR
DOOR AS USUAL.

*After this payment, Defendant will owe \$2,200-.

This amount shall be paid as follows:

1 Defendant shall pay \$ 100 every month, along
2 with his/her monthly rent, beginning with SEPT 2016
3 and ending with JUNE 2018. Rent and the \$100
4 arrearage payment shall be due by the 5th of the month.
5 If the 5th falls on a weekend or holiday, then
6 Defendant(s) shall have until the next business day
7 to pay.

8 ~~All payments must be certified.~~

9 All payments to be applied first to current rent then
10 to arrearages.

11 Defendant may accelerate the payments.

12 * DEFENDANTS ACKNOWLEDGE THAT THEIR CURRENT RENT IS
13 \$928 AND THEY OWE AN ADDITIONAL \$25/MONTH FOR PARKING, WHICH IS

14 2. If Defendant(s) makes the payments as required under paragraph NOT RENT
15 1, above, Plaintiff shall forthwith file with this Court a request
16 for dismissal with prejudice of this action, and Defendant(s) shall
17 be tenant(s) in good standing.

18 3. If Defendant(s) fails to make any payment as required under
19 paragraph 1, above, then Plaintiff upon 24 hour business day notice
20 of said failure to the Eviction Defense Center at (510) 452-4541 and
21 to Defendant(s) at (510) 530-6345 and upon filing a
22 declaration under the penalty of perjury with the court, shall be
23 entitled to a judgment for possession of the premises, rental
24 arrearages less credits for payments and an immediate writ of
25 execution thereon.

FEES, COSTS
PARKING + LATE
FEES

4. Plaintiff hereby waives any and all claims for rent and daily damages for the premises above the \$3856.84 amount outlined in paragraph 1, through 8/31/16.

5. Each party will bear its own fees and costs associated with this action, EXCEPT AS PER ¶ 3.

6. WITHIN 30 DAYS, PLAINTIFF SHALL INSPECT AND REPAIR AS NECESSARY THE FOLLOWING DEFECTS

- BATHTUB

- BATHROOM MOLD + MILDEW

- HOOD ABOVE STOVE

- DEFECTIVE STOVE

- HEATER

- HOLE IN CLOSET

- WINDOW SCREENS

With the exception of the rights set forth herein, the parties waive all other rights known to them at this time.

7. The parties agree that this unlawful detainer action and all filings pertaining to it shall remain permanently masked so that it does not become a public record.

1 DATED: 8/15/2016

DATED: _____

2
3 Defendant

Plaintiff

4 DATED: 8/15/2016DATED: 15 Aug 165
6 Defendant

Plaintiff

7
8 APPROVED AS TO FORM:9
10
11
12 _____, ESQ.
13 EVICTION DEFENSE CENTER_____, ESQ.
ATTORNEY FOR PLAINTIFF14
15 The court accepts this stipulation for filing and accepts the
16 parties' request to retain jurisdiction pursuant to CCP section
664.6.17 DATE: 8/15/1618 Thomas A. Prael
SUPERIOR COURT JUDGE19
20
21
22
23 Compliance review: 9/10/18 @ 9:15am in Department 511.
24 Dismiss with prejudice if neither party appears.
25
26
27
28

Exhibit J**Landlord Cease-and-Desist Letters and 60-Day Notice to Vacate**

These documents demonstrate retaliation following protected tenant activity and support a violation of OMC § 8.22.370 and Civil Code § 1942.5.

NOTICE TO CEASE VIOLATIONS OF TERMS OF TENANCY

TO: Mr. Mims.AND ALL OTHER OCCUPANTS IN POSSESSION OF 3764 39th. Ave. Unit #D, Oakland, CA 94619

NOTICE IS HEREBY GIVEN THAT:

The landlord for the above-described premises is hereby notifying the above-named occupant(s) of the following material violations of the terms of the tenancy by the occupant(s) at the premises located at 3764 39th. Ave. Unit #D, Oakland, CA, Oakland, California.

A charge of \$1250 for repair of building stucco outside of occupant's bathroom window. The damaged stucco was repaired on June 6-7, 2023. The cause of damage was due to occupant's removal of barrier curtain which was installed to prevent continuous water drainage from the window every time the shower was used. Written warnings of not using the curtain would lead to damages were ignored by tenant resulting in the damage requiring repair. (See attachment) Please pay along with rent on 1 May 2025.

2. _____

NOTICE IS HEREBY GIVEN that: Occupant's failure to cease the violations of the terms of the tenancy immediately upon service of this Notice will cause the undersigned to initiate legal proceedings against occupant(s) to recover possession of the premises and to seek a judgement for damages and costs.

This Notice is intended as a written notice to the occupant(s) pursuant to the terms of the JUST CAUSE FOR EVICTION ORDINANCE OF THE CITY OF OAKLAND.

Occupant(s) is hereby advised that advice regarding this Notice can be obtained from the:

City of Oakland Residential Rent Arbitration Board located at 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612-2034; telephone (510) 238-3721.

Occupant(s) is hereby further advised that your occupancy at 3764 39th Ave. Apt. D, Oakland, California is or may be covered by the provisions of OAKLAND MUNICIPAL ORDINANCE CHAPTER 8.22, and the rules and regulations thereunder.

19 April 2025
Date


Michael E. Horejsi

Work Order



EM PRO CONSTRUCTION
 301 Georgia St ste #210
 Vallejo, CA 94590 US
 (707) 853-5223
 emproconstruction@gmail.com
 www.empro.construction

ADDRESS

Michael Horejsi
 3764 39th Ave
 Oakland, CA 94619
 (775)400-6464
 mhorejsi@aol.com

WORK ORDER

5386

DATE

06/05/2023

SALES REP

MD

START DATE/ TIME

Wed 6/7 - @8:00am

ESTIMATOR

Arturo

DESCRIPTION

AMOUNT

1. Pressure wash area (5 x 5)

1,500.00

2. Apply stucco texture
 (No Paint) [Scrape area]
 (Apply primer)
 (Labor and Materials)

Managers discount

-250.00

ESTIMATE TERMS:

1. Estimate is a BUNDLE, if broken down price may change
2. 10% Deposit Due upon Booking. Jobs under \$1,000 will require a \$100 deposit
3. Cost of Material: Payment is due on start date
4. Estimates are only valid for 1 MONTH ONLY

PAYMENT TERMS:

5. Final payment is due on day of completion, if no one will be at job site that day to remit payment, you must call the office to make other arrangements before the day of completion.
6. Progress payment due EVERY Thursday.
7. 1 YEAR LABOR ONLY WARRANTY FROM COMPLETION DATE.

CANCELTION POLICY:

- You may cancel your job 3 days before in advance to receive a full refund on your deposit. Cancellations within 48hrs will forfeit deposit.

SUBTOTAL

1,250.00

TAX

0.00

TOTAL

\$1,250.00

480

65m 23

1250.00

3764

Accepted By

i, receive check

Accepted Date

Arturo

All payments can be paid by Cash, Check or Card [3% FEE IF PAID BY CARD FOR EVERY TRASNATION]

LIC#1090894

000073



7 JUN 2023

Michael E Horejsi
Patricia H Horejsi
PO Box 2883
Castro Valley, CA 94546



480 50
11-35/1210

6.20 20 27

PAY TO THE
ORDER OF

EMR PWA Construction

\$ 1250.00

Twelve hundred fifty dollars

DOLLARS

Bank of America

YELLOWSTONE NATIONAL PARK

FOR

0480

NOTICE TO CEASE VIOLATIONS OF TERMS OF TENANCY

TO: Mr. Mims.

AND ALL OTHER OCCUPANTS IN POSSESSION OF 3764 39th. Ave. Unit #D, Oakland, CA 94619

NOTICE IS HEREBY GIVEN THAT:

The landlord for the above-described premises is hereby notifying the above-named occupant(s) of the following material violations of the terms of the tenancy by the occupant(s) at the premises located at 3764 39th. Ave. Unit #D, Oakland, California.

1. Prior damage of \$1275.00 in 2002. Letter to John Mercho dated 21 April 2002, your attorney suggested the damage charges be removed from your deposit. Damage included missing shelves, sliding doors in bathroom tub, and damaged porcelain tub. Prior damage was not paid.

2. _____

NOTICE IS HEREBY GIVEN that: Occupant's failure to cease the violations of the terms of the tenancy immediately upon service of this Notice will cause the undersigned to initiate legal proceedings against occupant(s) to recover possession of the premises and to seek a judgement for damages and costs.

This Notice is intended as a written notice to the occupant(s) pursuant to the terms of the JUST CAUSE FOR EVICTION ORDINANCE OF THE CITY OF OAKLAND.

Occupant(s) is hereby advised that advice regarding this Notice can be obtained from the:

City of Oakland Residential Rent Arbitration Board located at 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612-2034; telephone (510) 238-3721.

Occupant(s) is hereby further advised that your occupancy at 3764 39th Ave. Apt. D, Oakland, California is or may be covered by the provisions of OAKLAND MUNICIPAL ORDINANCE CHAPTER 8.22, and the rules and regulations thereunder.

29 April 2025
Date



Michael E. Horejsi

NOTICE TO CEASE VIOLATIONS OF TERMS OF TENANCY

TO: Mr. Mims.AND ALL OTHER OCCUPANTS IN POSSESSION OF 3764 39th. Ave. Unit #D, Oakland, CA 94619

NOTICE IS HEREBY GIVEN THAT:

The landlord for the above-described premises is hereby notifying the above-named occupant(s) of the following material violations of the terms of the tenancy by the occupant(s) at the premises located at 3764 39th. Ave. Unit #D, Oakland, California.

1. Prior damage 14 January 2017, window screens 2 had holes the size of a pencil, the other had 1-inch square hold cut in the screen. Although tenant caused damage, no charges assessed. \$150 damage.

2. _____

NOTICE IS HEREBY GIVEN that: Occupant's failure to cease the violations of the terms of the tenancy immediately upon service of this Notice will cause the undersigned to initiate legal proceedings against occupant(s) to recover possession of the premises and to seek a judgement for damages and costs.

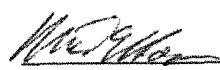
This Notice is intended as a written notice to the occupant(s) pursuant to the terms of the JUST CAUSE FOR EVICTION ORDINANCE OF THE CITY OF OAKLAND.

Occupant(s) is hereby advised that advice regarding this Notice can be obtained from the:

City of Oakland Residential Rent Arbitration Board located at 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612-2034; telephone (510) 238-3721.

Occupant(s) is hereby further advised that your occupancy at 3764 39th Ave. Apt. D, Oakland, California is or may be covered by the provisions of OAKLAND MUNICIPAL ORDINANCE CHAPTER 8.22, and the rules and regulations thereunder.

30 April 2025
Date


Michael E. Horejsi

NOTICE TO CEASE VIOLATIONS OF TERMS OF TENANCY

TO: Mr. Mims.

AND ALL OTHER OCCUPANTS IN POSSESSION OF 3764 39th. Ave. Unit #D, Oakland, CA 94619

NOTICE IS HEREBY GIVEN THAT:

The landlord for the above-described premises is hereby notifying the above-named occupant(s) of the following material violations of the terms of the tenancy by the occupant(s) at the premises located at 3764 39th. Ave. Unit #D, Oakland, California.

1. A charge of \$250 is due for the clearing of your kitchen and bathroom drain caused by improper materials being placed down your garbage disposal. As permitted per tenant violation of CCC 1941.2, please pay amount due along with your rent on 1 May 2025.

2. _____

NOTICE IS HEREBY GIVEN that: Occupant's failure to cease the violations of the terms of the tenancy immediately upon service of this Notice will cause the undersigned to initiate legal proceedings against occupant(s) to recover possession of the premises and to seek a judgement for damages and costs.

This Notice is intended as a written notice to the occupant(s) pursuant to the terms of the JUST CAUSE FOR EVICTION ORDINANCE OF THE CITY OF OAKLAND.

Occupant(s) is hereby advised that advice regarding this Notice can be obtained from the:

City of Oakland Residential Rent Arbitration Board located at 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612-2034; telephone (510) 238-3721.

Occupant(s) is hereby further advised that your occupancy at 3764 39th Ave. Apt. D, Oakland, California is or may be covered by the provisions of OAKLAND MUNICIPAL ORDINANCE CHAPTER 8.22, and the rules and regulations thereunder.

20 April 2025
Date



Michael E. Horejsi

NOTICE TO CEASE VIOLATIONS OF TERMS OF TENANCY

TO: Mr. Mims.AND ALL OTHER OCCUPANTS IN POSSESSION OF 3764 39th. Ave. Unit #D, Oakland, CA 94619

NOTICE IS HEREBY GIVEN THAT:

The landlord for the above-described premises is hereby notifying the above-named occupant(s) of the following material violations of the terms of the tenancy by the occupant(s) at the premises located at 3764 39th. Ave. Unit #D, Oakland, California.

1. A charge of \$350 for replacement on 5 Dec 2023 of toilet damaged (broken tank lid) by unit occupant. (See attachment) Please pay along with rent on 1 May 2025.

2. _____

NOTICE IS HEREBY GIVEN that: Occupant's failure to cease the violations of the terms of the tenancy immediately upon service of this Notice will cause the undersigned to initiate legal proceedings against occupant(s) to recover possession of the premises and to seek a judgement for damages and costs.

This Notice is intended as a written notice to the occupant(s) pursuant to the terms of the JUST CAUSE FOR EVICTION ORDINANCE OF THE CITY OF OAKLAND.

Occupant(s) is hereby advised that advice regarding this Notice can be obtained from the:

City of Oakland Residential Rent Arbitration Board located at 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612-2034; telephone (510) 238-3721.

Occupant(s) is hereby further advised that your occupancy at 3764 39th Ave. Apt. D, Oakland, California is or may be covered by the provisions of OAKLAND MUNICIPAL ORDINANCE CHAPTER 8.22, and the rules and regulations thereunder.

202 April 2025
Date


Michael E. Horejsi

5 Dec 23

3764 Repair 56

THANK YOU FOR SHOPPING AT
 PETE'S HARDWARE CO
 (510) 581-7633

www.peteshardware.com

Lick #D

Instalment

5 Dec 2023

RECEIPT CREDIT ISSUED ON RETURNS WITHOUT
 RECEIPT. CHECKS REQUIRE 10 DAYS TO VERIFY
 12/28/23 10:04AM JOHN 552 SALE

4636643	1	EA	69.99	EA
LAV ROUND SELF RIM WHITE			69.99	
1600667	1	EA	7.59	EA
RAPIDFUSE ALL PURP .850Z			7.59	

SUB-TOTAL: \$ 77.58 TAX: \$ 7.95
 DISCOUNT: TOTAL: \$ 85.53
 CHARGE AMT: 85.53

558



==> JRNL#H79982 INV#747433 <==
 CUST NO: 375
 ACE REWARDS ID # 19782029558

Customer Copy

Name: X
 Michael Horesjt
 Acct: MICHAEL E. HORESJT

 tell us about your experience
 today and Enter to win a \$50
 gift card!

 to participate
 * Visit: TalkToAceHardware.com
 or text HELPFUL to 223439

* This survey invitation is
 valid for 72 hours

* Store # 00926
 * Survey approximately 5 mins

No purchase necessary.
 Must be 18 or older to
 enter sweepstakes. Void
 where prohibited. See rules
 at: TalkToAceHardware.com

NOTICE TO CEASE VIOLATIONS OF TERMS OF TENANCY

TO: Mr. Mims.AND ALL OTHER OCCUPANTS IN POSSESSION OF 3764 39th. Ave. Unit #D, Oakland, CA 94619

NOTICE IS HEREBY GIVEN THAT:

The landlord for the above-described premises is hereby notifying the above-named occupant(s) of the following material violations of the terms of the tenancy by the occupant(s) at the premises located at 3764 39th. Ave. Unit #D, Oakland, CA, Oakland, California.

A charge of \$1250 for repair of building stucco outside of occupant's bathroom window. The damaged stucco was repaired on June 6-7, 2023. The cause of damage was due to occupant's removal of barrier curtain which was installed to prevent continuous water drainage from the window every time the shower was used. Written warnings of not using the curtain would lead to damages were ignored by tenant resulting in the damage requiring repair. (See attachment) Please pay along with rent on 1 May 2025.

2. _____

NOTICE IS HEREBY GIVEN that: Occupant's failure to cease the violations of the terms of the tenancy immediately upon service of this Notice will cause the undersigned to initiate legal proceedings against occupant(s) to recover possession of the premises and to seek a judgement for damages and costs.

This Notice is intended as a written notice to the occupant(s) pursuant to the terms of the JUST CAUSE FOR EVICTION ORDINANCE OF THE CITY OF OAKLAND.

Occupant(s) is hereby advised that advice regarding this Notice can be obtained from the:

City of Oakland Residential Rent Arbitration Board located at 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612-2034; telephone (510) 238-3721.

Occupant(s) is hereby further advised that your occupancy at 3764 39th Ave. Apt. D, Oakland, California is or may be covered by the provisions of OAKLAND MUNICIPAL ORDINANCE CHAPTER 8.22, and the rules and regulations thereunder.

19 April 2025
Date


Michael E. Horejsi

Work Order



EM PRO CONSTRUCTION
 301 Georgia St ste #210
 Vallejo, CA 94590 US
 (707) 853-5223
 emproconstruction@gmail.com
 www.empro.construction

ADDRESS

Michael Horejsi
 3764 39th Ave
 Oakland, CA 94619
 (775)400-6464
 mhorejsi@aol.com

WORK ORDER

5386

DATE

06/05/2023

SALES REP

MD

START DATE/ TIME

Wed 6/7 - @8:00am

ESTIMATOR

Arturo

DESCRIPTION

AMOUNT

1. Pressure wash area (5 x 5)

1,500.00

2. Apply stucco texture
 (No Paint) [Scrape area]
 (Apply primer)
 (Labor and Materials)

Managers discount

-250.00

ESTIMATE TERMS:

1. Estimate is a BUNDLE, if broken down price may change
2. 10% Deposit Due upon Booking, Jobs under \$1,000 will require a \$100 deposit
3. Cost of Material: Payment is due on start date
4. Estimates are only valid for 1 MONTH ONLY

PAYMENT TERMS:

5. Final payment is due on day of completion, if no one will be at job site that day to remit payment, you must call the office to make other arrangements before the day of completion.
6. Progress payment due EVERY Thursday.
7. 1 YEAR LABOR ONLY WARRANTY FROM COMPLETION DATE.

CANCELTION POLICY:

- You may cancel your job 3 days before in advance to receive a full refund on your deposit. Cancellations within 48hrs will forfeit deposit.

SUBTOTAL

1,250.00

TAX

0.00

TOTAL

\$1,250.00

480

650 23

1250.00

3764

Accepted By

I, receive check

Accepted Date

All payments can be paid by Cash, Check or Card [3% FEE IF PAID BY CARD FOR EVERY TRASNATION]

LIC#1090894

000063



7 JUN 2023

Michael E Horejsi
Patricia H Horejsi
PO Box 2883
Castro Valley, CA 94546



480 60
11-35/1216

6/10 20 27

PAY TO THE
ORDER OF

EM DOW Construction

\$ 1250⁰⁰

Twelve hundred fifty dollars

DOLLARS

Bank of America

YELLOWSTONE NATIONAL PARK

FOR

0480

NOTICE TO CEASE VIOLATIONS OF TERMS OF TENANCY

TO: Mr. Mims.AND ALL OTHER OCCUPANTS IN POSSESSION OF 3764 39th. Ave. Unit #D, Oakland, CA 94619

NOTICE IS HEREBY GIVEN THAT:

The landlord for the above-described premises is hereby notifying the above-named occupant(s) of the following material violations of the terms of the tenancy by the occupant(s) at the premises located at 3764 39th. Ave. Unit #D, Oakland, California.

1. A charge of \$250 is due for the clearing of your kitchen and bathroom drain caused by improper materials being placed down your garbage disposal. As permitted per tenant violation of CCC 1941.2, please pay amount due along with your rent on 1 May 2025.

2. _____

NOTICE IS HEREBY GIVEN that: Occupant's failure to cease the violations of the terms of the tenancy immediately upon service of this Notice will cause the undersigned to initiate legal proceedings against occupant(s) to recover possession of the premises and to seek a judgement for damages and costs.

This Notice is intended as a written notice to the occupant(s) pursuant to the terms of the JUST CAUSE FOR EVICTION ORDINANCE OF THE CITY OF OAKLAND.

Occupant(s) is hereby advised that advice regarding this Notice can be obtained from the:

City of Oakland Residential Rent Arbitration Board located at 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612-2034; telephone (510) 238-3721.

Occupant(s) is hereby further advised that your occupancy at 3764 39th Ave. Apt. D, Oakland, California is or may be covered by the provisions of OAKLAND MUNICIPAL ORDINANCE CHAPTER 8.22, and the rules and regulations thereunder.

20 April 2025
Date



Michael E. Horejsi

NOTICE TO CEASE VIOLATIONS OF TERMS OF TENANCY

TO: Mr. Mims.AND ALL OTHER OCCUPANTS IN POSSESSION OF 3764 39th. Ave. Unit #D, Oakland, CA 94619

NOTICE IS HEREBY GIVEN THAT:

The landlord for the above-described premises is hereby notifying the above-named occupant(s) of the following material violations of the terms of the tenancy by the occupant(s) at the premises located at 3764 39th. Ave. Unit #D, Oakland, California.

1. An amount of \$1300 is due for damage deposit increase as required by settlement agreement of 11 May 2023. These fees are not appealable. (See attachment) Please pay along with rent on 1 May 2025 or make arrangements with landlord for a payment plan.

2. _____

NOTICE IS HEREBY GIVEN that: Occupant's failure to cease the violations of the terms of the tenancy immediately upon service of this Notice will cause the undersigned to initiate legal proceedings against occupant(s) to recover possession of the premises and to seek a judgement for damages and costs.

This Notice is intended as a written notice to the occupant(s) pursuant to the terms of the JUST CAUSE FOR EVICTION ORDINANCE OF THE CITY OF OAKLAND.

Occupant(s) is hereby advised that advice regarding this Notice can be obtained from the:

City of Oakland Residential Rent Arbitration Board located at 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612-2034; telephone (510) 238-3721.

Occupant(s) is hereby further advised that your occupancy at 3764 39th Ave. Apt. D, Oakland, California is or may be covered by the provisions of OAKLAND MUNICIPAL ORDINANCE CHAPTER 8.22, and the rules and regulations thereunder.

24 April 2025
Date


Michael E. Horejsi

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

21 April 2025

Subject: Notice to vacate, termination of occupancy.

Dear Mr. Mims,

As you are aware your mother was the legal tenant at 3764 39th Ave. #D, Oakland, CA. You also lived in the apartment as an occupant. Upon your mother's death you remained in the unit as an unauthorized occupant.

You were allowed to remain on the premises as an unauthorized occupant because you were involved in a lawsuit which included your mother as well as yourself. This lawsuit has ended, your appellate review was denied. It is time for both of us to move on.

It is my understanding that the legal issues are as follows. In Oakland an unauthorized occupant after a tenant's death generally has no legal right to remain in the rental unit. The housing provider can proceed with an eviction if necessary.

It is also my opinion that you cannot file a tenant petition with the Oakland RAP. The Oakland municipal code (OMC)8.22 a tenant is defined as a person who has legal right to use or occupy a covered rental unit, either through a written or oral agreement. This definition aligns with general landlord-tenant law, where a tenant is someone entitled to occupancy of a property under a lease or rental agreement. As such, you do not have the rights of a tenant because I have not agreed to and, you have not requested a new rental agreement between you and me. You have recently filed a tenant petition with RAP even though you are not a legal tenant by RAP standards and simply do not have standing to file any complaint with RAP because you are not a tenant.

A housing provider can permit an unauthorized occupant to stay on the property for a specific time. However, those individuals do not have any rights provided by the lease since they are not on it. A landlord can remove them from the property at any time. An unauthorized occupant currently resides in the property "as is" for their stay. They have no standing to request repairs or changes in the unit. An authorized occupant may become a tenant by going through the application and approval process as well as tenant background screening, which you have not done.

In this case, we do not have a written or oral rental agreement in place that establishes you as a legal tenant.

In summary:

- 1) You have no legal right to occupancy. Generally, individuals who are not named on the lease nor authorized by the landlord to live in the unit have no legal right to remain in the unit after the tenant's death.

- 2) Landlord's Action: The landlord can treat these as unauthorized occupants and initiate an eviction action.
- 3) Notice to vacate: The landlord will typically provide a notice to vacate to these individuals, outlining the reason for eviction and timeframe for moving out.

Reasons:

- a. Past behavior is unacceptable.
 - b. Substantial property damage.
 - c. Failure to comply with CCC 1941.2
 - d. Rent pay history.
 - e. Occupant not an authorized tenant.
 - f. I am willing to provide 90 days for you to relocate ending 31 July 2025.
- 4) The estate of the deceased tenant is responsible for removing the deceased personal belongings from the property.
 - 5) There are numerous vacancies available at the present time. There shouldn't be any issues with availability in the immediate rental market.

Should you as an unauthorized occupant fail or refuse to vacate in a timely manner, it will be necessary to file an un-lawful detainer action to evict you from the property. This could make it difficult for you to qualify for another apartment.

Thanks,



Mike Horejsi
Housing Provider

SIXTY DAY NOTICE OF TERMINATION OF TENANCY

TO: Satchidananda Mims (Unauthorized occupant)
All residents (tenants and subtenants) in possession (full name) and all others in possession

of the premises located at:

3764 39th Ave, Unit # (if applicable) 0
 (Street Address)
Oakland, CA 94619
 (City) (Zip)

PLEASE TAKE NOTICE that your tenancy of the premises is terminated effective at the end of a sixty (60) day period after service on you of this notice, or 31 July 2025 whichever is later.
 (Date)

You must peaceably vacate the premises and remove all of your personal property on or before the date indicated above. If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you which may include attorneys' fees and court costs as allowed by law, plus owner may recover an additional punitive award of six hundred dollars (\$600) in accordance with California law for such unlawful detention. This legal action will also result in forfeiture of the rental agreement.

This Notice of Termination of Tenancy does not relieve you of payment of any financial obligation for rent owed until the actual date of termination of tenancy.

You have the right to request an initial inspection of your unit and to be present during that inspection, which shall occur no earlier than two weeks before the termination of the tenancy and during normal business hours. At this initial inspection, the Owner/Agent will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. This may not be a final accounting of deductions from the security deposit. A separate Notice of Resident's Option to Request an Initial Inspection is provided with this Notice or will follow within a reasonable time. Please complete the form and return it to Owner/Agent if you wish to arrange for an initial inspection.

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

24 April 2025
 Date

[Signature]
 Owner/Agent

Proof of Service To be filled out by Server AFTER service on Resident is complete

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), in _____ (city), California, on the above mentioned Resident in possession in the manner indicated below.

- ☒ **BY DELIVERING** a copy of the Notice to the following resident(s) PERSONALLY: _____
- ☒ **BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;
AND 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.
- ☐ **BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);
AND MAILING by first class mail on the same day as posted, 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 resident(s) at the place where the property is situated.

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

 (Signature of Declarant)



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

RECEIVED

For Rent Adjustment Program date stamp.

JUL 24 2025

OAKLAND RENT
ADJUSTMENT PROGRAM

CASE NUMBER T -25-017

**PROPERTY OWNER RESPONSE
TO TENANT PETITION**

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

Rental Unit Information

3764 Street Number 39th Ave, E Street Name D Unit Number Oakland, CA 94619 Zip Code

Is there more than one street address on the parcel? ☐ Yes ☒ No If yes, list all addresses: _____

Type of unit(s) (check one): ☐ Single family home ☐ Condominium ☒ Apartment, room, or live-work
Number of units on property: 7
Date acquired property: January 1975

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

Tenant Information

Name of Tenant Petitioner(s): Satchidananda Mimi
Date tenant(s) moved into rental unit: 23 July 1982 Initial rent amount: \$ 425.00 Is/are tenant(s) current on rent? ☐ Yes ☒ No

Property Owner Information

Michael First Name Horejsi Last Name
Company/LLC/LP (if applicable): _____
Mailing address: P.O. Box 2883 Castro Valley, Ca. 94546
Primary Telephone: _____ Other Telephone: 775-400-6464 Email: mhorejsi@AOL.com

Property Owner Representative (Check one): ☐ No Representative ☐ Attorney ☐ Non-attorney

First Name _____ Last Name _____ Firm/Organization (if any) _____
Mailing Address: _____
Phone Number: _____ Email: _____

GENERAL FILING REQUIREMENTS

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

Requirement	Documentation
☒ Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
☒ Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.
☒ Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below. ☒ I first provided tenant(s) with the RAP Notice on (date): <u>30 Jun 2002</u> <i>*If RAP Notice was first provided on or after September 21, 2016, RAP Notice must be provided in English, Spanish, and Chinese.</i> ☐ I have never provided a RAP Notice. ☐ I do not know if a RAP Notice was ever provided.
Evidence of registration for all affected cover units (check one of the following boxes) ☐ On _____, I/we used all reasonable diligence in preparing my annual registration statement, reviewed it and submitted it to the Rent Adjustment Program, and, to the best of my knowledge, the information contained in the statement was true and complete. To the extent I was unable, despite the use of reasonable diligence, to ascertain the exact information to be reported, I provided the most accurate approximation possible based on information and belief where possible or, where such approximation was not feasible, I stated that the information was unknown. ☐ The subject unit(s) are exempt from the registration requirement	To support this declaration, I am providing: ☐ If property not registered online: Copy of the Property Registration and Residential Unit Registration forms submitted to RAP for the affected covered unit in the building. ☐ If property registered online: Copy of a document containing the registration data related to property registration and residential unit registration of the affected covered unit since the registration was done online. OR Declaration of Exemption: ☐ The residential property involved in this petition matter is not covered by either the city's Rent Adjustment Ordinance or the Just Cause Ordinance. Thus, the subject unit(s) are not subject to the registration requirements under the Oakland Municipal Code, Section 8.22.090.B.1.c.ii.

PROPERTY OWNER CLAIM OF EXEMPTION

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

- ☐ The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code 1954.50, et seq.). *If claiming this exemption, you must answer the following questions. Attach a separate sheet if necessary.*
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
 3. Was the prior tenant evicted for cause?
 4. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
 5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
 6. Did the petitioning tenant have roommates when he/she moved in?
 7. If the unit is a condominium, did you purchase it? If so: 1) From whom? 2) Did you purchase the entire building?

- ☐ The rent for the unit is controlled, regulated, or subsidized by a governmental unit, agency, or authority other than the City of Oakland Rent Adjustment Ordinance. (Attach documentation.)
- ☐ The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. (Attach copy of Certificate of Occupancy.)
- ☐ The unit is located in a motel, hotel, or rooming/boarding house, which the tenant petitioner has occupied for less than 30 days.
- ☐ The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. (Attach copy of Certificate of Exemption.)
- ☐ The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for the aged, or dormitory owned and operated by an educational institution. (Attach documentation.)

RESPONSE TO TENANT PETITION

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

A.

Unlawful Rent Increase(s)

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

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

Date tenant given notice of rent increase:	Date rent increase went into effect:	Amount of increase:		Did you provide a RAP Notice with the notice of rent increase?		Reason for increase (CPI, banking, or other):
(mm/dd/yy)	(mm/dd/yy)	FROM	TO	YES	NO	
6/24/25	8/21/25	\$ 1194 ⁰⁰	\$ 1223 ⁰⁰	☒	☐	CPI, Banking.
6/26/24	8/1/24	\$ 1166 ⁰⁰	\$ 1194 ⁰⁰	☒	☐	
6/28/23	8/1/23	\$ 1138 ⁰⁰	\$ 1166 ⁰⁰	☒	☐	
6/28/22	8/1/22	\$ 1105 ⁰⁰	\$ 1138 ⁰⁰	☒	☐	
6/13/19	8/1/19	\$ 1037 ⁰⁰	\$ 1130 ⁰⁰	☒	☐	

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

Tenant Petition Grounds		Owner Response
(A2)	Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s).	NO: See attached.
(A3)	A government agency has cited the unit for serious health, safety, fire, or building code violations.	NO: See attached.

B.

Decreased Housing Services

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

Tenant Petition Grounds		Owner Response
(B1)	The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.	NO: See attached.

(B2)	Tenant(s) is/are being unlawfully charged for utilities.	
C.	Other	
	<i>Complete this section if any of the grounds for the Tenant Petition fall under Category C on the Tenant Petition.</i>	
	Tenant Petition Grounds	Owner Response
(C1)	Rent was not reduced after a prior rent increase period for capital improvements.	
(C2)	Owner exemption based on fraud or mistake.	
(C3)	Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080 (C)).	

OWNER VERIFICATION

(Required)

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

Michael E. Hansen

Property Owner 1 Signature

22 July 2025

Date

Property Owner 2 Signature

Date

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

Check the box below if you agree to have RAP staff and the OTHER PARTY/IES send you documents related to your case electronically. If you agree to electronic service, the RAP and other parties may send certain documents (except a response) only electronically and not by first class mail.

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

MEDIATION PROGRAM

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

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

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

Property Owner Signature

Date

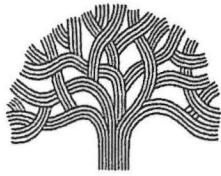
INTERPRETATION SERVICES

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

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

- ☐ Spanish (Español)
- ☐ Cantonese (廣東話)
- ☐ Mandarin (普通话)
- ☐ Other: _____

-END OF RESPONSE-



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

RECEIVED

JUL 24 2025

OAKLAND RENT
ADJUSTMENT PROGRAM

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

On the following date: 22 / JUL / 2025 I served a copy of (check all that apply):

☒ **PROPERTY OWNER RESPONSE TO TENANT PETITION** plus 22 attached pages
(number of pages attached to Response not counting the Response form or *PROOF OF SERVICE*)

☐ Other: _____

by the following means (check one):

☒ **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.

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

PERSON(S) SERVED:

Name	<u>Satchidananda Mims</u>
Address	<u>P.O. Box 19304, Oakland, CA 94619</u>
City, State, Zip	<u>Oakland, Ca. 94619</u>

Name	
Address	

City, State, Zip	
------------------	--

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

Michael E. Horejsi
PRINTED NAME

Mia Espinoza
SIGNATURE

22 July 2025
DATE SIGNED

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**
00054416

DBA

MICHAEL E HOREJSI
HOREJSI MICHAEL E & PATRICIA H TRS

BUSINESS LOCATION

3764 39TH AVE
OAKLAND, CA 94619-2037

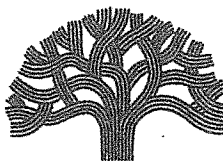
BUSINESS TYPE

O2 Rental - Apartment

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.300 (C,D), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

EXPIRATION DATE
12/31/2025

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



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

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



HOREJSI MICHAEL E & PATRICIA H TRS
PO BOX 2883
CASTRO VALLEY, CA94546-0883

PUBLIC INFORMATION ABOVE
THIS LINE TO BE
000098 JOUSLY POSTED

SECTION V - RAP FEE CALCULATION

15. NET CHARGEABLE UNITS (subtract Line 14 from pre-printed units on Line 6) 15. 7

16. RAP FEE (multiply Line 15 by \$101.00) 16. \$ 707.00

17. RAP PENALTY (if paying after March 3, 2025, calculate below)
 March 4, 2025 - April 2, 2025 (multiply Line 16 by 0.10) _____
 April 3, 2025 - May 2, 2025 (multiply Line 16 by 0.25) _____
 May 3, 2025 - until paid (multiply Line 16 by 0.50) _____
 17. \$ _____

18. RAP FEE & PENALTY SUBTOTAL (add Line 16 and Line 17) 18. \$ _____

19. RAP INTEREST (if paying after March 3, 2025, calculate below)
 Example: (March 4, 2025 = 1) (April 1, 2025 = 2) (May 1, 2025 = 3) etc.
 # of calendar months late: _____ x 0.01 x Line 18 _____
 19. \$ _____

20. PRIOR RAP AMOUNT DUE (see instructions page) 20. \$ 2.00

21. TOTAL RAP FEE, PENALTY & INTEREST DUE 21. \$ 709.00
 If paying on or before March 3, 2024, add Lines 16 and 20
 If paying on or after March 4, 2024, add Lines 18, 19 and 20

SECTION VI - CALCULATE FEES

22. RECORDATION & TECHNOLOGY FEE 22. \$ 3.00

23. STATE DISABILITY ACCESS AND EDUCATION FUND
 OAKLAND BASED BUSINESSES ONLY 23. \$ 4.00

24. MINIMUM WAGE & LABOR STANDARDS FEE 24. \$ _____
 Total number of Oakland based employees in 2024 (owners excluded): _____ x \$5.15

25. TOTAL FEES DUE (add Lines 22, 23 and 24) 25. \$ 7.00

SECTION VII - CALCULATE TOTAL AMOUNT DUE

26. TOTAL AMOUNT DUE (add Lines 13, 21 and 25) 26. \$ 201.00

SECTION VIII - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this declaration is true and correct.

Print Name	Signature	Date	Phone Number
Michael & Horejsi	<i>Michael & Horejsi</i>	21 Feb 2025	510-727-1091

RENEWAL & PAYMENT OPTIONS

 **ONLINE:** Automatically calculate taxes at [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)
 Enter account number: 00054416 and PIN: 1448995
 Pay by VISA, MasterCard, Discover or eCheck

 **BY MAIL:** CITY OF OAKLAND, PO BOX 45199, SAN FRANCISCO, CA 94145-5199
 Send one check per account made payable to "City of Oakland - Business Tax"
 DO NOT SEND CASH

 **WALK IN:** 250 Frank H. Ogawa Plaza, Suite 1320, Oakland, CA 94612
 Mon, Tues, Thurs, Fri: 8 AM - 4 PM Wed: 9:30 AM - 4 PM

BUSINESS TAX CUSTOMER SUPPORT

 Online Chat	 Email	 Phone
HTTPS://LTSS.OAKLANDNET.COM Click chat bubble bottom right M-F 8:30 AM - 4:30 PM	BTWebSupport@OaklandCA.gov	(510) 238-3704 M, Tu, Th, F: 8 AM - 4 PM Wed: 9:30 AM - 4 PM

**CITY OF OAKLAND | 2025 Business Tax and Rent Adjustment Program (RAP)****Rental Renewal Declaration**SAVE TIME, RENEW ONLINE [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 3, 2025

SECTION I - BUSINESS INFORMATION

1. Account #: 00054416 3. Business Name: MICHAEL E HOREJSI

2. Mailing Address: 4. Business Location: 3764 39TH AVE
OAKLAND, CA 94619-2037

 MICHAEL E HOREJSI
PO BOX 2883
CASTRO VALLEY, CA 94546-0883

5. Industry Code: O - RESIDENTIAL RENTAL PROPERTY

6. Units: 7

SECTION II - CLOSE ACCOUNT

Oakland Municipal Code 5.04.300(I) provides that a person who does not intend to carry on usual and customary business activities beyond December 31 of any given year is not liable to obtain and pay for a business tax certificate. Written documentation of closure may be required. If this rental business was sold or discontinued within Oakland, enter the last date any business activity occurred: _____

Month _____ Day _____ Year _____

If the Year above is 2024 or earlier, skip to Section VIII.

If the Year above is 2025, continue to complete the remainder of this Declaration.

SECTION III - CALCULATE 2025 BUSINESS TAX

7. 2024 GROSS RECEIPTS (January 1 - December 31, 2024, actual gross receipts) 7. \$ 117916⁰⁰

8. 2025 BUSINESS TAX DUE 8. \$ 1644.93
(multiply Line 7 by 0.01395 or enter \$13.95, whichever is greater)

9. BUSINESS TAX PENALTY (if paying after March 3, 2025, calculate below) 9. \$ _____
March 4, 2025 - May 2, 2025 (multiply Line 8 by 0.10) _____
May 3, 2025 - until paid (multiply Line 8 by 0.35) _____

10. BUSINESS TAX & PENALTY SUBTOTAL (add Lines 8 and 9) 10. \$ _____

11. BUSINESS TAX INTEREST (if paying after March 3, 2025, calculate below) 11. \$ _____
Example: (March 4, 2025 =1) (April 1, 2025 =2) (May 1, 2025 =3) etc.
of calendar months late: _____ x 0.01 x Line 10 _____

12. PRIOR AMOUNT DUE OR CREDIT (see instructions page) 12. \$ (289.12)

13. TOTAL BUSINESS TAX, PENALTY & INTEREST 13. \$ 1355.81
If paying on or before March 3, 2024, add Lines 8 and 12
If paying on or after March 4, 2024, add Lines 10, 11 and 12 + add \$50.00 Late Filing Fee (see instructions page)

RENT ADJUSTMENT PROGRAM (RAP)**SECTION IV - OWNER EXEMPTIONS CLAIMED FOR 2025**

Claim all that apply (see instruction page for explanation):

- A. Owner Occupied Unit A. _____
- B. Off the Rental Housing Market (attach explanation) B. _____
- C. Motel, Hotel or Rooming House C. _____
- D. Hospital, Convent or Monastery D. _____
- E. Newly Constructed and Received a Certificate of Occupancy within the past 10 years E. _____

14. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E) 14. 1

30 day notice of change of terms of tenancy

4 June 2002

ATTORNEY'S FEES.

Item 6 of some tenants rental agreements deal with the myself obtaining attorney's fees in the event legal action is taken against any tenant by myself. The attorney fee clause no longer applies.

LATE CHARGES.

Acceptance of late payments does not waive my right to expect payment on the first of each month when due. Late charges must be paid if rent is received after the 5th day of each month. The late charge will be \$25.00 if rent is paid between the sixth and fifteenth of the month. If rent is paid after the sixteenth the late charge will increase to \$50.00.

REPAIR REQUESTS.

All future requests for repairs must be made in writing. Please list all items you wish addressed. This will greatly assist in delivering a high level of service to all tenants.

RENT ARBITRATION PROGRAM.

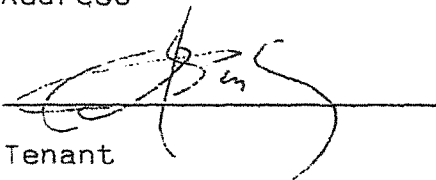
On the reverse is a copy of the notice to tenants regarding Oakland's Rent Arbitration Program. This notice is required to be issued each time there is a change to a tenant's tenancy.

5 Jun 02

Date.

5 Jun 02

Date

3764 39th Ave. # D
Address
Tenant
Owner/Manager

Prior RAP cases: T03-03-0237, T03-0300, T16-0549, T18-0523, T18-0480, T19-0415, T20-0006, T22-0154, T25-0059, T25-0041

A. Background

1. Petitioners case T25-0059 was denied recently, and he has appealed the ruling. This is his normal Modis operandi as he has done this before with RAP rulings. He has demonstrated bad faith by routinely mis-stating material facts.
2. Mr. Mims is a vexatious litigant. He filed his petition several days before the appeal for his most recent lawsuit was denied. He has been in continuous litigation for over nine years with both RAP and Superior Court actions. He is of the opinion that he is protected by CCC 1942.5, he ignores property owner's rights under CCC 1942.5(E-G).
3. He continues to attempt to litigate issues which have been adjudicated. Occupant has a long history of frivolous and harassing lawsuits/petitions and is causing unnecessary burden, delays, and expenses.
4. Occupant was provided a notice to vacate on 24 April 2025 upon conclusion of litigation appealing a superior court case RG2005253. His appeal was rejected on numerous occasions until finally being closed by the supreme court. His appeal case #A173290 was denied and closed by the Supreme Court of California on 16 July 2025. The appeal process was delayed by nearly 2-years by the occupant Mr. Mims. These were caused due to a lack of timely responses on his part. He was provided a letter of explanation with the notice to vacate by 31 July 2025. I did not take action to remove him from the apartment until the end stages of his years long case against me. Exhibit #1-3.

B. Petitioner is considered an unlawful occupant.

Petitioners' status

1. Petitioner considers himself to be a tenant in the context of tenant law. Contrary to his claims. He is not a lawful tenant under the Oakland Rent Adjustment program. In order to be a tenant he needs to obtain a rental agreement with the owner. Petitioner did not inherit the unit upon his mother's death. As such he is considered an unauthorized occupant. An unauthorized occupant does not have a direct relationship with the owner. Therefore, he cannot claim any protection under landlord – tenant laws.
2. The situation is that the legal tenant has been deceased since April 2021. At the time of death, a lawsuit was pending in superior court. The petitioner was allowed to remain in the premises, pay the rent and represent the legal tenant in the lawsuit. Obviously, the rent receipts are in his name. The lawsuit was tried in June 2023 where he lost his case. Petitioner appealed the case, and was denied relief at all levels, most recently on 16 July 2025 by the Supreme Court of California, his petition for review was denied.

3. He cited several cases which he claims give him full statutory protection and somehow qualify him as a tenant. These cases established only that a rent board has authority to regulate rent as long as the occupancy is continuous. They do not remotely suggest when rent is paid by an occupant that he becomes a tenant by occupancy. (whatever that is). Several things must happen in order for an occupant in possession of an apartment when the legal tenant passes away to become a tenant. They must qualify for the rental unit, be approved by the property owner, and sign a new rental agreement. In the current situation, the petitioner is an unauthorized occupant. He never went through the qualification process, never approved by the owner, and never signed a rental agreement. In addition, the petitioner has suggested he cannot afford the low rent he is required to pay.

4. Mr. Mims was named as an occupant in the unlawful detainer case. His mother was named as the legal tenant. The ruling did not authorize a change of status of either party. The petitioner was merely an occupant at that time.

5. Upon the death of the petitioner's mother he became an unauthorized occupant or a non-occupant? Exhibit #4.

6. Petitioner is not a legal tenant and should not be viewed by RAP as other than what he is, an unauthorized occupant with limited rights. His request for relief should be denied.

C. Basis for denying Petitioners objection to rent increases.

1. Only petitioner would claim the letter, sent to him on May 27, 2025, was a rent increase. He was advised that he had banked rent from 2020-2021. This was our best effort at using the RAP program. The 2025 CPI was not available at that time. He seems to have a problem with math. He did not respond to my request for comments. Exhibit #5.
2. The occupant was served with a 30-day notice of rent increase on 21 Jun 2025, effective 1 August 2025. Per RAP guidance banked rent is allowed to be taken at the rate of 3 times the current CPI. Based on the .8% CPI, the occupants allowable rent increase was 2.4% which is consistent with RAP guidance. Occupant did not provide a complete notice of rent increase with his petition. Exhibit #6.
3. According to calculations he has a banked rent amount of 3% carried over.
4. A quick Google search rejected all claims of improper compliance concerning RAP rules regarding this rent increase. An overview which totally supports my position is attached as Exhibit #3.
5. The occupant's claims of 6.9% increase in rent is non-sensical and unsupported.
6. Petitioner comments concerning pending case number T25-0041 is a capital expense property owner petition and has not been ruled upon.

7. Petitioner routinely tries to re-litigate in bad faith issues such as late fees and his bankruptcy case he just presented in case T25-0041 are either irrelevant or barred by Res judicata.

Housing Providers Request.

- a) The complaint concerning his rent increase should be denied.
- b) Petitioner misstates RAP rules concerning banked rent and covid-19 policies. The requested rent increase should be approved as requested.

D. Reduced housing service.

1. Petitioner considers himself to be a tenant in the context of tenant law. Petitioner did not inherit the unit upon his mother's death. As such he is considered an unauthorized occupant. An unauthorized occupant does not have a direct contractual relationship with the owner. Therefore, he cannot claim any protection under landlord – tenant laws.
2. Petitioner has in the past caused documented, intentional damages to the unit and are memorialized on his rent receipts. He has never paid for any of the damages. Exhibit #7.
3. Prior issues occurred with the plumbing. On one occasion the commode was plugged and the legal tenant at the time paid for the plumber. On another occasion the garbage disposal was plugged with what appeared to be onion peelings and a piece of wire. At that time occupants were advised about what could go down the disposal. Exhibit #8.
4. Petitioner once again provides misinformation on his housing services. (Plumbing failure claim). Occupant verbally complained on 14 Jan 2025 that his bathroom and kitchen sink common drain was plugged. Inspection revealed that the plug was limited to his unit. A lower unit and upper unit drain into the same branch line going into the main disposal pipe. The obstruction was limited to the occupant's apartment.
5. On the same day 14 Jan 2025, he complained my employee and myself ran an auger through the bathroom sink drain line. We did extract what appeared to be onion peelings from the pipe. There was another unknown material that was difficult to remove from the pipe. On that day after clearing the pipe the water was flowing normally. To add, the bathroom sink was replaced with a new sink on or about 23 Jan 2025.
6. On or about 27 Jan 2025, he again complained that his kitchen and bathroom sinks were running slowly.
7. I became suspicious that he was intentionally plugging the pipes. The drain pipe was again cleaned and flowed normally. Whatever was in the drain pipe was removed and flowed into the main sewer line. At that time, he was advised of what was acceptable to run down the garbage disposal. In addition, he was advised to run plenty of water in the sink when running the

disposal. He was also told at that time any further problems with the drain would require him to get a professional to clear it. Occupant did not report any problems with his drain until or about 14 April 2025. Tenant letter, Exhibit #9.

8. Housing provider was further convinced that the occupant was inducing a blockage to the drain line by running grease or coffee grounds through his garbage disposal with intent to cause a costly block to the main sewer line. On 1 March 2025 the tenant below him called at 11pm and was hysterical. She stated that her plumbing was blocked and each time the petitioner upstairs flushed his toilet it was overflowing onto her bathroom floor and running onto her carpet. She told me she was soaking the water up and hauling it outside to dispose of it in the street gutter. Without a doubt this was a horrible experience for her.
9. I responded to the building at that time and was in her apartment and observed that the water was overflowing only when the occupant upstairs ran water down the drain. The toilet contained a thick amount of black particles that I at the time believed to be dirt. I now believe it was possibly coffee grounds.
10. All tenants in the building inconvenienced were requested to discontinue running water until I could get a professional to ensure the sewer line was cleared. Upon arrival of the drain cleaner on Sunday it was determined that the restriction to the drain was confined to the branch drain servicing the occupant and his downstairs neighbor.
11. The main line was cleaned with an auger, flushed with pressure water, and surveyed with a camera. There were no restrictions beyond excess grease in the main line. The cost to me for this work was \$3000.00.
12. It is my opinion, due to prior behavior, the occupant was also responsible by entering material through his garbage disposal that passed through his pipes and plugged the branch main line servicing the two apartments. If the occupant's actions caused the blocking, he was a nuisance to all the tenants in the building by depriving them from using the water system for at least 12-hours. See Exhibit #10.
13. Occupant again reported on 14 April 2025 that his kitchen and bathroom sink were plugged. However, he stated it ran slow and then quit running at all (his petition suggests that this was a problem since I cleared the drain in Jan 2025) his letter suggested it was a problem that began with slow drainage on 6 April 2025.
14. Inspection of the stoppage was conducted on 14 April 2025. Both bathroom and kitchen sinks were completely plugged. Occupant was informed to call a plumber and arrange as well as pay for the service. At that time, I felt the occupant plugged his drain line to harass me and did it intentionally.
15. Occupant called a plumber to clear the blockage. The plumber arrived on 15 May 2025. My employee and I were present and spoke to the plumber about the history of the occupants drain clogs. He wrote on his invoice, "ran the snake down approximately 10 to 15 feet. Clog cleared immediately, ran a bunch of water in the kitchen sink, ran a bunch of water in the bathroom

sink, line is open draining and flowing properly. There is no warranty on the clog did not find any thing in the line, seems like normal wear and tear in the pipes, nothing abnormal.” My employee was present during the plumber’s presence. It should be noted that there is no warranty on the job because the occupant could plug it again within minutes of him departing. Also, that it must have been plugged by wear and tear. Wear and tear do not auger out of the pipes.

16. The next day, on 16 May 2025 the tenant below occupant called again and was hysterical. She stated her toilet ran over when the occupant flushed his toilet. I responded immediately and plunged the toilet. Apparently, the material removed by the plumber moved through the joint branch line and blocked the entry to the main pipe. I continued to plunge the toilet, the water went down the toilet and ran 5-6 flush cycles without any problems. The blockage appears to have moved into the main drain and not caused further problems into the main drain pipe. Occupant was notified of this. Exhibit #11.

Housing provider’s request.

- a) Occupants’ complaint concerning reduction in housing services should be denied.
- b) In my opinion there are numerous legal reasons why I am not required to clear the unauthorized occupants clogged drains.
- c) No duty on the part of the landlord to repair dilapidation shall arise under section CCC 1941 or 1942 if the occupant contributes substantially to the existence of the dilapidation. His unit was involved in three incidences of obstructed drains in a 5-month period of time. Exhibit #12.
- d) Occupant is required to properly use and operate plumbing fixtures. CCC 1941.2(a)(3) not intentionally or accidentally clog drains and be a nuisance to other tenants by doing so. See Exhibit #13 & 13a.
- e) In this case the drain pipes are in good condition and generally landlords are not responsible for other than main sewer lines and maintenance of the internal hoses, water cut offs and leaks. See exposed pipes, see exposed pipes. Exhibit #14.
- f) The petitioner is not a legal tenant. This was explained to his attorney on 29 April 2025. He is an unauthorized occupant. As such, the landlord has no legal requirement to provide the occupant the same services as what a legal tenant would get. The occupant has not provided any information which would alter his status as an unauthorized occupant. Letter Exhibit #15.
- g) It should be noted that occupant has not reported any problem with his drain since he was required to pay for the plumber on 15 May 2025. Occupant should not be rewarded for intentional or unintentional clogging of his drains. His request should for reimbursement should be denied.

- h) It is housing providers opinion that a ruling in the favor of the occupant would be contrary to landlord/tenant law CCC 1941 or 1942 and would encourage occupant to continue to misuse his garbage disposal effectively causing a nuisance to other tenants and additional operational problems with the building. Occupant has had more issues with his plugged drains in 5-months this year than the entire building has had in the last 10-years. This type of issue is generally very rare. The occupant has long demonstrated an animosity against the housing provider which could lead to this type of vindictive behavior.

E. Retaliation for protected activity

1. Requesting a rent increase per RAP rules is not a protected activity.
2. Being held responsible for intentionally or unintentionally blocking drains under CCC 1941 is not protected activity.
3. All actions taken involving occupant were in good faith and comply with CCC 1942.5(b)(f) and (g).

Housing providers request.

- a) Occupants request for relief should be denied.

List of Exhibits

1. Notice to vacate 3 pages.
2. Status of occupant. Google search.
3. Removal, Google Search.
4. Removal, Google Search.
5. Calculation of rent, letter 27 May 2025, 2-pages.
6. Rent increase notice, 30-day notice, 2-pages.
7. Rent receipt June 2025, 2-pages.
8. Prior damage to disposal.
9. Request for service, Letter 14 April 2025.
10. Response to request for service, Letter 15 April 2025, 2-pages.
11. Letter concerning drain, Letter 19 May 2025.
12. No legal requirement, Google search 2-pages.
13. Landlord responsibility, Google search.
- 13a. Occupants rights, Google search.
14. Photos of drain pipes.
15. Letter to attorney, 29 April 2025.

Mailed 23 Apr 2025

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

21 April 2025

Subject: Notice to vacate, termination of occupancy.

Dear Mr. Mims,

As you are aware your mother was the legal tenant at 3764 39th Ave. #D, Oakland, CA. You also lived in the apartment as an occupant. Upon your mother's death you remained in the unit as an unauthorized occupant.

You were allowed to remain on the premises as an unauthorized occupant because you were involved in a lawsuit which included your mother as well as yourself. This lawsuit has ended, your appellate review was denied. It is time for both of us to move on.

It is my understanding that the legal issues are as follows. In Oakland an unauthorized occupant after a tenant's death generally has no legal right to remain in the rental unit. The housing provider can proceed with an eviction if necessary.

It is also my opinion that you cannot file a tenant petition with the Oakland RAP. The Oakland municipal code (OMC)8.22 a tenant is defined as a person who has legal right to use or occupy a covered rental unit, either through a written or oral agreement. This definition aligns with general landlord-tenant law, where a tenant is someone entitled to occupancy of a property under a lease or rental agreement. As such, you do not have the rights of a tenant because I have not agreed to and, you have not requested a new rental agreement between you and me. You have recently filed a tenant petition with RAP even though you are not a legal tenant by RAP standards and simply do not have standing to file any complaint with RAP because you are not a tenant.

A housing provider can permit an unauthorized occupant to stay on the property for a specific time. However, those individuals do not have any rights provided by the lease since they are not on it. A landlord can remove them from the property at any time. An unauthorized occupant currently resides in the property "as is" for their stay. They have no standing to request repairs or changes in the unit. An authorized occupant may become a tenant by going through the application and approval process as well as tenant background screening, which you have not done.

In this case, we do not have a written or oral rental agreement in place that establishes you as a legal tenant.

In summary:

- 1) You have no legal right to occupancy. Generally, individuals who are not named on the lease nor authorized by the landlord to live in the unit have no legal right to remain in the unit after the tenant's death.

000108

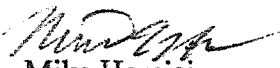
- 2) Landlord's Action: The landlord can treat these as unauthorized occupants and initiate an eviction action.
- 3) Notice to vacate: The landlord will typically provide a notice to vacate to these individuals, outlining the reason for eviction and timeframe for moving out.

Reasons:

- a. Past behavior is unacceptable.
 - b. Substantial property damage.
 - c. Failure to comply with CCC 1941.2
 - d. Rent pay history.
 - e. Occupant not an authorized tenant.
 - f. I am willing to provide 90 days for you to relocate ending 31 July 2025.
- 4) The estate of the deceased tenant is responsible for removing the deceased personal belongings from the property.
 - 5) There are numerous vacancies available at the present time. There shouldn't be any issues with availability in the immediate rental market.

Should you as an unauthorized occupant fail or refuse to vacate in a timely manner, it will be necessary to file an un-lawful detainer action to evict you from the property. This could make it difficult for you to qualify for another apartment.

Thanks,


Mike Horejsi
Housing Provider

SIXTY DAY NOTICE OF TERMINATION OF TENANCY

Satchidananda Mune (Unauthorized occupant)

All residents (tenants and subtenants) in possession (full name) and all others in possession

of the premises located at:

3764 39th Ave

(Street Address)

, Unit # (if applicable) 0

Oakland

(City)

, CA 94619

(Zip)

PLEASE TAKE NOTICE that your tenancy of the premises is terminated effective at the end of a sixty (60) day period after service on you of this notice, or 31 July 2025 whichever is later.
(Date)

You must peaceably vacate the premises and remove all of your personal property on or before the date indicated above. If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you which may include attorneys' fees and court costs as allowed by law, plus owner may recover an additional punitive award of six hundred dollars (\$600) in accordance with California law for such unlawful detention. This legal action will also result in forfeiture of the rental agreement.

This Notice of Termination of Tenancy does not relieve you of payment of any financial obligation for rent owed until the actual date of termination of tenancy.

You have the right to request an initial inspection of your unit and to be present during that inspection, which shall occur no earlier than two weeks before the termination of the tenancy and during normal business hours. At this initial inspection, the Owner/Agent will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. This may not be a full accounting of deductions from the security deposit. A separate Notice of Resident's Option to Request an Initial Inspection is provided with this Notice or will follow within a reasonable time. Please complete the form and return it to Owner/Agent if you wish to arrange for an initial inspection.

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

24 April 2025
Date

[Signature]
Owner/Agent

Proof of Service To be filled out by Server AFTER service on Resident is complete

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 24 day of April (month), 2025 (year), in Oakland (city), California, on the above mentioned Resident in possession in the manner indicated below.

- ☒ **BY DELIVERING** a copy of the Notice to the following resident(s) **PERSONALLY**: _____
- ☒ **BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;
- ☒ **AND 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.
- ☐ **BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);
- ☐ **AND MAILING** by first class mail on the same day as posted, 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 resident(s) at the place where the property is situated.

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

[Signature]
(Signature of Declarant)

AI Mode All News Images Short videos More 

legal status of occupant when tenant dies

When a tenant passes away, the legal status of other occupants in the rental property depends on their relationship to the deceased tenant and whether they are listed on the lease agreement. 

Here's a breakdown of common scenarios:

1. Co-tenants listed on the lease

- If the deceased tenant was part of a co-tenancy, the remaining tenant(s) retain their rights and responsibilities under the existing lease agreement.
- They are obligated to continue paying the full rent, as the rental payment responsibility does not decrease with the death of one tenant.
- When the lease expires, the remaining tenant(s) can renegotiate a new lease in their name(s) only. 

2. Occupants not on the lease (e.g., family members, caregivers)

- If the deceased tenant was the sole person on the lease, and other individuals were living there as occupants (e.g., family members, caregivers), their legal status is more precarious. ✓
- In some cases, especially with elderly tenants and their caregivers, these occupants may attempt to establish tenancy rights to continue living in the property and potentially benefit from lower rents, particularly in rent-controlled areas.

The landlord should clarify the legal status of such occupants and determine whether

- they can legally stay in the rental property, [according to SNS Law Group](#).
- If the occupant was not listed on the lease and the landlord did not know about their presence or did not explicitly accept them as tenants, their legal status as an unauthorized occupant may allow the landlord to pursue eviction proceedings if they refuse to leave voluntarily.  ✓

3. Rent-controlled properties

In rent-controlled jurisdictions, an adult child who was a minor when the unit was initially rented and lived in the unit at the time of the tenant's death may have the right

- to claim succession to the rent-controlled tenancy, [according to SNS Law Group](#). 

In general

- The lease agreement remains in effect after the tenant's death and transfers to the deceased tenant's estate.

Ask anything 

 6 sites

Tenant Death: What California Landlords Need to Know

Jun 4, 2024 — So, it's really my pleasure to welcome Edrin Shamto...

 SNS Law Group 

Does Death Terminate a Lease? What to Do Next - O'Flaherty Law

Mar 1, 2024 — Does Death Terminate a Lease? What to Do Next *...

 O'Flaherty Law 

Hold Over Tenants - The Law Office of Fordham

Sometimes, however, the occupants may have a legal right to remain in the decedent's...

 dennisfordhamlaw.com 

Show all

AI Mode All News Images Short videos More 



AI responses may include mistakes. [Learn more](#)



What legal options does a landlord have to remove an unauthorized occupant after a tenant's death?

In California, if a tenant dies and an unauthorized occupant remains in the rental unit, a landlord generally has two main options to regain possession of the property:

1. Eviction (unlawful detainer lawsuit)

- **Serving a Notice:** The landlord can serve a notice to the deceased tenant's estate (usually addressed to "Estate of [Deceased Tenant's Name]") demanding that the unauthorized occupant vacate the premises. If the unauthorized occupant does not leave within the timeframe specified in the notice, the landlord can proceed with an eviction lawsuit. ✓
- **Filing an Unlawful Detainer:** This is a legal action where the landlord files a lawsuit to regain possession of the property and, potentially, claim damages (like unpaid rent). According to the County of Contra Costa Superior Court, unlawful detainer cases are expedited, with the tenant usually having 5 days to file a response. If the unauthorized occupant doesn't respond or doesn't have a valid defense, the landlord can obtain a judgment for possession and a writ of possession. The sheriff will then serve the writ, giving the unauthorized occupant a final opportunity to vacate before being physically removed.
- **Prejudgment Claim of Right to Possession:** If the landlord was unaware of the unauthorized occupant before filing the eviction lawsuit, the Sheriff or Registered Process Server can serve them with a Prejudgment Claim of Right to Possession (Form CP 10.5) along with the summons and complaint. This form allows the unknown occupant to file a claim with the court within 10 days, becoming a defendant in the case and giving them the opportunity to present their defense against the eviction. ⚡

2. Notice of Belief of Abandonment

- If the landlord is unaware of any executor or family members, and 30 days have passed since the last rent payment, they can issue a Notice of Belief of Abandonment.
- The landlord posts the notice on the property and waits the required number of days (currently 18 days in California).
- If no one claims possession within the specified period, the landlord can legally regain possession and change the locks. This can be a faster method than eviction if the conditions are met. ⚡

 10 sites

Landlord / Tenant General Information Court of California

If there are unknown occupants, the Sheriff's Office Registered Process Server may serve the

 County of San Bernardino Superior Court

Eviction cases in California | California Courts | Self Help Guide

The landlord gives a Notice. The landlord gives the tenant a written...

 California Courts Self-Help (.gov)

Landlord / Tenant (Unlawful Detainer)

Serve the tenant with the appropriate writ (there are several types of notices, and...

 County of Contra Costa Superior Court

Show all

3

AI Mode All News Images Short videos More



legal status of occupant when tenant dies

When a tenant passes away, the legal status of any remaining occupants in the rental property depends on their relationship to the deceased tenant and whether they were named on the lease or had a formal agreement with the landlord.

Here's a breakdown of possible scenarios and their implications:

- N/A
- **Named on the lease:** If the occupant was also a named tenant on the lease (co-tenant or co-leaseholder), they are generally entitled to continue the tenancy according to the terms of the existing lease agreement.
 - **Authorized occupant:** If the occupant was explicitly authorized by the landlord to reside in the property, even if not a signatory on the lease, they might have certain rights, depending on local and state laws. They would typically need to enter into a new lease agreement or have their status officially recognized by the landlord to continue living in the property. ✓

Family member or long-term guest (not on lease, not formally authorized): This situation can be more complex. In some jurisdictions, individuals who have lived in the rental for an extended period, even without a signed lease, might gain certain legal protections as implied tenants, [according to LeaseRunner](#). However, without a formal agreement, their rights are limited compared to those of a tenant. The deceased tenant's estate would typically be responsible for the lease, and the landlord would

- work with the executor to determine the future of the tenancy.
- **Unauthorized occupant:** If the occupant was not authorized by the landlord or not included in the lease, they can be considered an unauthorized occupant. In such cases, the landlord may need to follow specific legal procedures, such as serving a notice to quit, to have the unauthorized occupants vacate the premises. ✓

Important considerations

- **Lease continuation:** The deceased tenant's estate is typically responsible for fulfilling the terms of the lease until it is formally terminated.
- **Communication with the executor:** Landlords should communicate with the deceased tenant's executor or next-of-kin to discuss the lease, removal of belongings, and other related matters.
- **Local and state laws:** Landlord-tenant laws vary by jurisdiction, so it's essential to understand the specific regulations in your area regarding tenant death and occupant rights.
- **Eviction procedures:** If necessary, a landlord may need to initiate eviction proceedings to remove unauthorized occupants, adhering to the proper legal process. ✓
- **Sensitivity:** It's important to approach these situations with respect and empathy for the grieving family while also protecting the landlord's rights and property interests.

Disclaimer: This information is for general knowledge and should not be considered legal

Ask anything



11 sites

Tenant vs. Occupant: Understanding the Key Differences for ...

Nov 10, 2024 — Quick Summary. * The distinctions between tenants and...

SharedEasy

Tenant vs Occupant: What's the Difference and Why It Matters

May 12, 2025 — What Is an Occupant? On the other hand, an occupant is...

LeaseRunner

Does Death Terminate a Lease? What to Do Next

Mar 1, 2024 — Does Death Terminate a Lease? What to Do Next *...

O'Flaherty Law

Show all

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

27 May 2025

Re: Rent Increase

Commencing 1 August 2025, a higher rent will be administered to reflect banked CPI increase in rent from 2020 of 2.7% and 2021 of 1.9%. As of this moment the CPI for 2025 has not been published. When calculating the banked rent by adding it to the current payment of \$1194.00 approved by the rent board, the basis of calculating your rent will be \$1249.00 plus the upcoming new CPI increase for 2025.

Attached you'll find the calculations as calculated by the Oakland RAP rental increase calculator. This follows the calculation method used by RAP and myself.

This change is necessary in light of recent RAP decisions regarding banked rent. I appreciate your understanding. Please note that this adjustment falls within RAP's jurisdiction. CPI increases and banked rent cannot be disputed unless incorrect. You are welcome to check the calculations yourself. Let us know if you feel there are any discrepancies.

Thank you for your cooperation.


Mike Horejsi
Housing Provider

5
000114

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program

<http://rapwp.oaklandnet.com/about/rap/>

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

HOVER OVER CELL FOR INSTRUCTIONS

INPUT IN YELLOW CELLS ONLY

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Aug-1982	MUST FILL IN D10, D11, D12 and D16. D13 should be filled in if it applies.	Case No.:	
Effective date of increase	1-Aug-2024		Unit:	#D
Current base rent (before increase and without any prior cap. improve pass-throughs)	\$1,194.00			
Is there a continuing cap. imp. pass-through?	\$0.00			
Date calculation begins	8/1/2013			
Base rent when calc. begins	\$976.54			

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Increased Housing Serv. Costs increase	Base Rent Reduction	Annual CPI Percentage	Allowable CPI increase	Rent Ceiling
8/1/2024				2.3%	\$28.08	\$1,249.07
8/1/2023				2.5%	\$29.78	\$1,220.99
8/1/2022				3.0%	\$34.70	\$1,191.21
8/1/2021				1.9%	\$21.56	\$1,156.52
8/1/2020				2.7%	\$29.84	\$1,134.95
8/1/2019			\$ (25.00)	3.5%	\$38.22	\$1,105.11
8/1/2018				3.4%	\$35.90	\$1,091.90
8/1/2017				2.3%	\$23.74	\$1,055.99
8/1/2016				2.0%	\$20.24	\$1,032.25
8/1/2015				1.7%	\$16.92	\$1,012.01
8/1/2014				1.9%	\$18.55	\$995.09
8/1/2013						\$977

Calculation of Limit on Increase

Current base rent	\$1,194.00
Maximum percentage Increase	6.9%
Ceiling on allowable increase - dollar amount	\$82.39
Allowable Percentage CPI increase this year	2.3%
Allowable Increase Based on CPI - Dollar Amount	\$27.46
Banked Amount	\$27.61
Sum of Banking amount and current CPI	\$55.07
Total Allowable Increase- the smaller of "ceiling on allowable increase" and "sum of banking and current CPI"	\$55.07
Prior capital improvements recovery	\$0.00
Rent ceiling w/o other new increases	\$1,249.07

OWNER FILL IN:

Banking Dollar Amount	CPI Dollar Amount	Total Increase
\$27.61	\$27.00	\$54.61

Notes:

1. You cannot use banked rent increases after 10 years.
2. Rent increases that include banked CPI increases are limited to three times the current annual CPI rate.
3. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
4. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
5. Debt Service and Fair Return increases include all past annual CPI adjustments.
6. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
7. Past increases for unspecified reasons are presumed to be for banking.
8. Banked annual increases are compounded.
9. The rent increase notice must specify what amount is being taken as the CPI and what is taken for banking and may not exceed the amount specified on the calculator.
10. Under the City's March 2020 Eviction Moratorium's rent increase restrictions, which expired on June 30, 2024, no rent increases above the CPI were then allowed.

Change of Terms of Lease/Rental Agreement [30 day Notice]

Date: 21 Jun 2025

Tenant Name: S mims unauthorized occupant

Address: 3764 39th Ave Apt D
Oakland, Ca 94619

Delinquent Rent, if any: \$850.00

Current Base Rent: 1194 Parking: N/A New Rent/W/out Parking: 1223¹⁰ New Rent W/Parking: N/A

Regrettably, due to increases in operating expenses, I find it necessary to increase rent on all units. Rent may be increased for the following reasons:

1. Capital improvement/uninsured repair cost, amount: 0;
2. Increased housing service costs, amount: 0;
3. Debt service cost, amount: 0;
4. Banking/rental history, amount: 1.6%.

OMC 8.22.070 B2: A tenant may not petition to contest a rent increase justified in an amount up to and including the CPI Rent in adjustment and/or any banked rent increase. Current CPI: .8%.

You are hereby notified that beginning on 1 August 2025, your monthly rent will increase 29.00 per month for a total rent of 1223⁰⁰. Your percentage rent increase is 2.4%; banked rent remaining 3%. Banked rent may be taken at a rate of three times the current CPI [Consumer Price Index] of .8% - this total is 2.4%.

Dates	CPI	CPI taken	CPI	CPI taken
Aug 1, 2025	.8%			
Aug 1, 2024	2.3%			
Aug 2, 2023	2.5%		July 1, 2016	2.0%
July 1, 2022	3.0%		July 1, 2015	1.7%
July 1, 2021	1.9%			
July 1, 2020	2.7%			
July 1, 2019	3.5%			
July 1, 2018	3.4%			
July 1, 2017	2.3%			

See back of Notice of Notice of TPO & RAP [Rent Adjustment Program]

Michael Horejsi
Michael Horejsi, Landlord/Owner

PROOF OF SERVICE BY MAIL

The undersigned declares:

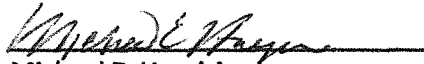
I am a citizen of the United States of America, over the age of eighteen years. My mailing address is P.O. Box 2883, Castro Valley, CA 94546.

On 21 Jun, ²⁰²⁵~~2023~~, I served the attached Change of terms of lease
and Rental Agreement, Notice of TPO & RHP

on the parties in this action by placing a true and correct copy thereof, in a sealed envelope with first class postage fully prepaid, in the United States mail at Castro Valley, California, addressed as follows:

S Mims
P.O. Box 19304
Oakland, Ca. 94619

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this 21 day of 21 Jun 2025, ²⁰²⁵~~2023~~ at Castro Valley, CA.


Michael E. Horejsi

6/6/2025
Date

Pay to the Order of Michael Horejsi \$ 1194.00

one thousand one hundred ninety four Dollars



Golden1 golden1.com
Credit Union

For Rent 3264 3rd Ave Apt D please provide receipt

[Signature]

⑆321175261⑆ 0081243054⑈ 0127

Received Check # 127 for the amount of \$ 1194.00 on 9 Jun 2025 (date)

Legitimate overdue requirements, Deposit increase of \$1300.00 and, renters insurance. Notice issued on Feb. 21, 2019; Due on April 1, 2019. Per settlement agreement case RG20-05253. Not Paid.

		<u>Delinquent</u>	<u>Paid</u>
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.00	4 May 2022 full amount 32 months late \$3948.00
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017.	\$1385.04	
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018.	\$2209.92	
	Total Delinquent rent as of Sept. 30, 2019:	\$3948.00	

Credit for bankruptcy dismissal of \$4,365.00 credited to November 2024 rent receipt.

Other related housing charges or damages not paid:

- 1.) Tenant damage: 21 April 2002, missing shower doors, damage to tub. \$1275.00, not paid.
- 2.) Tenant damage: 14 Jan 2017, Holes in window screens, damage to tub. \$1000.00, not paid.
- 3.) Tenant damage: 21 Oct 2017, Damage to range and counter top. \$2080.00, not paid.
- 4.) Tenant damage: 4 Nov 2017, Damage to range, used to heat kitchen. \$81.39, not paid.
- 5.) Tenant violation: 11 Nov 2017, CCC 1941.2a, failure to perform tenant duties. \$0.00, unknown.
- 6.) Tenant damage: 7 Feb 2018, fire in range, cooking with door ajar. \$243.46, not paid.
- 7.) Tenant damage: 7 Feb 2018, wire debris in garbage disposal. \$50.00, not paid.
- 8.) Tenant damage: 1 Sept 2018, Barbecue in exit doorway, smoke cleanup. \$100.00, not paid.
- 9.) Tenant damage: 29 Sept 2018, overfilled garbage container. \$136.00, not paid.
- 10.) Tenant damage: 15 Jan 2019, Electrical outlet had wiring reversed polarity. \$100.00, not paid.

Continued page 2...

- 11.) Tenant damage: 12 Oct 2019, Water damage to bathroom door, refinish. \$100.00, not paid.
- 12.) Tenant damage: 21 Mar 2020, Range had wire removed from burner switch. \$100.00, not paid.
- 13.) Tenant damage: 21 Mar 2020, Wall heater had loose wire in control. \$100.00, not paid.
- 14.) Tenant damage: 16 Apr 2021, replaced disposal, wire stuck inside. \$150.00, not paid.
- 15.) Tenant damage: 3 May 2021, Water over flow to lower Apt. #B. \$450.00, not paid.
- 16.) Tenant damage: 6 Jan 2023, Repair of stucco outside shower window. \$1250.00, not paid.
- 17.) Tenant damage: 5 Dec 2023, Replace damaged toilet, broken lid. \$350.00, not paid.
- 18.) Tenant damage: 14 Jan 2025, plugged sink, kitchen, and bathroom. \$250.00; not paid.

Prior Delinquent rent & fees: 850⁰⁰ w/o Damages Date: May 2025

Rent Due: 1194⁰⁰ + 850⁰⁰ minus parking fee of \$25.00 N/A.

Late charges: 50⁰⁰ Total Due: 1194 + 850 + 50 = 2094⁰⁰.

Total paid: 1194⁰⁰ Delinquent rent commencing: 1 JUL 2025 : \$ 900⁰⁰.
Date

Michael Horejsi
Michael Horejsi, Owner

3764 39th Ave #D
Coq Island.

Page 1 of 1

From: 7754006464 <7754006464@vzwpx.com>
To: mhorejsi <mhorejsi@aol.com>
Date: Wed, Feb 7, 2018 10:13 am
20180206_153007.jpg (1006 KB)

1 Attached Images



Apr D Contents Removed from garbage disposal, 12 Jan 2018, wire
Plastic, onion peeling s.

SATCHIDANANDA MIMS

PO Box 19304 ~ Oakland, California 94619

(510) 530-6345

smims21@hotmail.com

Date: April 14, 2025

Michael Horejsi
P.O. Box 2883
Castro Valley, CA 94546

RE: Formal Notice – Request for Sink Repair (Kitchen and Restroom Clogs)

Dear Mr. Horejsi,

I am following up in writing regarding the clogged kitchen and restroom sinks at my unit. As you are aware, you previously addressed this issue on or about January 14, 2025, and replaced the restroom sink on January 23. While the issue initially appeared resolved, both sinks have again started backing up.

As of April 6, 2025, I began noticing slow drainage. As of today, April 14, the water is no longer draining properly and appears to be backing up between both sinks. I attempted to resolve the issue using a plunger, but it was not successful.

When you visited recently, you mentioned that a plumber would be necessary but stated that I would be responsible for the cost. I must respectfully clarify that this is not accurate under California law.

Pursuant to *Civil Code* § 1941.1, landlords are required to maintain plumbing in good working order. Furthermore, *Civil Code* § 1942.1 prohibits landlords from waiving or transferring that duty to tenants. This legal obligation is reinforced by case law, including *Green v. Superior Court* (1974) 10 Cal.3d 616, which affirmed the landlord's duty to provide a habitable residence, and *Knight v. Hallsthammar* (1981) 29 Cal.3d 46, which held that this duty cannot be waived.

Given the continuing drainage issue, I request that you promptly schedule a licensed plumber to inspect and repair the plumbing at your expense, as required by law. Please let me know when this will occur.

Thank you for your prompt attention to this matter.

Sincerely,



Satchidananda Mims

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

15 April 2025

Re: Sink Clog and repair responsibility

Dear Mr. Mims,

Concerning your request citing civil code for the landlord to maintain the plumbing in good working order, it is, and I have. However, if a plumbing problem is directly caused by a tenant's negligence or intentional actions the tenant is responsible for the repairs. You cited ccc 1941.1 stating that "plumbing and gas facilities are maintained in good working order." There is no disagreement with this part of the code. The plumbing in your apartment was operational and has been for years.

The issue at hand is that you are required by CCC 1941.2(a) "No duty on the part of the landlord to repair a dilapidation shall arise under Section 1941 or 1942 if the tenant is in substantial violation of any of the following affirmative obligations, provided the tenant's violation contributes substantially to the existence of the dilapidation or interferes substantially with the landlord's obligation under Section 1941 to effect the necessary repairs:"

1941.2(a)(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

In this case, it is the tenant's responsibility whether accidentally or intentionally to not repeatedly plug the drains by putting unacceptable material down the garbage disposal. Unacceptable material includes grease, onion peels, or any other item that would plug the drain. In your case, you are the only one that has access to your apartment. Therefore, the drain has been plugged by items you put down the drain from either the bathroom or kitchen.

You cited two cases in your letter, neither of which speak to the situation of when a tenant's intentionally or accidentally cause the problem like this situation we have now. This is more accurately covered by CCC 1941.2

You previously complained of the same problem in Jan 2025. At that time, we unplugged the drain and removed onion peelings from the drain and may have been the cause of the clog. The plumbing apparently worked fine until now. At the time of cleaning the drain, we simultaneously had to run water as we snaked the pipe to clear the system from whatever material caused the clog.

On Saturday March 1, 2025, just before midnight the tenant in apartment B below you complained of her toilet running over. Her toilet overflowed every time you flushed your toilet or ran water. There was a large amount of black residue which I believed to be dirt in her toilet, and I wondered how it got there. This could only come from your apartment's drain line because no other unit in the building is attached to her drain line other than yours.

The plumbers were called, and they thoroughly cleaned the line from her unit to the main sewer line. They ran a camera through the line to confirm that the drain pipe was cleared. The cost for this plumbing service was \$3000.

After giving this considerable thought, I believe something came from your unit that got stuck in the main drain and caused all waste water to back up into her apartment.

We cleared your drain with a snake around January 15, 2025. It's my position that given your past documented history of creating damage to the unit and failing to pay for those damages and considering the fact that you have been in continual litigation with me going on 9-years now, that you are intentionally attempting to harass me and cost me a great deal of money by clogging your drains at this time. I believe your plugged drains are through actions by yourself and would be considered improper use of drain plumbing system by the tenant as discussed under CCC 1941.2.

In my view, your actions caused the drain to be plugged. As such, you are required to hire a plumber, allow them into your unit when you can be there and, pay for the work performed since you caused the problem. Please let me know when the plumber will be there, and I will attempt to be there to identify if somehow there is any problem with the plumbing itself.

Also, let me know if you have any questions or have any citations that do show you have the right to repeatedly plug drains in your apartment and request that the landlord pay for those damages for you.

Thanks,


Mike Horejsi
Housing Provider

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

19 May 2025

Re: Plugged Sinks

Dear Mr. Mims,

A plumber responded to your apartment on 15 May 2025. It did not take much time to clear the drains in the kitchen and bathroom.

Whatever was in the drain was dislodged and flowed into the branch line leading to the main drain. This clog in your apartment drain appears to have not dissolved when freed.

On 16 May 2025 the tenant below your apartment complained that her toilet was overflowing when you flushed your toilet. To me this indicates the clog in your pipes did not dissolve and was still interfering with the flow to the main drain. Upon arriving to check her obstruction complaint it was determined that the clog, whatever it was moved through the branch line into the main sewer line. Hopefully the material will move through the main drain line.

On a previous clog we found whole onion peels in the drain pipe. I would recommend you no longer try to run those through or any other vegetable peels through the garbage disposal. A garbage disposal should not be used as a primary source of disposing trash. Rather, it should only be reserved to deal with small bits of plate scrapes after eating in the process of washing dishes. Also, as a reminder no oils or fats should be disposed of down the drain as they can solidify in the pipes can cause future issues. Other common items to avoid putting down your drain include coffee grounds, egg shells, paint, produce stickers, bones, paper products and so on. Lastly, when using the disposal be sure to turn on the water prior to running the disposal and plenty of water during the use of the disposal.

Thanks for your cooperation,


Mike Horejsi
Housing Provider

000124

can an unauthorized occupant demand



AI Mode

All

Short videos

Forums

Videos

Images

Shopping

More

Tools

These are results for **can an unauthorized *occupant* demand the landlord clean a drain he plugs**

Search instead for **can an unauthorized occupant demand the landlord clean a drain he plugs**

AI Overview

Under most landlord-tenant laws, an unauthorized occupant does not have the legal standing to demand the landlord clean a drain, even if they plugged it themselves, because they are not a party to the lease agreement and thus have no direct contractual relationship with the landlord.

Here's why:

- **No Direct Contract:** An unauthorized occupant, by definition, is not on the lease agreement and has not entered into a formal contract with the landlord.
- **Limited Rights:** Occupants typically have fewer legal rights and protections compared to tenants, as they are not legally bound by the lease.
- **Tenant's Responsibility:** The tenant, who has signed the lease, is generally responsible for ensuring the property is used and maintained properly by themselves and their guests, including addressing issues like clogged drains caused by misuse.

Who's responsible for fixing the drain in this situation?

Tenant is primarily responsible: Even if the unauthorized occupant caused the clog, the tenant is ultimately responsible for ensuring the terms of the lease are followed, [according to RentSpree](#). This means the tenant would likely be held

- accountable for the repair costs if the landlord chooses to charge them.
- **Landlord's role (generally):** Landlords are responsible for maintaining the structural integrity of the building, which includes plumbing systems. If the clogged drain is a result of a major plumbing issue (e.g., collapsed pipes, tree roots), then the landlord would likely be responsible for the repair costs. However, if the clog is due to the occupant flushing inappropriate items, this would be considered tenant/occupant misuse and would be the tenant's responsibility.

can an unauthorized occupant require the land



AI Mode

All

Short videos

Forums

Images

Videos

Shopping

More ▾

Tools ▾

◆ AI Overview

In general, an unauthorized occupant, often called a "squatter" or "trespasser," is unlikely to be able to compel a landlord to make repairs for habitability issues they created. Landlords primarily owe a duty of habitability to legal tenants, and the presence of an unauthorized occupant often voids that duty.

Here's a more detailed explanation:

Landlord's Duty of Habitability:

- Landlords in California have a legal duty to provide a safe and habitable living environment for tenants.
- This includes maintaining the property in good repair, ensuring proper plumbing, electrical, and heating systems, and addressing conditions that affect health and safety.
- This duty typically arises from a lease agreement or a statutory obligation, such as California Civil Code § 1941.1.

Unauthorized Occupant and Habitability:

- An unauthorized occupant is someone living in a rental unit without the landlord's permission or a valid lease.
- Their presence often negates the landlord's duty of habitability because they are not recognized as legal tenants.
- If the unauthorized occupant damages the property, the landlord is generally not obligated to repair those damages, as they did not create the issue and the occupant is not a tenant.

Exceptions (Limited):

- In very specific situations, a landlord might be obligated to address habitability issues even for an unauthorized occupant, especially if the issue poses an immediate threat to health or safety.



Consequences for Unauthorized Occupants:

- An unauthorized occupant can be evicted without the formal eviction process required for legal tenants.
- They may also face legal action for trespassing or property damage.

In summary: While landlords have a duty to maintain habitable conditions for legal tenants, unauthorized occupants generally cannot force a landlord to make repairs for issues they created or that arose due to their illegal presence. California law indicates that the landlord's duty is tied to the legal tenancy, not to unauthorized individuals.

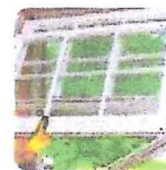
Landlord-Tenant Issues | State of California - Department of Justice

Housing Conditions (Civil Code § 1941.1.) Even if tenants knew that their unit was not up to these standards when they moved in, i...

State of California - Department of Justice (.gov)

Tenants Right To Repair | Tobener Ravenscroft LLP

Tobener Ravenscroft



Know Your Rights Habitability English

You have a right to ask your landlord to repair any unsafe or unhealthy conditions. Request repairs in writing, such as by text me...

California Department of Justice

Show all

Dive deeper in AI Mode

AI responses may include mistakes. [Learn more](#)



13a

000127



Drain Pipe 3264 89th Ave #D 25 Apr 2025
Connection to sewer branch Line

000128

Carl H. Starrett II
Parker Stanbury LLP
444 South Flower St. 19th Fl.
Los Angeles, CA 90071

29 April 2025

Re: Plumbing Deficiencies and Habitability letter response
Your file No.: CA-3ZK-BNA

Dear Mr. Starrett,

In your letter of 23 April 2025, you refer to Mr. Mims as a tenant. I would assume a legal professional like yourself, in order not to commit malpractice, would have obtained a copy of a rental agreement to rent the property and verify that he has full tenant's rights. None exist, Mr. Mims has never had a rental agreement nor my permission as the owner to remain in the unit once the actual tenant passed away.

It is my understanding that State and local law, OMC 8.22 defines a tenant as a person who has legal right to use or occupy a covered rental unit either through written or oral agreement. Mr. Mims is not a part to either agreement.

Mr. Mims is by legal definition an unauthorized occupant. He has been permitted to stay on the property due to his continuous, on-going, litigation efforts against me over the last 9+ years. His most recent litigation efforts have now been settled by an appellate review again denying his claims. His deceased mother is the legal tenant.

Mr. Mims has no rights afforded by the rental agreement because he is not on it. He is an unauthorized occupant that resides in the property "as-is" for their stay. They have no standing to request any repairs or changes to the unit.

The occupant has no right to repair and deduct the cost of unclogging a drain he clogged. He further has no standing as a tenant.

Thank you,



Mike Horejsi
Housing Provider

**RENT ADJUSTMENT PROGRAM (RAP) - TENANT PETITION SUPPLEMENT
RESPONSE TO LANDLORD ANSWER TO PETITION (T25-0017)**

Tenant Name: Satchidananda Mims
Mailing Address: P.O. Box 19304, Oakland, CA 94619
Rental Address: 3764 39th Avenue, Oakland, CA 94619
Phone: 510-530-6345
Email: smims21@hotmail.com

Landlord Name: Michael E. Horejsi
Landlord Address: P.O. Box 2883, Castro Valley, CA 94546

I. Response to Section A: Landlord’s Background Allegations and Personal Attacks

The landlord’s Section A is largely composed of personal accusations, mischaracterizations, and irrelevant procedural history that have no bearing on the merits of this petition. The Rent Adjustment Program (RAP) is tasked with evaluating rent increases, housing services, and tenancy protections based on objective legal standards—not ad hominem attacks or speculative commentary.

1. Petitioner’s Use of Legal Remedies Is Lawful and Protected

The landlord asserts that I am a “vexatious litigant” and that my use of the RAP process and court appeals constitutes “bad faith.” These claims are both false and legally immaterial. California courts strictly define “vexatious litigant” under Code of Civil Procedure § 391(b), and no such designation has ever been issued against me in any court. Filing tenant petitions, administrative appeals, and court challenges is a lawful exercise of rights guaranteed by the Oakland Rent Adjustment Ordinance and California law. OMC § 8.22.010 et seq. expressly authorizes tenants to challenge unlawful rent increases and seek redress for reductions in housing services.

2. Prior RAP Cases and Litigation Are Irrelevant to This Petition

My prior use of RAP petitions or appeals—including the pending appeal in Case No. T25-0059—has no bearing on the current petition (T25-0117), which presents new and distinct grounds: a defective August 2025 rent increase notice and a reduction in housing services due to

unresolved plumbing failures. Each RAP case must be reviewed on its own factual and legal merits. Attempting to discredit my petition based on prior activity is improper and contrary to RAP's procedures.

3. The Timeline of the Petition Is Not Evidence of Bad Faith

The landlord falsely suggests that I filed this petition “several days before” my Supreme Court appeal was denied in Case No. A173290. That appeal was unrelated to the current RAP rent increase dispute. The present petition was filed in response to a May 27, 2025 rent increase notice and a subsequent June 21, 2025 revision, both of which are substantively and procedurally defective under OMC § 8.22.070(D). The filing was timely, fact-based, and filed in accordance with RAP guidelines—not for any improper purpose.

4. The 60-Day Notice to Vacate Was Retaliatory and Issued After Protected Activity

The landlord’s claim that I was served a 60-day notice on April 24, 2025 “upon conclusion of litigation” omits the true context. That notice came shortly after I:

- Filed a RAP petition challenging the landlord’s misuse of banked CPI (March 11, 2025),
- Repeatedly requested repairs for sink plumbing issues (April 14–15, 2025),
- Hired a licensed plumber after the landlord refused to act (April 17, 2025), and
- Had my attorney send a formal notice regarding habitability rights (April 23, 2025, Exhibit G).

These are protected acts under **California Civil Code § 1942.5** and **OMC § 8.22.370**, which prohibit retaliatory eviction attempts following a tenant’s assertion of rights. The landlord’s post hoc justification using a court appeal timeline is a transparent attempt to distract from the pattern of retaliatory conduct.

II. Response to Section B: Tenant Status and Alleged Unauthorized Occupancy

The landlord’s claim that I am an “unauthorized occupant” is factually inaccurate, legally unsupported, and directly contradicted by documents already on file with the Rent Adjustment Program and the Alameda County Superior Court.

1. I Am a Lawful Tenant Under the Oakland Rent Adjustment Ordinance

The landlord's assertion that I cannot claim tenant protections due to the absence of a written rental agreement is legally flawed. The **Oakland Municipal Code § 8.22.020 (Definitions)** defines a "tenant" as:

"A person entitled by written or oral agreement, or by sufferance, to the use or occupancy of a rental unit."

For decades, I have resided at 3764 39th Avenue, Apt. D, with the landlord's full knowledge and consent. Rent has been accepted from me directly, and receipts have been issued in my name. These facts alone establish a tenancy by operation of law under Oakland and California standards.

2. 2016 Court-Approved Stipulation Confirms My Legal Tenant Status

In **Alameda Superior Court Case No. RG16-821622**, the landlord, through counsel, entered into a stipulation for dismissal and judgment, which expressly stated that I could remain in possession of the unit and would become a "tenant in good standing" upon compliance with its terms. This stipulation was signed by both parties, filed with the court, and entered as a judgment. It supersedes any subsequent self-serving recharacterizations by the landlord.

A copy of this stipulation is included as **Exhibit I**, and it definitively rebuts the landlord's false claim that I am an "unauthorized occupant." Look at paragraph 2 of the stipulation, which states in pertinent part: "If Defendant(s) makes the payments as required under paragraph 1, above, Plaintiff shall forthwith file with this Court a request for, dismissal with prejudice of this action, and Defendant(s) shall be tenant(s) in good standing." Clearly, Mr. Mims and his mother, A. Beasley, are listed as the defendants, and as stated, once the payments were made, they both would be considered tenants in good standing. The payments were made, and at that time, they became tenants in good standing.

3. Long-Term Residency and Rent Acceptance Establish Tenancy by Occupancy

California appellate courts have consistently held that a person who resides in a unit with the landlord's consent, whose rent is accepted, and whose presence is long-standing, qualifies as a tenant entitled to full statutory protections. In *Getz v. City of West Hollywood* (1991) 233 Cal.App.3d 625, the court upheld protections for residents whose tenancy arose by conduct and consent rather than a formal lease. *Cobb v. San Francisco Rent Bd.* (2002) 98 Cal.App.4th 345

emphasized that rent acceptance estops landlords from denying tenant status. Likewise, *Mosser Companies v. SF Rent Bd.* (2015) 233 Cal.App.4th 505 and *T & A Drolapas & Sons, LP v. SF Rent Bd.* (2015) 238 Cal.App.4th 646 affirmed full protections for successor or familial tenants with consistent occupancy. These rulings directly rebut the landlord’s claim that Petitioner is an “unauthorized occupant” and establish lawful tenancy as a matter of law.

These cases collectively reject the landlord’s narrow view that a written lease is the only basis for tenant rights. They support the conclusion that my tenancy status is both lawful and protected.

4. Paragraph 5 of the Original 1982 Lease Authorized My Occupancy

The original lease agreement, signed by my mother in 1982, explicitly allowed adult family members to reside in the unit. It imposed notice requirements only when minor children were added. My long-term occupancy was thus authorized from the beginning and has never been hidden or disputed until now—conveniently after I began asserting my rights.

5. Landlord’s New “Unauthorized Occupant” Claim Is Retaliatory and Pretextual

The landlord’s attempt to reclassify me as unauthorized only began after I:

- Disputed the August 2025 rent increase,
- Challenged responsibility for essential plumbing repairs,
- Filed or responded to multiple RAP petitions, and
- Requested repairs under Civil Code § 1941.1.

The timing of the April 24, 2025, notice to vacate and the accusation of “unauthorized occupancy” clearly indicate retaliation for protected tenant activity, in violation of:

- ***California Civil Code § 1942.5***, and
- ***Oakland Municipal Code § 8.22.370***.

III. Rent Increase Notices Are Defective and Must Be Deemed Invalid

The August 1, 2025, rent increase is invalid and unenforceable. The landlord’s notices were procedurally defective, relied on illegal CPI banking during the COVID rent freeze, and were issued while a capital improvement petition was pending—each an independent ground for invalidation under Oakland rent control law.

1. Landlord Issued Conflicting and Unclear Notices in May and June 2025

The landlord served two separate and conflicting rent increase notices:

- The **May 27, 2025**, notice proposed a rent increase to **\$1,249**, claiming a **6.9% total CPI** increase and referencing prior years, including **2020–2021** (see **Exhibit H**).
- The **June 21, 2025**, notice revised the increase to **\$1,223**, but offered **no explanation of what changed**, and failed to identify which CPI years were used.

These inconsistencies violate **OMC § 8.22.070(D)** and **RAP Regulation § 6.2.1**, which require rent increase notices to be **clear, complete, and legally justified**. A rent increase that shifts mid-process and is unsupported by transparent calculations cannot be considered valid.

2. Improper CPI Banking from 2020–2021 During COVID Freeze

The landlord’s May 27 notice clearly included CPI from **2020 and 2021**—years when banking or imposing CPI-based increases was **expressly prohibited** by local emergency law. The **COVID-19 Rent Freeze**, adopted by **Emergency Ordinance No. 13589** (March 27, 2020) and extended by **Ordinances No. 13594 and 13606**, imposed a **full moratorium** on rent increases for rent-controlled units in Oakland. This moratorium remained in effect **through March 1, 2024**.

According to **OMC § 8.22.070**, **RAP Reg. § 6.2.1**, and the emergency ordinances, **no CPI may be banked or applied** from those years. The landlord’s use of these amounts is **void ab initio** and renders the entire increase unlawful.

The landlord’s response—suggesting a “quick Google search” disproves my argument—is unserious and unsupported by any statute, RAP guideline, or ordinance. My position is based on publicly adopted law, cited and attached.

3. No Valid RAP Notice Was Served With Either Rent Increase

Neither the May 27 nor June 21 rent increase notice included the required **Notice to Tenants of the Residential Rent Adjustment Program**, as mandated by **OMC § 8.22.070(D)** and **RAP Reg. § 6.2.1**. This disclosure form is a **mandatory component** of any rent increase. The landlord

relied on a **2014 version** of the RAP notice (see **Exhibit 15**), which omits significant tenant rights, including:

- The **COVID-era rent freeze** (2020–2024),
- The 2022 change reducing CPI banking from **10 years to 5 years**, and
- 2024 RAP notice language reflecting expanded **Measure V** protections.

Use of the outdated 2014 notice renders the increase procedurally defective. The landlord's failure to attach any RAP notice to his answer confirms that the required version was **never served**.

4. Pending Capital Improvement Petition Bars CPI Increase

At the time the June 21 notice was issued, the landlord had already filed **RAP Case No. L25-0041**, seeking a rent increase for capital improvements. Under **OMC § 8.22.070(E)** and **RAP Reg. § 10.2.5**, no other rent increase—including CPI—may be imposed while a **capital improvement petition is pending**. The landlord's attempt to simultaneously pursue both increases constitutes **unlawful stacking** and is categorically prohibited.

5. “6.9% CPI” Is Not Nonsensical—It’s the Landlord’s Own Math

The landlord characterizes my reference to a 6.9% CPI increase as “nonsensical,” but that number appears **verbatim** in the May 27 notice, in his own handwriting (see Exhibit H). If he now disputes that figure, it only reinforces the **lack of clarity and consistency** in his notices. Such defects violate the procedural and substantive standards under **OMC § 8.22.070(D)**.

The landlord's claim that CPI was calculated at “.8 × 3” or “2.4%” lacks any lawful or mathematical basis. RAP Regulation § 6.2.1 permits a landlord to bank CPI increases not taken in a prior year, but the amount imposed must still comply with lawful limits and cannot include years where increases were prohibited. Oakland's COVID-era Emergency Ordinances Nos. 13589, 13594, and 13606 barred any rent increases—including CPI banking—for the years 2020 and 2021. As such, the use of “.8 × 3” improperly attempts to stack CPI from unlawful years, and the landlord fails to identify which specific years are being used. This renders the increase opaque and invalid under OMC § 8.22.070(D) and RAP Regulation § 6.2.1.

6. Petitioner Submitted All Relevant Notices—Landlord’s Claim Is False

The landlord's claim that I failed to submit the June 21 notice is demonstrably false. Both the **May 27** and **June 21** rent increase notices were submitted in full as part of **Exhibit H**. The record clearly contradicts this assertion, which appears to be a bad faith attempt to mislead the Hearing Officer.

Supporting Exhibit K: The version of the RAP notice used by the landlord in connection with both the May 27 and June 21, 2025 rent increases is an outdated form from 2014. It lacks critical information about tenant rights, including the 2020–2024 COVID rent freeze, updated CPI banking rules (now limited to five years), and Measure V expansions. This 2014 notice was **affixed to the back of the rent increase notice** but does not satisfy current legal requirements. A copy is included as **Exhibit K**. Because **no valid, current RAP notice was served**, the rent increase fails under **OMC § 8.22.070(D)** and **RAP Regulation § 6.2.1**.

IV. Response to Section D: Plumbing Repairs and Improper Charges for Habitability Failures

The landlord's response is based on speculation, an unauthenticated photograph, and a denial of clear facts. My claim is supported by statutory authority, documentation from a licensed plumber, and unrefuted evidence of landlord neglect.

1. Landlord Refused to Make Legally Required Repairs

I reported repeated sink drainage issues between January and April 2025 (Exhibit A). These were not minor inconveniences—they rendered both the kitchen and bathroom sinks non-functional. The landlord was notified in writing and in person but failed to respond or dispatch a professional. This violates:

- **California Civil Code § 1941.1** (habitability standards),
- **Civil Code § 1941.3** (duty to maintain plumbing), and
- **OMC § 8.22.070** (landlord maintenance obligations).

2. Tenant Paid \$409.32 to Licensed Plumber Due to Landlord's Refusal

On April 17, 2025, I hired **Albert Nahman Plumbing**, a licensed and insured company, which performed the necessary snaking of the line and explicitly stated in their invoice:

“Did not find anything in the line. Seemed like normal wear and tear in the pipes. Nothing abnormal.”

(See Exhibits C and D)

I paid **\$409.32** out-of-pocket—**more than the amount the landlord later demanded**, and I received no reimbursement or acknowledgement of the work performed.

3. Landlord’s Photo Is Undated, Unauthenticated, and Inconclusive

The landlord submitted a **single photograph of a pipe** with no:

- Date or timestamp,
- Location identification,
- Supporting statement from a licensed plumber, or
- Evidence linking it to this apartment, let alone to this incident.

There is **no foreign object** shown in the photo—only corrosion or buildup, which supports the finding of “normal wear and tear.” This photo is not competent evidence under RAP standards and cannot override a professional invoice and plumber’s written report.

4. Landlord Later Demanded Payment for a Repair He Refused to Perform

Despite refusing to authorize the repair or send his own plumber, the landlord later issued a letter demanding that I pay him \$250 for “damages” (see Exhibit E). This demand came after I paid for and resolved the issue at my own expense. Attempting to profit from a repair that the landlord refused to handle constitutes a retaliatory and unlawful charge, especially in light of:

- **Civil Code § 1942.5** (anti-retaliation),
- **OMC § 8.22.370(A)** (protected tenant activity), and
- **Civil Code § 1671(d)** (prohibits penalties not based on actual loss).

5. Landlord’s Claim of Habitual Abuse Is Unsupported and Irrelevant

The landlord’s generalized statement that I “habitually clog plumbing” is entirely unsupported:

- No records of prior violations or plumber reports are submitted,
- No dates, invoices, or inspections are attached,
- No showing that I caused this issue—especially when **the only licensed professional report says otherwise**.

If anything, the landlord’s continued failure to replace aging, corroded piping—now plainly visible in the photo—supports my claim for **a reduction in housing services** and rent.

6. Failure to Maintain Plumbing Constitutes a Reduction in Housing Services

For multiple months in 2025, I lacked use of a functioning kitchen or bathroom sink—basic features necessary for any habitable rental unit. This qualifies as a **reduction in housing services** under:

- **OMC § 8.22.040(B)(4),**
- **Civil Code § 1941.1(a)(3),** and
- Supporting RAP case precedents.

V. Final Rebuttal and Lack of Factual Support by Landlord

The landlord’s answer throughout this proceeding is marked by unsubstantiated allegations, speculation, and personal attacks. It fails to rebut the legal and factual substance of the tenant’s petition and instead relies on distraction, character attacks, and conclusory statements not supported by evidence.

1. Landlord’s Allegations Are Personal, Not Legal

Rather than provide documentation or address the actual legal issues raised, the landlord focuses on attacking the tenant’s character, referring to me as a “vexatious litigant” and accusing me of trying to manipulate the system. These accusations have no legal basis and are not supported by any court orders, RAP findings, or credible documentation. They appear to be designed solely to prejudice this committee and avoid scrutiny of the landlord’s own violations.

2. No Credible Evidence Was Submitted to Refute Tenant Claims

Throughout the answer, the landlord fails to provide:

- A valid and timely rent increase notice that complies with **OMC § 8.22.070,**
- An authentic record or permit justifying any capital improvement work,
- A plumber’s report or dated evidence to support blame-shifting in the plumbing dispute,
- A ledger or accounting of rent to support claims of arrears or damage charges.

The only photographic evidence—a corroded pipe—is undated, unauthenticated, and inconsistent with the professional plumbing invoice submitted by the tenant. Assertions without supporting documents are not evidence and cannot outweigh sworn declarations, receipts, and official repair records.

3. Unlawful Use of Banked CPI and Improper Rent Increase Stacking

The landlord's attempt to enforce a rent increase based on banked CPI from years subject to Oakland's COVID-19 rent freeze is not just unsupported—it directly violates **Emergency Ordinance No. 13589**. The May and June 2025 rent notices were inconsistent, unclear, and failed to include the required RAP notice, rendering the increase procedurally and substantively invalid.

Moreover, the attempt to impose this CPI-based increase while a capital improvement petition is pending (RAP Case No. L25-0041) violates the anti-stacking rules of **OMC § 8.22.070(E)** and **RAP Regulation § 10.2.5**.

The landlord's own Exhibit 7—a June 2025 rent receipt—confirms multiple violations. First, it includes unredacted banking information, exposing account numbers in breach of RAP's privacy and redaction protocols. Second, the receipt incorporates charges for alleged property damage and arrears that were previously discharged in bankruptcy, directly violating 11 U.S.C. § 524(a)(2). The landlord is thus attempting to collect a barred debt by embedding it in post-discharge rent demands. Third, the receipt fails to itemize or substantiate the charges listed—contravening RAP rules on transparency and lawful rent components. Finally, the timing of these charges immediately after protected tenant activity strongly supports a finding of retaliation under OMC § 8.22.360.

Additionally, I am submitting rent receipts for January through July 2025 as Exhibit L. These records confirm that I made consistent monthly rent payments and rebut any implication that I failed to pay rent or was unauthorized. They further highlight inconsistencies and overstatements in the landlord's accounting. Notably, the landlord's Exhibit 7 includes unredacted banking and routing information, in violation of RAP privacy rules, while Exhibit L complies with redaction requirements and RAP standards. Additionally, I am submitting rent receipts for January through July 2025 as Exhibit L. These records confirm that I made consistent monthly rent payments and rebut any implication that I failed to pay rent or was unauthorized. They further highlight inconsistencies and overstatements in the landlord's accounting. Notably, the landlord's Exhibit 7 includes unredacted banking and routing information, in violation of RAP privacy rules, while Exhibit L complies with redaction requirements and RAP standards.

4. Retaliation Evident in Timing and Escalation of Actions

Shortly after I:

- Challenged the legality of rent increases,
- Filed a petition related to habitability,
- Retained a licensed plumber due to the landlord's failure to act,
- Requested rent board review of capital improvements,

...the landlord issued a 60-day notice to vacate (dated April 24, 2025), multiple cease-and-desist letters, and unfounded damage claims. This pattern is unmistakable and satisfies the standard for retaliation under:

- **Civil Code § 1942.5**, and
- **OMC § 8.22.370**.

The retaliatory nature of these actions further undermines the credibility of the landlord's response.

5. Landlord Inappropriately Charged for Aesthetic or Personal Improvements

The tenant further objects to any future claim by the landlord that attempts to charge tenants for painting or repairs to areas used exclusively by the landlord, such as the **detached garage**. This space has never been used by the tenant and was never offered as a housing service. Any attempt to charge tenants for painting or upgrading that space violates **RAP Regulation § 10.2.4**, which limits capital improvement pass-throughs to services and areas that benefit tenants.

6. Conclusion: Tenant's Petition Should Be Granted in Full

Based on the procedural defects, illegal banking of CPI, retaliatory conduct, and lack of evidence provided by the landlord, I respectfully request that the Hearing Officer invalidate the August 1, 2025, rent increase in its entirety, deny any pending or proposed capital improvement-based increases, and order restoration of habitability standards. The landlord's ongoing pattern of retaliation and procedural violations contradicts the very purpose of the Rent Adjustment Program and should not be rewarded.

The tenant has presented a credible, well-documented challenge supported by receipts, statutory authority, professional declarations, and long-standing tenancy under both local and state law.

The landlord's response is inadequate, inconsistent, and retaliatory.

Accordingly, the Rent Adjustment Program should:

- Invalidate the 2025 rent increase,
- Acknowledge the reduction in housing services resulting from the landlord's refusal to repair plumbing,
- Reject any claims of unauthorized tenancy, and
- Affirm that the tenant is protected under the Rent Adjustment Ordinance and RAP procedures.

Respectfully Submitted.

/s/ Satchidananda Mims

Satchidananda Mims

EXHIBIT K



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has not been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on _____

(Date)

(Tenant's signature)

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

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

Baûn Thoâng Baûn quyeân lôûi cuûa ngôõoûi thuaû trong Oakland naøy cuõng coû baêng tieâng Vieät. Neã coû moät baûn sao, xin goûi (510) 238-3721.

EXHIBIT L

Jan 5, 2025 Date

Pay to the
Order of

- Michael Horejsi -

\$1194.00

one thousand one hundred & ninety four only

Dollars



Photo
Safe
Deposit
Detach on back

Golden1
Credit Union

golden1.com

For Rent: 3764 3rd Ave Apt D
Please provide receipt

[Signature]

MP

Received Check # 119 for the amount of \$ 1194 on 5 Jan 2025

Legitimate overdue requirements, Deposit increase of \$1,300. Notice issued on Feb. 21, 2019; Due on April 1, 2019.

Delinquent rent increases awarded by the Rent Adjustment Program [RAP] - Due Sept. 1, 2019 [NOT PAID]

		Delinquent	
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.04	3948.00 Pd 4 may 22 32 months late
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017	\$1,385.04	
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018	\$2,209.92	
Total Delinquent rent as of Sept. 30, 2019:		\$3,948.00	

Due to a failure to pay the basic CPI per OMC, late charges have accrued for 36 months. These late charges will continue to increase at a rate of \$50 per month, until all delinquent rent and late charges are paid in full.

Total late charges accrued through Sept. 30 2019: \$1,800.00

Based on the Rent Board ruling in Case #T19-0415, Rent was increased to \$1,130 per month. The basic rent due upon removal of the parking fee is \$1,105.00 per month. Monthly rent increase effective Oct. 1, 2019 to \$1,130.00

Prior Delinquent rent & fees: 650.00

Date 5 Jan 2025 Rent due 1194 + 600 minus parking fee of \$25.00 N/A

Late charges 50.00 Total due 1844 1244 + 600

Total paid 1194.00 Delinquent rent commencing 1 Feb 25 : \$ 650.00
Date

RENT BOARD FEES: \$50.00 - UNPAID & DUE 50.00 Due

[Signature]
Michael Horejsi, Owner

000145

February 5, 2025
Date

Pay to the Order of Michael Horejsi \$ 1194.00
one thousand one hundred ninety four Dollars
Golden1 Credit Union golden1.com
For Rent: 3764 8th Ave Apt D Please provide receipt
[Redacted] 0120

Received Check # 120 for the amount of \$ 1194.00 on 5 Feb 2025

Legitimate overdue requirements, Deposit increase of \$1,300. Notice issued on Feb. 21, 2019; Due on April 1, 2019.

Delinquent rent increases awarded by the Rent Adjustment Program [RAP] - Due Sept. 1, 2019 [NOT PAID]

		<u>Delinquent</u>	
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.04	} P'd 4 May 22 32 months Late
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017	\$1,385.04	
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018	\$2,209.92	
Total Delinquent rent as of Sept. 30, 2019:		\$3,948.00	

Due to a failure to pay the basic CPI per OMC, late charges have accrued for 36 months. These late charges will continue to increase at a rate of \$50 per month, until all delinquent rent and late charges are paid in full.

Total late charges accrued through Sept. 30 2019: \$1,800.00

Based on the Rent Board ruling in Case #T19-0415, Rent was increased to \$1,130 per month. The basic rent due upon removal of the parking fee is \$1,105.00 per month.

Monthly rent increase effective Oct. 1, 2019 to \$1,130.00 Prior Delinquent rent & fees: 650.00

Date 5 Feb 2025 Rent due 1194 + 650 minus parking fee of \$25.00 N/A

Late charges 50.00 Total due 1244 1244 + 50

Total paid 1194.00 Delinquent rent commencing 1 Mar 25: \$ 300.00
Date

RENT BOARD FEES: \$50.00 - UNPAID & DUE 50.00 Due

Michael Horejsi
Michael Horejsi, Owner

Bankruptcy Relief 4365 debt review

SATCHIDANANDA MIMS
PO BOX 19304 510-530-8345
OAKLAND, CA 94619

122
90-7526/3211
56

3/5/25
Date

Pay to the
Order of

Michael Horejsi

\$ 1194.00

One thousand one hundred & ninety four Dollars



Golden1 golden1.com
Credit Union

Please
Provide
Receipt

For Rent: 3764 39th Ave Apt D

0122

Received Check # 122 for the amount of \$ 1194.00 on 5 Mar 2025

Legitimate overdue requirements, Deposit increase of \$1,300. Notice issued on Feb. 21, 2019; Due on April 1, 2019.

Delinquent rent increases awarded by the Rent Adjustment Program [RAP] - Due Sept. 1, 2019 [NOT PAID]

		<u>Delinquent</u>	
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.04	} Pd 4 May 22 32 months Late
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017	\$1,385.04	
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018	\$2,209.92	
Total Delinquent rent as of Sept. 30, 2019:		\$3,948.00	

Due to a failure to pay the basic CPI per OMC, late charges have accrued for 36 months. These late charges will continue to increase at a rate of \$50 per month, until all delinquent rent and late charges are paid in full.

Total late charges accrued through Sept. 30 2019: \$1,800.00

Based on the Rent Board ruling in Case #T19-0415, Rent was increased to \$1,130 per month. The basic rent due upon removal of the parking fee is \$1,105.00 per month.

Monthly rent increase effective Oct. 1, 2019 to \$1,130.00 Prior Delinquent rent & fees: 700.00

Date 5 March 2025 Rent due 1194 + 700 minus parking fee of \$25.00 N/A.

Late charges 50.00 Total due 1894.00 1894 + 50.00

Total paid 1194.00 Delinquent rent commencing 1 April 25: \$ 750.00
Date

RENT BOARD FEES: \$50.00 - UNPAID & DUE Pd. 50.50 check 124 credit Bankruptcy Relief
10 March 2025 4365 Debt Nov 2024

Michael Horejsi, Owner

000147

April 5, 2025
Date

Pay to the
Order of

Michael Horejsi \$1194.00
One thousand one hundred ninety four only Dollars

Golden1 golden1.com
Credit Union

For Rent: 3764 39th Ave Apt D

0125

Mims Legal classification is unauthorized occupant.

Received Check # 125 for the amount of \$ 1194.00 on 5 April 2025

Legitimate overdue requirements, Deposit increase of \$1,300. Notice issued on Feb. 21, 2019; Due on April 1, 2019.

Delinquent rent increases awarded by the Rent Adjustment Program [RAP] -- Due Sept. 1, 2019 [NOT PAID]

		Delinquent	
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.04	Pd 4 May 22 32 months late
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017	\$1,385.04	
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018	\$2,209.92	
Total Delinquent rent as of Sept. 30, 2019:		\$3,948.00	

Due to a failure to pay the basic CPI per OMC, late charges have accrued for 36 months. These late charges will continue to increase at a rate of \$50 per month, until all delinquent rent and late charges are paid in full.

Total late charges accrued through Sept. 30 2019: \$1,800.00

Based on the Rent Board ruling in Case #T19-0415, Rent was increased to \$1,130 per month. The basic rent due upon removal of the parking fee is \$1,105.00 per month.

Monthly rent increase effective Oct. 1, 2019 to \$1,130.00 Prior Delinquent rent & fees: 750.00

Date 5 April 2025 Rent due 1194 + 750 minus parking fee of \$25.00

Late charges 50.00 Total due 1994.00 1194 + 50

Total paid 1194 Delinquent rent commencing 1 May 25: \$ 800.00
Date

RENT BOARD FEES: \$50.00 - UNPAID & DUE Pd 10 May 25

Michael S. Horejsi
Michael Horejsi, Owner

Credit Bankruptcy to help
79365 DLT Nov 2024

May 7 2025
Date

Pay to the Order of Michael Horejsi \$ 1194.00

one thousand one hundred ninety four only Dollars

Golden1 golden1.com
Credit Union

For Rent: 3764 39th Ave APRIL Please provide receipt

[Signature]

0126

Received Check # 126 for the amount of \$ 1194 on 7 May 2025 (Late).

Legitimate overdue requirements, Deposit increase of \$1300.00. Notice issued on Feb. 21, 2019; Due on April 1, 2019. Per settlement agreement case RG20-05253. Not Paid.

		<u>Delinquent</u>	<u>Paid</u>
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.00	4 May 2022
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017.	\$1385.04	full amount
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018.	\$2209.92	32 months late
Total Delinquent rent as of Sept. 30, 2019:		\$3948.00	\$3948.00

Credit for bankruptcy dismissal of \$4,365.00 credited to November 2024 rent receipt.

Other related housing charges:

- 1.) 6 Jan 2023, Repair of stucco outside shower window. Cost to repair \$1250.00, not paid.
- 2.) 5 Dec 2023, Replace damaged toilet, broken lid. Cost to repair \$350.00, not paid.
- 3.) 14 Jan 2025, plugged sink, kitchen and bathroom. Cost to clear \$250.00, not paid.
- 4.)
- 5.)

Prior Delinquent rent & fees: 800 w/o Damage Date: April

Rent Due: 1194 + 800 = 1994 minus parking fee of \$25.00 N/A

Late charges: 50 Total Due: 1194 + 50 + 800 = 2044

Total paid: 1194 Delinquent rent commencing: 1 May 2025 Date \$ 850

[Signature]
Michael Horejsi, Owner

6/6/2025
Date

Pay to the
Order of

Michael Horejsi

\$ 1194.00

one thousand one hundred ninety four

Dollars



Photo
Safe
Deposit
Details online

Golden1

golden1.com

Credit Union

For

Rent 5769 3rd Ave Apt D

Please
provide
receipt

[Signature]

0127

Received Check # 127 for the amount of \$ 1194.00 on 7 Jun 2025 (date)

Legitimate overdue requirements, Deposit increase of \$1300.00 and, renters insurance. Notice issued on Feb. 21, 2019; Due on April 1, 2019. Per settlement agreement case RG20-05253. Not Paid.

		<u>Delinquent</u>	<u>Paid</u>
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.00	4 May 2022 full amount 32 months late \$3948.00
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017.	\$1385.04	
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018.	\$2209.92	
	Total Delinquent rent as of Sept. 30, 2019:	\$3948.00	

Credit for bankruptcy dismissal of \$4,365.00 credited to November 2024 rent receipt.

Other related housing charges or damages not paid:

- 1.) Tenant damage: 21 April 2002, missing shower doors, damage to tub. \$1275.00, not paid.
- 2.) Tenant damage: 14 Jan 2017, Holes in window screens, damage to tub. \$1000.00, not paid.
- 3.) Tenant damage: 21 Oct 2017, Damage to range and counter top. \$2080.00, not paid.
- 4.) Tenant damage: 4 Nov 2017, Damage to range, used to heat kitchen. \$81.39, not paid.
- 5.) Tenant violation: 11 Nov 2017, CCC 1941.2a, failure to perform tenant duties. \$0.00, unknown.
- 6.) Tenant damage: 7 Feb 2018, fire in range, cooking with door ajar. \$243.46, not paid.
- 7.) Tenant damage: 7 Feb 2018, wire debris in garbage disposal. \$50.00, not paid.
- 8.) Tenant damage: 1 Sept 2018, Barbecue in exit doorway, smoke cleanup. \$100.00, not paid.
- 9.) Tenant damage: 29 Sept 2018, overfilled garbage container. \$136.00, not paid.
- 10.) Tenant damage: 15 Jan 2019, Electrical outlet had wiring reversed polarity. \$100.00, not paid.

Continued page 2...

- 11.) Tenant damage: 12 Oct 2019, Water damage to bathroom door, refinish. \$100.00, not paid.
- 12.) Tenant damage: 21 Mar 2020, Range had wire removed from burner switch. \$100.00, not paid.
- 13.) Tenant damage: 21 Mar 2020, Wall heater had loose wire in control. \$100.00, not paid.
- 14.) Tenant damage: 16 Apr 2021, replaced disposal, wire stuck inside. \$150.00, not paid.
- 15.) Tenant damage: 3 May 2021, Water over flow to lower Apt. #B. \$450.00, not paid.
- 16.) Tenant damage: 6 Jan 2023, Repair of stucco outside shower window. \$1250.00, not paid.
- 17.) Tenant damage: 5 Dec 2023, Replace damaged toilet, broken lid. \$350.00, not paid.
- 18.) Tenant damage: 14 Jan 2025, plugged sink, kitchen, and bathroom. \$250.00, not paid.

Prior **Delinquent** rent & fees: 850⁰⁰ w/o Damages Date: May 2025

Rent Due: 1194⁰⁰ + 850⁰⁰ minus parking fee of \$25.00 N/A.

Late charges: 50⁰⁰ Total Due: 1194 + 850 + 50 = 2094⁰⁰.

Total paid: 1194⁰⁰ Delinquent rent commencing: 1 Jul 2025 : \$ 906⁰⁰.
Date


Michael Horejsi. Owner

SATCHIDANANDA MIMS
PO BOX 19304 510-530-6345
OAKLAND, CA 94619

128
90-7526/3211
56

7/9/25

Date

Pay to the
Order of

Michael Horejsi

\$ 1194.00

one thousand one hundred & ninety four only

Dollars



Golden1
Credit Union

golden1.com

For

Rent: 3764 3rd Ave D

please
provide
receipt

[Signature]

MP

0128

Received Check # 128 for the amount of \$ 1194.00 on 17 July 2025.

Legitimate overdue requirements, Deposit increase of \$1300.00 and, renters insurance. Notice issued on Feb. 21, 2019; Due on April 1, 2019. Per settlement agreement case RG20-05253. Not Paid.

		<u>Delinquent</u>	<u>Paid</u>
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.00	4 May 2022 full amount 32 months late \$3948.00
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017.	\$1385.04	
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018.	\$2209.92	
	Total Delinquent rent as of Sept. 30, 2019:	\$3948.00	

Credit for bankruptcy dismissal of \$4,365.00 credited to November 2024 rent receipt.

Other related housing charges or damages not paid:

- 1.) Tenant damage: 21 April 2002, missing shower doors, damage to tub. \$1275.00, not paid.
- 2.) Tenant damage: 14 Jan 2017, Holes in window screens, damage to tub. \$1000.00, not paid.
- 3.) Tenant damage: 21 Oct 2017, Damage to range and counter top. \$2080.00, not paid.
- 4.) Tenant damage: 4 Nov 2017, Damage to range, used to heat kitchen. \$81.39, not paid.
- 5.) Tenant violation: 11 Nov 2017, CCC 1941.2a, failure to perform tenant duties. \$0.00, unknown.
- 6.) Tenant damage: 7 Feb 2018, fire in range, cooking with door ajar. \$243.46, not paid.
- 7.) Tenant damage: 7 Feb 2018, wire debris in garbage disposal. \$50.00, not paid.
- 8.) Tenant damage: 1 Sept 2018, Barbecue in exit doorway, smoke cleanup. \$100.00, not paid.
- 9.) Tenant damage: 29 Sept 2018, overfilled garbage container. \$136.00, not paid.
- 10.) Tenant damage: 15 Jan 2019, Electrical outlet had wiring reversed polarity. \$100.00, not paid.

Continued page 2...

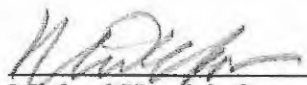
- 11.) Tenant damage: 12 Oct 2019, Water damage to bathroom door, refinish. \$100.00, not paid.
- 12.) Tenant damage: 21 Mar 2020, Range had wire removed from burner switch. \$100.00, not paid.
- 13.) Tenant damage: 21 Mar 2020, Wall heater had loose wire in control. \$100.00, not paid.
- 14.) Tenant damage: 16 Apr 2021, replaced disposal, wire stuck inside. \$150.00, not paid.
- 15.) Tenant damage: 3 May 2021, Water over flow to lower Apt. #B. \$450.00, not paid.
- 16.) Tenant damage: 6 Jan 2023, Repair of stucco outside shower window. \$1250.00, not paid.
- 17.) Tenant damage: 5 Dec 2023, Replace damaged toilet, broken lid. \$350.00, not paid.
- 18.) Tenant damage: 14 Jan 2025, plugged sink, kitchen, and bathroom. \$250.00, not paid.

Prior **Delinquent** rent & fees: 900⁰⁰ w/o Damages Date: Jun 2025

Rent Due: 1194 + 900 minus parking fee of \$25.00 N/A

Late charges: 50⁰⁰ Total Due: 1194 + 900 = 2094⁰⁰

Total paid: 1194⁰⁰ L.A.C. Delinquent rent commencing: 1 August 2025: \$ 950⁰⁰
Date


Michael Horejsi, Owner

Proof of Service

I, the undersigned, declare that I am over the age of 18 years.

On August 05, 2025, I served the following document(s):

- Rent Adjustment Program (Rap) - Tenant Petition Supplement
- Response To Landlord Answer To Petition (T25-0017)-

by placing a true copy thereof in a sealed envelope with postage fully prepaid for delivery via U.S. Mail, addressed as follows:

Michael E. Horejsi

P.O. Box 2883, Castro Valley, CA 94564

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

Executed on August 05, 2025, at Oakland, California.

Signature: 
Name: Satchidananda Mims



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

CASE NUMBER T -25-017

**PROPERTY OWNER RESPONSE
TO TENANT PETITION**

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

Rental Unit Information

3764 Street Number 39th Ave, E Street Name D Unit Number Oakland, CA 94619 Zip Code

Is there more than one street address on the parcel? ☐ Yes ☒ No If yes, list all addresses: _____

Type of unit(s) (check one): ☐ Single family home ☐ Condominium ☒ Apartment, room, or live-work Number of units on property: 7 Date acquired property: January 1975

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

Tenant Information

Name of Tenant Petitioner(s): Satchidananda Miris

Date tenant(s) moved into rental unit: 23 July 1982 Initial rent amount: \$ 425.00 Is/are tenant(s) current on rent? ☐ Yes ☒ No

Property Owner Information

Michael First Name Horejsi Last Name

Company/LLC/LP (if applicable): _____

Mailing address: PO Box 2883 Castro Valley, Ca. 94546

Primary Telephone: _____ Other Telephone: 775-400-6464 Email: mhorejsi@aol.com

Property Owner Representative (Check one): ☐ No Representative ☐ Attorney ☐ Non-attorney

First Name Last Name Firm/Organization (if any)

Mailing Address: _____

Phone Number: _____ Email: _____

GENERAL FILING REQUIREMENTS

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

Requirement	Documentation
☒ Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
☒ Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.
☒ Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below. ☒ I first provided tenant(s) with the RAP Notice on (date): <u>30 Jun 2002</u> <i>*If RAP Notice was first provided on or after September 21, 2016, RAP Notice must be provided in English, Spanish, and Chinese.</i> ☐ I have never provided a RAP Notice. ☐ I do not know if a RAP Notice was ever provided.
Evidence of registration for all affected cover units (check one of the following boxes) ☐ On _____, I/we used all reasonable diligence in preparing my annual registration statement, reviewed it and submitted it to the Rent Adjustment Program, and, to the best of my knowledge, the information contained in the statement was true and complete. To the extent I was unable, despite the use of reasonable diligence, to ascertain the exact information to be reported, I provided the most accurate approximation possible based on information and belief where possible or, where such approximation was not feasible, I stated that the information was unknown. ☐ The subject unit(s) are exempt from the registration requirement	To support this declaration, I am providing: ☐ If property not registered online: Copy of the Property Registration and Residential Unit Registration forms submitted to RAP for the affected covered unit in the building. ☐ If property registered online: Copy of a document containing the registration data related to property registration and residential unit registration of the affected covered unit since the registration was done online. OR Declaration of Exemption: ☐ The residential property involved in this petition matter is not covered by either the city's Rent Adjustment Ordinance or the Just Cause Ordinance. Thus, the subject unit(s) are not subject to the registration requirements under the Oakland Municipal Code, Section 8.22.090.B.1.c.ii.

PROPERTY OWNER CLAIM OF EXEMPTION

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

☐ The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code 1954.50, et seq.). <i>If claiming this exemption, you must answer the following questions. Attach a separate sheet if necessary.</i> 1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)? 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)? 3. Was the prior tenant evicted for cause? 4. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building? 5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel? 6. Did the petitioning tenant have roommates when he/she moved in? 7. If the unit is a condominium, did you purchase it? If so: 1) From whom? 2) Did you purchase the entire building?	
--	--

- ☐ The rent for the unit is controlled, regulated, or subsidized by a governmental unit, agency, or authority other than the City of Oakland Rent Adjustment Ordinance. (Attach documentation.)
- ☐ The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. (Attach copy of Certificate of Occupancy.)
- ☐ The unit is located in a motel, hotel, or rooming/boarding house, which the tenant petitioner has occupied for less than 30 days.
- ☐ The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. (Attach copy of Certificate of Exemption.)
- ☐ The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for the aged, or dormitory owned and operated by an educational institution. (Attach documentation.)

RESPONSE TO TENANT PETITION

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

A.	Unlawful Rent Increase(s)
	Complete this section if any of the grounds for the Tenant Petition fall under Category A on the Tenant Petition.

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

Date tenant given notice of rent increase:	Date rent increase went into effect:	Amount of increase:		Did you provide a RAP Notice with the notice of rent increase?		Reason for increase (CPI, banking, or other):
		FROM	TO	YES	NO	
(mm/dd/yy)	(mm/dd/yy)					
6/21/25	8/01/25	\$ 1194 ⁰⁰	\$ 1223 ⁰⁰	☒	☐	CPI, Banking.
6/26/24	8/1/24	\$ 1166 ⁰⁰	\$ 1194 ⁰⁰	☒	☐	
6/28/23	8/1/23	\$ 1138 ⁰⁰	\$ 1166 ⁰⁰	☒	☐	
6/28/22	8/1/22	\$ 1105 ⁰⁰	\$ 1138 ⁰⁰	☒	☐	
6/13/19	8/1/19	\$ 1037 ⁰⁰	\$ 1130 ⁰⁰	☐	☐	

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

Tenant Petition Grounds		Owner Response
(A2)	Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s).	NO: See attached.
(A3)	A government agency has cited the unit for serious health, safety, fire, or building code violations.	NO: See attached.

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

Tenant Petition Grounds		Owner Response
(B1)	The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.	NO: See attached.

(B2)	Tenant(s) is/are being unlawfully charged for utilities.	
C.	Other	
	<i>Complete this section if any of the grounds for the Tenant Petition fall under Category C on the Tenant Petition.</i>	
	Tenant Petition Grounds	Owner Response
(C1)	Rent was not reduced after a prior rent increase period for capital improvements.	
(C2)	Owner exemption based on fraud or mistake.	
(C3)	Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080 (C)).	

OWNER VERIFICATION

(Required)

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

Michael E. Hansen

Property Owner 1 Signature

22 July 2025

Date

Property Owner 2 Signature

Date

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

Check the box below if you agree to have RAP staff and the OTHER PARTY/IES send you documents related to your case electronically. If you agree to electronic service, the RAP and other parties may send certain documents (except a response) only electronically and not by first class mail.

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

MEDIATION PROGRAM

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

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

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

Property Owner Signature

Date

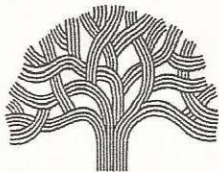
INTERPRETATION SERVICES

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

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

- ☐ Spanish (Español)
☐ Cantonese (廣東話)
☐ Mandarin (普通话)
☐ Other: _____

-END OF RESPONSE-



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

On the following date: 22 / JUL / 2025 I served a copy of (check all that apply):

☒ **PROPERTY OWNER RESPONSE TO TENANT PETITION** plus 22 attached pages
(number of pages attached to Response not counting the Response form or PROOF OF SERVICE)

☐ Other: _____

by the following means (check one):

☒ **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.

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

PERSON(S) SERVED:

Name	<u>Satchidananda Mims</u>
Address	<u>P.O. Box 19304, Oakland, CA 94619</u>
City, State, Zip	<u>Oakland, Ca. 94619</u>

Name	
Address	

City, State, Zip	
------------------	--

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

Michael E. Horejsi
PRINTED NAME

Michael E. Horejsi
SIGNATURE

22 July 2025
DATE SIGNED

Prior RAP cases: T03-03-0237, T03-0300, T16-0549, T18-0523, T18-0480, T19-0415, T20-0006, T22-0154, T25-0059, T25-0041

A. Background

1. Petitioners case T25-0059 was denied recently, and he has appealed the ruling. This is his normal Modis operandi as he has done this before with RAP rulings. He has demonstrated bad faith by routinely mis-stating material facts.
2. Mr. Mims is a vexatious litigant. He filed his petition several days before the appeal for his most recent lawsuit was denied. He has been in continuous litigation for over nine years with both RAP and Superior Court actions. He is of the opinion that he is protected by CCC 1942.5, he ignores property owner's rights under CCC 1942.5(E-G).
3. He continues to attempt to litigate issues which have been adjudicated. Occupant has a long history of frivolous and harassing lawsuits/petitions and is causing unnecessary burden, delays, and expenses.
4. Occupant was provided a notice to vacate on 24 April 2025 upon conclusion of litigation appealing a superior court case RG2005253. His appeal was rejected on numerous occasions until finally being closed by the supreme court. His appeal case #A173290 was denied and closed by the Supreme Court of California on 16 July 2025. The appeal process was delayed by nearly 2-years by the occupant Mr. Mims. These were caused due to a lack of timely responses on his part. He was provided a letter of explanation with the notice to vacate by 31 July 2025. I did not take action to remove him from the apartment until the end stages of his years long case against me. Exhibit #1-3.

B. Petitioner is considered an unlawful occupant.

Petitioners' status

1. Petitioner considers himself to be a tenant in the context of tenant law. Contrary to his claims. He is not a lawful tenant under the Oakland Rent Adjustment program. In order to be a tenant he needs to obtain a rental agreement with the owner. Petitioner did not inherit the unit upon his mother's death. As such he is considered an unauthorized occupant. An unauthorized occupant does not have a direct relationship with the owner. Therefore, he cannot claim any protection under landlord – tenant laws.
2. The situation is that the legal tenant has been deceased since April 2021. At the time of death, a lawsuit was pending in superior court. The petitioner was allowed to remain in the premises, pay the rent and represent the legal tenant in the lawsuit. Obviously, the rent receipts are in his name. The lawsuit was tried in June 2023 where he lost his case. Petitioner appealed the case, and was denied relief at all levels, most recently on 16 July 2025 by the Supreme Court of California, his petition for review was denied.

3. He cited several cases which he claims give him full statutory protection and somehow qualify him as a tenant. These cases established only that a rent board has authority to regulate rent as long as the occupancy is continuous. They do not remotely suggest when rent is paid by an occupant that he becomes a tenant by occupancy. (whatever that is). Several things must happen in order for an occupant in possession of an apartment when the legal tenant passes away to become a tenant. They must qualify for the rental unit, be approved by the property owner, and sign a new rental agreement. In the current situation, the petitioner is an unauthorized occupant. He never went through the qualification process, never approved by the owner, and never signed a rental agreement. In addition, the petitioner has suggested he cannot afford the low rent he is required to pay.

4. Mr. Mims was named as an occupant in the unlawful detainer case. His mother was named as the legal tenant. The ruling did not authorize a change of status of either party. The petitioner was merely an occupant at that time.

5. Upon the death of the petitioner's mother he became an unauthorized occupant or a non-occupant? Exhibit #4.

6. Petitioner is not a legal tenant and should not be viewed by RAP as other than what he is, an unauthorized occupant with limited rights. His request for relief should be denied.

C. Basis for denying Petitioners objection to rent increases.

1. Only petitioner would claim the letter, sent to him on May 27, 2025, was a rent increase. He was advised that he had banked rent from 2020-2021. This was our best effort at using the RAP program. The 2025 CPI was not available at that time. He seems to have a problem with math. He did not respond to my request for comments. Exhibit #5.
2. The occupant was served with a 30-day notice of rent increase on 21 Jun 2025, effective 1 August 2025. Per RAP guidance banked rent is allowed to be taken at the rate of 3 times the current CPI. Based on the .8% CPI, the occupants allowable rent increase was 2.4% which is consistent with RAP guidance. Occupant did not provide a complete notice of rent increase with his petition. Exhibit #6.
3. According to calculations he has a banked rent amount of 3% carried over.
4. A quick Google search rejected all claims of improper compliance concerning RAP rules regarding this rent increase. An overview which totally supports my position is attached as Exhibit #3.
5. The occupant's claims of 6.9% increase in rent is non-sensical and unsupported.
6. Petitioner comments concerning pending case number T25-0041 is a capital expense property owner petition and has not been ruled upon.

7. Petitioner routinely tries to re-litigate in bad faith issues such as late fees and his bankruptcy case he just presented in case T25-0041 are either irrelevant or barred by Res judicata.

Housing Providers Request.

- a) The complaint concerning his rent increase should be denied.
- b) Petitioner misstates RAP rules concerning banked rent and covid-19 policies. The requested rent increase should be approved as requested.

D. Reduced housing service.

1. Petitioner considers himself to be a tenant in the context of tenant law. Petitioner did not inherit the unit upon his mother's death. As such he is considered an unauthorized occupant. An unauthorized occupant does not have a direct contractual relationship with the owner. Therefore, he cannot claim any protection under landlord – tenant laws.
2. Petitioner has in the past caused documented, intentional damages to the unit and are memorialized on his rent receipts. He has never paid for any of the damages. Exhibit #7.
3. Prior issues occurred with the plumbing. On one occasion the commode was plugged and the legal tenant at the time paid for the plumber. On another occasion the garbage disposal was plugged with what appeared to be onion peelings and a piece of wire. At that time occupants were advised about what could go down the disposal. Exhibit #8.
4. Petitioner once again provides misinformation on his housing services. (Plumbing failure claim). Occupant verbally complained on 14 Jan 2025 that his bathroom and kitchen sink common drain was plugged. Inspection revealed that the plug was limited to his unit. A lower unit and upper unit drain into the same branch line going into the main disposal pipe. The obstruction was limited to the occupant's apartment.
5. On the same day 14 Jan 2025, he complained my employee and myself ran an auger through the bathroom sink drain line. We did extract what appeared to be onion peelings from the pipe. There was another unknown material that was difficult to remove from the pipe. On that day after clearing the pipe the water was flowing normally. To add, the bathroom sink was replaced with a new sink on or about 23 Jan 2025.
6. On or about 27 Jan 2025, he again complained that his kitchen and bathroom sinks were running slowly.
7. I became suspicious that he was intentionally plugging the pipes. The drain pipe was again cleaned and flowed normally. Whatever was in the drain pipe was removed and flowed into the main sewer line. At that time, he was advised of what was acceptable to run down the garbage disposal. In addition, he was advised to run plenty of water in the sink when running the

disposal. He was also told at that time any further problems with the drain would require him to get a professional to clear it. Occupant did not report any problems with his drain until or about 14 April 2025. Tenant letter, Exhibit #9.

8. Housing provider was further convinced that the occupant was inducing a blockage to the drain line by running grease or coffee grounds through his garbage disposal with intent to cause a costly block to the main sewer line. On 1 March 2025 the tenant below him called at 11pm and was hysterical. She stated that her plumbing was blocked and each time the petitioner upstairs flushed his toilet it was overflowing onto her bathroom floor and running onto her carpet. She told me she was soaking the water up and hauling it outside to dispose of it in the street gutter. Without a doubt this was a horrible experience for her.
9. I responded to the building at that time and was in her apartment and observed that the water was overflowing only when the occupant upstairs ran water down the drain. The toilet contained a thick amount of black particles that I at the time believed to be dirt. I now believe it was possibly coffee grounds.
10. All tenants in the building inconvenienced were requested to discontinue running water until I could get a professional to ensure the sewer line was cleared. Upon arrival of the drain cleaner on Sunday it was determined that the restriction to the drain was confined to the branch drain servicing the occupant and his downstairs neighbor.
11. The main line was cleaned with an auger, flushed with pressure water, and surveyed with a camera. There were no restrictions beyond excess grease in the main line. The cost to me for this work was \$3000.00.
12. It is my opinion, due to prior behavior, the occupant was also responsible by entering material through his garbage disposal that passed through his pipes and plugged the branch main line servicing the two apartments. If the occupant's actions caused the blocking, he was a nuisance to all the tenants in the building by depriving them from using the water system for at least 12-hours. See Exhibit #10.
13. Occupant again reported on 14 April 2025 that his kitchen and bathroom sink were plugged. However, he stated it ran slow and then quit running at all (his petition suggests that this was a problem since I cleared the drain in Jan 2025) his letter suggested it was a problem that began with slow drainage on 6 April 2025.
14. Inspection of the stoppage was conducted on 14 April 2025. Both bathroom and kitchen sinks were completely plugged. Occupant was informed to call a plumber and arrange as well as pay for the service. At that time, I felt the occupant plugged his drain line to harass me and did it intentionally.
15. Occupant called a plumber to clear the blockage. The plumber arrived on 15 May 2025. My employee and I were present and spoke to the plumber about the history of the occupants drain clogs. He wrote on his invoice, "ran the snake down approximately 10 to 15 feet. Clog cleared immediately, ran a bunch of water in the kitchen sink, ran a bunch of water in the bathroom

sink, line is open draining and flowing properly. There is no warranty on the clog did not find any thing in the line, seems like normal wear and tear in the pipes, nothing abnormal.” My employee was present during the plumber’s presence. It should be noted that there is no warranty on the job because the occupant could plug it again within minutes of him departing. Also, that it must have been plugged by wear and tear. Wear and tear do not auger out of the pipes.

16. The next day, on 16 May 2025 the tenant below occupant called again and was hysterical. She stated her toilet ran over when the occupant flushed his toilet. I responded immediately and plunged the toilet. Apparently, the material removed by the plumber moved through the joint branch line and blocked the entry to the main pipe. I continued to plunge the toilet, the water went down the toilet and ran 5-6 flush cycles without any problems. The blockage appears to have moved into the main drain and not caused further problems into the main drain pipe. Occupant was notified of this. Exhibit #11.

Housing provider’s request.

- a) Occupants’ complaint concerning reduction in housing services should be denied.
- b) In my opinion there are numerous legal reasons why I am not required to clear the unauthorized occupants clogged drains.
- c) No duty on the part of the landlord to repair dilapidation shall arise under section CCC 1941 or 1942 if the occupant contributes substantially to the existence of the dilapidation. His unit was involved in three incidences of obstructed drains in a 5-month period of time. Exhibit #12.
- d) Occupant is required to properly use and operate plumbing fixtures. CCC 1941.2(a)(3) not intentionally or accidentally clog drains and be a nuisance to other tenants by doing so. See Exhibit #13 & 13a.
- e) In this case the drain pipes are in good condition and generally landlords are not responsible for other than main sewer lines and maintenance of the internal hoses, water cut offs and leaks. See exposed pipes, see exposed pipes. Exhibit #14.
- f) The petitioner is not a legal tenant. This was explained to his attorney on 29 April 2025. He is an unauthorized occupant. As such, the landlord has no legal requirement to provide the occupant the same services as what a legal tenant would get. The occupant has not provided any information which would alter his status as an unauthorized occupant. Letter Exhibit #15.
- g) It should be noted that occupant has not reported any problem with his drain since he was required to pay for the plumber on 15 May 2025. Occupant should not be rewarded for intentional or unintentional clogging of his drains. His request should for reimbursement should be denied.

- h) It is housing providers opinion that a ruling in the favor of the occupant would be contrary to landlord/tenant law CCC 1941 or 1942 and would encourage occupant to continue to misuse his garbage disposal effectively causing a nuisance to other tenants and additional operational problems with the building. Occupant has had more issues with his plugged drains in 5-months this year than the entire building has had in the last 10-years. This type of issue is generally very rare. The occupant has long demonstrated an animosity against the housing provider which could lead to this type of vindictive behavior.

E. Retaliation for protected activity

1. Requesting a rent increase per RAP rules is not a protected activity.
2. Being held responsible for intentionally or unintentionally blocking drains under CCC 1941 is not protected activity.
3. All actions taken involving occupant were in good faith and comply with CCC 1942.5(b)(f) and (g).

Housing providers request.

- a) Occupants request for relief should be denied.

List of Exhibits

1. Notice to vacate 3 pages.
2. Status of occupant. Google search.
3. Removal, Google Search.
4. Removal, Google Search.
5. Calculation of rent, letter 27 May 2025, 2-pages.
6. Rent increase notice, 30-day notice, 2-pages.
7. Rent receipt June 2025, 2-pages.
8. Prior damage to disposal.
9. Request for service, Letter 14 April 2025.
10. Response to request for service, Letter 15 April 2025, 2-pages.
11. Letter concerning drain, Letter 19 May 2025.
12. No legal requirement, Google search 2-pages.
13. Landlord responsibility, Google search.
- 13a. Occupants rights, Google search.
14. Photos of drain pipes.
15. Letter to attorney, 29 April 2025.

Mailed 23 Apr 2025

21 April 2025

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

Subject: Notice to vacate, termination of occupancy.

Dear Mr. Mims,

As you are aware your mother was the legal tenant at 3764 39th Ave. #D, Oakland, CA. You also lived in the apartment as an occupant. Upon your mother's death you remained in the unit as an unauthorized occupant.

You were allowed to remain on the premises as an unauthorized occupant because you were involved in a lawsuit which included your mother as well as yourself. This lawsuit has ended, your appellate review was denied. It is time for both of us to move on.

It is my understanding that the legal issues are as follows. In Oakland an unauthorized occupant after a tenant's death generally has no legal right to remain in the rental unit. The housing provider can proceed with an eviction if necessary.

It is also my opinion that you cannot file a tenant petition with the Oakland RAP. The Oakland municipal code (OMC) 8.22 a tenant is defined as a person who has legal right to use or occupy a covered rental unit, either through a written or oral agreement. This definition aligns with general landlord-tenant law, where a tenant is someone entitled to occupancy of a property under a lease or rental agreement. As such, you do not have the rights of a tenant because I have not agreed to and, you have not requested a new rental agreement between you and me. You have recently filed a tenant petition with RAP even though you are not a legal tenant by RAP standards and simply do not have standing to file any complaint with RAP because you are not a tenant.

A housing provider can permit an unauthorized occupant to stay on the property for a specific time. However, those individuals do not have any rights provided by the lease since they are not on it. A landlord can remove them from the property at any time. An unauthorized occupant currently resides in the property "as is" for their stay. They have no standing to request repairs or changes in the unit. An authorized occupant may become a tenant by going through the application and approval process as well as tenant background screening, which you have not done.

In this case, we do not have a written or oral rental agreement in place that establishes you as a legal tenant.

In summary:

- 1) You have no legal right to occupancy. Generally, individuals who are not named on the lease nor authorized by the landlord to live in the unit have no legal right to remain in the unit after the tenant's death.

000168

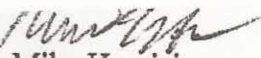
- 2) Landlord's Action: The landlord can treat these as unauthorized occupants and initiate an eviction action.
- 3) Notice to vacate: The landlord will typically provide a notice to vacate to these individuals, outlining the reason for eviction and timeframe for moving out.

Reasons:

- a. Past behavior is unacceptable.
 - b. Substantial property damage.
 - c. Failure to comply with CCC 1941.2
 - d. Rent pay history.
 - e. Occupant not an authorized tenant.
 - f. I am willing to provide 90 days for you to relocate ending 31 July 2025.
- 4) The estate of the deceased tenant is responsible for removing the deceased personal belongings from the property.
 - 5) There are numerous vacancies available at the present time. There shouldn't be any issues with availability in the immediate rental market.

Should you as an unauthorized occupant fail or refuse to vacate in a timely manner, it will be necessary to file an un-lawful detainer action to evict you from the property. This could make it difficult for you to qualify for another apartment.

Thanks,


Mike Horejsi
Housing Provider

SIXTY DAY NOTICE OF TERMINATION OF TENANCY

Satchidananda Minic (Unauthorized occupant)

All residents (tenants and subtenants) in possession (full name) and all others in possession

of the premises located at:

3764 39th Ave

(Street Address)

Unit # (if applicable) 1

Oakland

(City)

, CA 94619

(Zip)

PLEASE TAKE NOTICE that your tenancy of the premises is terminated effective at the end of a sixty (60) day period after service on you of this notice, or 31 July 2025 whichever is later.

(Date)

You must peaceably vacate the premises and remove all of your personal property on or before the date indicated above. If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you which may include attorneys' fees and court costs as allowed by law, plus owner may recover an additional punitive award of six hundred dollars (\$600) in accordance with California law for such unlawful detention. This legal action will also result in forfeiture of the rental agreement.

This Notice of Termination of Tenancy does not relieve you of payment of any financial obligation for rent owed until the actual date of termination of tenancy.

You have the right to request an initial inspection of your unit and to be present during that inspection, which shall occur no earlier than two weeks before the termination of the tenancy and during normal business hours. At this initial inspection, the Owner/Agent will provide an initial statement specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. This may not be a full accounting of deductions from the security deposit. A separate Notice of Resident's Option to Request an Initial Inspection is provided with this Notice or will follow within a reasonable time. Please complete the form and return it to Owner/Agent if you wish to arrange for an initial inspection.

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

24 April 2025

Date

[Signature]
Owner/Agent

Proof of Service

To be filled out by Server AFTER service on Resident is complete

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 24 day of April (month), 2025 (year), in Oakland (city), California, on the above mentioned Resident in possession in the manner indicated below.

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

☒ BY LEAVING a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;

AND 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.

☐ BY POSTING a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);

AND MAILING by first class mail on the same day as posted, 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 resident(s) at the place where the property is situated.

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

[Signature]
(Signature of Declarant)

000170

AI Mode All News Images Short videos More



legal status of occupant when tenant dies

When a tenant passes away, the legal status of other occupants in the rental property depends on their relationship to the deceased tenant and whether they are listed on the lease agreement.

Here's a breakdown of common scenarios:

1. Co-tenants listed on the lease

- If the deceased tenant was part of a co-tenancy, the remaining tenant(s) retain their rights and responsibilities under the existing lease agreement.
- They are obligated to continue paying the full rent, as the rental payment responsibility does not decrease with the death of one tenant.
- When the lease expires, the remaining tenant(s) can renegotiate a new lease in their name(s) only.

2. Occupants not on the lease (e.g., family members, caregivers)

- If the deceased tenant was the sole person on the lease, and other individuals were living there as occupants (e.g., family members, caregivers), their legal status is more precarious. ✓
- In some cases, especially with elderly tenants and their caregivers, these occupants may attempt to establish tenancy rights to continue living in the property and potentially benefit from lower rents, particularly in rent-controlled areas.

The landlord should clarify the legal status of such occupants and determine whether

- they can legally stay in the rental property, [according to SNS Law Group](#).
- If the occupant was not listed on the lease and the landlord did not know about their presence or did not explicitly accept them as tenants, their legal status as an unauthorized occupant may allow the landlord to pursue eviction proceedings if they refuse to leave voluntarily. ✓

3. Rent-controlled properties

In rent-controlled jurisdictions, an adult child who was a minor when the unit was initially rented and lived in the unit at the time of the tenant's death may have the right

- to claim succession to the rent-controlled tenancy, [according to SNS Law Group](#).

In general

- The lease agreement remains in effect after the tenant's death and transfers to the deceased tenant's estate.

Ask anything

6 sites

Tenant Death: What California Landlords Need to Know

Jun 4, 2024 — So, it's really my pleasure to welcome Edrin Shantob...

SNS Law Group

Does Death Terminate a Lease? What to Do Next - O'Flaherty Law

Mar 1, 2024 — Does Death Terminate a Lease? What to Do Next *...

O'Flaherty Law

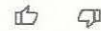
Hold Over Tenants - The Law Office of Fordham

Sometimes, however, the occupants may have a legal right to remain in the decedent's...

dennisfordhamlaw.com

Show all

000171 2

AI Mode All News Images Short videos More AI responses may include mistakes. [Learn more](#)

What legal options does a landlord have to remove an unauthorized occupant after a tenant's death?

In California, if a tenant dies and an unauthorized occupant remains in the rental unit, a landlord generally has two main options to regain possession of the property:

1. Eviction (unlawful detainer lawsuit)

- **Serving a Notice:** The landlord can serve a notice to the deceased tenant's estate (usually addressed to "Estate of [Deceased Tenant's Name]") demanding that the unauthorized occupant vacate the premises. If the unauthorized occupant does not leave within the timeframe specified in the notice, the landlord can proceed with an eviction lawsuit. ✓
- **Filing an Unlawful Detainer:** This is a legal action where the landlord files a lawsuit to regain possession of the property and, potentially, claim damages (like unpaid rent). According to the County of Contra Costa Superior Court, unlawful detainer cases are expedited, with the tenant usually having 5 days to file a response. If the unauthorized occupant doesn't respond or doesn't have a valid defense, the landlord can obtain a judgment for possession and a writ of possession. The sheriff will then serve the writ, giving the unauthorized occupant a final opportunity to vacate before being physically removed.
- **Prejudgment Claim of Right to Possession:** If the landlord was unaware of the unauthorized occupant before filing the eviction lawsuit, the Sheriff or Registered Process Server can serve them with a Prejudgment Claim of Right to Possession (Form CP 10.5) along with the summons and complaint. This form allows the unknown occupant to file a claim with the court within 10 days, becoming a defendant in the case and giving them the opportunity to present their defense against the eviction. ⚡

2. Notice of Belief of Abandonment

- If the landlord is unaware of any executor or family members, and 30 days have passed since the last rent payment, they can issue a Notice of Belief of Abandonment.
- The landlord posts the notice on the property and waits the required number of days (currently 18 days in California).
- If no one claims possession within the specified period, the landlord can legally regain possession and change the locks. This can be a faster method than eviction if the conditions are met. ⚡

 10 sites

Landlord / Tenant General Information Court of California

If there are unknown occupants, the Sheriff or Registered Process Server may serve the

 County of San Bernardino Superior Court

Eviction cases in California | California Courts | Self Help Guide

The landlord gives a Notice. The landlord gives the tenant a written...

 California Courts Self-Help (.gov)

Landlord / Tenant (Unlawful Detainer)

Serve the tenant with the appropriate v (there are several types of notices, and

 County of Contra Costa Superior Court

Show all

AI Mode All News Images Short videos More



legal status of occupant when tenant dies

When a tenant passes away, the legal status of any remaining occupants in the rental property depends on their relationship to the deceased tenant and whether they were named on the lease or had a formal agreement with the landlord.

Here's a breakdown of possible scenarios and their implications:

- N/A
- **Named on the lease:** If the occupant was also a named tenant on the lease (co-tenant or co-leaseholder), they are generally entitled to continue the tenancy according to the terms of the existing lease agreement.
 - **Authorized occupant:** If the occupant was explicitly authorized by the landlord to reside in the property, even if not a signatory on the lease, they might have certain rights, depending on local and state laws. They would typically need to enter into a new lease agreement or have their status officially recognized by the landlord to continue living in the property. ✓

Family member or long-term guest (not on lease, not formally authorized): This situation can be more complex. In some jurisdictions, individuals who have lived in the rental for an extended period, even without a signed lease, might gain certain legal protections as implied tenants, [according to LeaseRunner](#). However, without a formal agreement, their rights are limited compared to those of a tenant. The deceased tenant's estate would typically be responsible for the lease, and the landlord would

- **work with the executor to determine the future of the tenancy.**
- **Unauthorized occupant:** If the occupant was not authorized by the landlord or not included in the lease, they can be considered an unauthorized occupant. In such cases, the landlord may need to follow specific legal procedures, such as serving a notice to quit, to have the unauthorized occupants vacate the premises. ✓

Important considerations

- **Lease continuation:** The deceased tenant's estate is typically responsible for fulfilling the terms of the lease until it is formally terminated.
- **Communication with the executor:** Landlords should communicate with the deceased tenant's executor or next-of-kin to discuss the lease, removal of belongings, and other related matters.
- **Local and state laws:** Landlord-tenant laws vary by jurisdiction, so it's essential to understand the specific regulations in your area regarding tenant death and occupant rights.
- **Eviction procedures:** If necessary, a landlord may need to initiate eviction proceedings to remove unauthorized occupants, adhering to the proper legal process. ✓
- **Sensitivity:** It's important to approach these situations with respect and empathy for the grieving family while also protecting the landlord's rights and property interests.

Disclaimer: This information is for general knowledge and should not be considered legal

11 sites

Tenant vs. Occupant: Understanding the Key Differences for ...

Nov 10, 2024 — Quick Summary. * The distinctions between tenants and...

SharedEasy

Tenant vs Occupant: What's the Difference and Why It Matters

May 12, 2025 — What is an Occupant? On the other hand, an occupant is...

LeaseRunner

Does Death Terminate a Lease? What to Do Next

Mar 1, 2024 — Does Death Terminate a Lease? What to Do Next *...

O'Flaherty Law

Show all

Ask anything

000173

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

27 May 2025

Re: Rent Increase

Commencing 1 August 2025, a higher rent will be administered to reflect banked CPI increase in rent from 2020 of 2.7% and 2021 of 1.9%. As of this moment the CPI for 2025 has not been published. When calculating the banked rent by adding it to the current payment of \$1194.00 approved by the rent board, the basis of calculating your rent will be \$1249.00 plus the upcoming new CPI increase for 2025.

Attached you'll find the calculations as calculated by the Oakland RAP rental increase calculator. This follows the calculation method used by RAP and myself.

This change is necessary in light of recent RAP decisions regarding banked rent. I appreciate your understanding. Please note that this adjustment falls within RAP's jurisdiction. CPI increases and banked rent cannot be disputed unless incorrect. You are welcome to check the calculations yourself. Let us know if you feel there are any discrepancies.

Thank you for your cooperation.


Mike Horejsi
Housing Provider

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program

<http://rapwp.oaklandnet.com/about/rap/>

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

HOVER OVER CELL FOR INSTRUCTIONS

INPUT IN YELLOW CELLS ONLY

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Aug-1982	MUST FILL IN D10, D11, D12 and D16. D13 should be filled in if it applies.	Case No.:	
Effective date of increase	1-Aug-2024		Unit:	#D
Current base rent (before increase and without any prior cap. improve pass-throughs)	\$1,194.00			
Is there a continuing cap. imp. pass-through?	\$0.00			
Date calculation begins	8/1/2013			
Base rent when calc. begins	\$976.54			

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return Increase	Increased Housing Serv. Costs Increase	Base Rent Reduction	Annual CPI Percentage	Allowable CPI Increase	Rent Ceiling
8/1/2024				2.3%	\$28.08	\$1,249.07
8/1/2023				2.5%	\$29.78	\$1,220.99
8/1/2022				3.0%	\$34.70	\$1,191.21
8/1/2021				1.9%	\$21.56	\$1,156.52
8/1/2020				2.7%	\$29.84	\$1,134.95
8/1/2019			\$ (25.00)	3.5%	\$38.22	\$1,105.11
8/1/2018				3.4%	\$35.90	\$1,091.90
8/1/2017				2.3%	\$23.74	\$1,055.99
8/1/2016				2.0%	\$20.24	\$1,032.25
8/1/2015				1.7%	\$16.92	\$1,012.01
8/1/2014				1.9%	\$18.55	\$995.09
8/1/2013						\$977

Calculation of Limit on Increase

Current base rent	\$1,194.00
Maximum percentage increase	6.9%
Ceiling on allowable increase - dollar amount	\$82.39
Allowable Percentage CPI increase this year	2.3%
Allowable Increase Based on CPI - Dollar Amount	\$27.46
Banked Amount	\$27.61
Sum of Banking amount and current CPI	\$55.07
Total Allowable Increase- the smaller of "ceiling on allowable increase" and "sum of banking and current CPI"	\$55.07
Prior capital improvements recovery	\$0.00
Rent ceiling w/o other new increases	\$1,249.07

OWNER FILL IN:

Banking Dollar Amount	CPI Dollar Amount	Total Increase
\$27.61	\$27.00	\$54.61

Notes:

- You cannot use banked rent increases after 10 years.
- Rent increases that include banked CPI increases are limited to three times the current annual CPI rate.
- CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
- The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
- Debt Service and Fair Return increases include all past annual CPI adjustments.
- An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
- Past increases for unspecified reasons are presumed to be for banking.
- Banked annual increases are compounded.
- The rent increase notice must specify what amount is being taken as the CPI and what is taken for banking and may not exceed the amount specified on the calculator.
- Under the City's March 2020 Eviction Moratorium's rent increase restrictions, which expired on June 30, 2024, no rent increases above the CPI were then allowed.

Change of Terms of Lease/Rental Agreement [30 day Notice]

Date: 21 Jun 2025

Tenant Name: S mims Unauthorised occupant

Address: 3764 39th Ave Apt D
Oakland, Ca 94619

Delinquent Rent, if any: \$ 850⁰⁰

Current Base Rent: 1194 Parking: N/A New Rent/W/out Parking: 1223⁰⁰ New Rent W/Parking: N/A

Regrettably, due to increases in operating expenses, I find it necessary to increase rent on all units. Rent may be increased for the following reasons:

1. Capital improvement/uninsured repair cost, amount: 0;
2. Increased housing service costs, amount: 0;
3. Debt service cost, amount: 0;
4. Banking/rental history, amount: 1.6%.

OMC 8.22.070 B2: A tenant may not petition to contest a rent increase justified in an amount up to and including the CPI Rent in adjustment and/or any banked rent increase. Current CPI: .8%.

You are hereby notified that beginning on 1 August 2025, your monthly rent will increase 29.00 per month for a total rent of 1223⁰⁰. Your percentage rent increase is 2.4%; banked rent remaining 3%. Banked rent may be taken at a rate of three times the current CPI [Consumer Price Index] of .8% - this total is 2.4%.

Dates	CPI	CPI taken	CPI	CPI taken
Aug 1, 2025	.8%			
Aug 1, 2024	2.3%			
Aug 2, 2023	2.5%		July 1, 2016	2.0%
July 1, 2022	3.0%		July 1, 2015	1.7%
July 1, 2021	1.9%			
July 1, 2020	2.7%			
July 1, 2019	3.5%			
July 1, 2018	3.4%			
July 1, 2017	2.3%			

See back of Notice of Notice of TPO & RAP [Rent Adjustment Program]

Michael Horejsi
Michael Horejsi, Landlord/Owner

PROOF OF SERVICE BY MAIL

The undersigned declares:

I am a citizen of the United States of America, over the age of eighteen years. My mailing address is P.O. Box 2883, Castro Valley, CA 94546.

On 21 Jun, ²⁰²⁵~~2023~~, I served the attached Change of terms of lease
and Rental Agreement, Notice of TPO & RA?

on the parties in this action by placing a true and correct copy thereof, in a sealed envelope with first class postage fully prepaid, in the United States mail at Castro Valley, California, addressed as follows:

S MINIS
P.O. Box 19304
Oakland, Ca. 94619

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this 21 day of 21 Jun 2025, ²⁰²⁵~~2023~~ at Castro Valley, CA.

Michael E. Horejsi
Michael E. Horejsi

SATCHIDANANDA MIMS
PO BOX 19304 510-530-6345
OAKLAND, CA 94619

127

90-7526/3211
56

6/6/2025
Date

Pay to the
Order of

Michael Horejsi

\$ 1194.00

one thousand one hundred ninety four

Dollars



Golden1
Credit Union

golden1.com

For Rent: 3769 3rd Ave Apt D

Please
provide
receipt

[Signature]

0127

Received Check # 127 for the amount of \$ 1194.00 on 9 Jun 2025 (Late)

Legitimate overdue requirements, Deposit increase of \$1300.00 and, renters insurance. Notice issued on Feb. 21, 2019; Due on April 1, 2019. Per settlement agreement case RG20-05253. Not Paid.

		Delinquent	Paid
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.00	4 May 2022 full amount 32 months late
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017.	\$1385.04	
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018.	\$2209.92	
Total Delinquent rent as of Sept. 30, 2019:		\$3948.00	\$3948.00

Credit for bankruptcy dismissal of \$4,365.00 credited to November 2024 rent receipt.

Other related housing charges or damages not paid:

- 1.) Tenant damage: 21 April 2002, missing shower doors, damage to tub. \$1275.00, not paid.
- 2.) Tenant damage: 14 Jan 2017, Holes in window screens, damage to tub. \$1000.00, not paid.
- 3.) Tenant damage: 21 Oct 2017, Damage to range and counter top. \$2080.00, not paid.
- 4.) Tenant damage: 4 Nov 2017, Damage to range, used to heat kitchen. \$81.39, not paid.
- 5.) Tenant violation: 11 Nov 2017, CCC 1941.2a, failure to perform tenant duties. \$0.00, unknown.
- 6.) Tenant damage: 7 Feb 2018, fire in range, cooking with door ajar. \$243.46, not paid.
- 7.) Tenant damage: 7 Feb 2018, wire debris in garbage disposal. \$50.00, not paid.
- 8.) Tenant damage: 1 Sept 2018, Barbecue in exit doorway, smoke cleanup. \$100.00, not paid.
- 9.) Tenant damage: 29 Sept 2018, overfilled garbage container. \$136.00, not paid.
- 10.) Tenant damage: 15 Jan 2019, Electrical outlet had wiring reversed polarity. \$100.00, not paid.

Continued page 2...

- 11.) Tenant damage: 12 Oct 2019, Water damage to bathroom door, refinish. \$100.00, not paid.
- 12.) Tenant damage: 21 Mar 2020, Range had wire removed from burner switch. \$100.00, not paid.
- 13.) Tenant damage: 21 Mar 2020, Wall heater had loose wire in control. \$100.00, not paid.
- 14.) Tenant damage: 16 Apr 2021, replaced disposal, wire stuck inside. \$150.00, not paid.
- 15.) Tenant damage: 3 May 2021, Water over flow to lower Apt. #B. \$450.00, not paid.
- 16.) Tenant damage: 6 Jan 2023, Repair of stucco outside shower window. \$1250.00, not paid.
- 17.) Tenant damage: 5 Dec 2023, Replace damaged toilet, broken lid. \$350.00, not paid.
- 18.) Tenant damage: 14 Jan 2025, plugged sink, kitchen, and bathroom. \$250.00, not paid.

Prior **Delinquent** rent & fees: 850⁰⁰ w/o Damages Date: May 2025

Rent Due: 1194⁰⁰ + 850⁰⁰ minus parking fee of \$25.00 N/A

Late charges: 50⁰⁰ Total Due: 1194 + 850 + 50 = 2094⁰⁰

Total paid: 1194⁰⁰ Delinquent rent commencing: 1 JUL 2025 : \$ 904⁰⁰
Date


Michael Horejsi, Owner

3764 39th Ave #D
Coy Island.

From: 7754006464 <7754006464@vzwpx.com>

To: mhorejsi <mhorejsi@aol.com>

Date: Wed, Feb 7, 2018 10:13 am

@ 20180206_153007.jpg (1006 KB)

1 Attached Images



Apt D Contents Removed from garbage disposal, 12 Jan 2018, wire
Plastic, onion peeling s.

SATCHIDANANDA MIMS
PO Box 19304 ~ Oakland, California 94619

(510) 530-6345

smims21@hotmail.com

Date: April 14, 2025

Michael Horejsi
P.O. Box 2883
Castro Valley, CA 94546

RE: Formal Notice – Request for Sink Repair (Kitchen and Restroom Clogs)

Dear Mr. Horejsi,

I am following up in writing regarding the clogged kitchen and restroom sinks at my unit. As you are aware, you previously addressed this issue on or about January 14, 2025, and replaced the restroom sink on January 23. While the issue initially appeared resolved, both sinks have again started backing up.

As of April 6, 2025, I began noticing slow drainage. As of today, April 14, the water is no longer draining properly and appears to be backing up between both sinks. I attempted to resolve the issue using a plunger, but it was not successful.

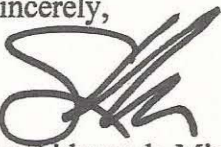
When you visited recently, you mentioned that a plumber would be necessary but stated that I would be responsible for the cost. I must respectfully clarify that this is not accurate under California law.

Pursuant to *Civil Code* § 1941.1, landlords are required to maintain plumbing in good working order. Furthermore, *Civil Code* § 1942.1 prohibits landlords from waiving or transferring that duty to tenants. This legal obligation is reinforced by case law, including *Green v. Superior Court* (1974) 10 Cal.3d 616, which affirmed the landlord's duty to provide a habitable residence, and *Knight v. Hallsthammar* (1981) 29 Cal.3d 46, which held that this duty cannot be waived.

Given the continuing drainage issue, I request that you promptly schedule a licensed plumber to inspect and repair the plumbing at your expense, as required by law. Please let me know when this will occur.

Thank you for your prompt attention to this matter.

Sincerely,



Satchidananda Mims

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

15 April 2025

Re: Sink Clog and repair responsibility

Dear Mr. Mims,

Concerning your request citing civil code for the landlord to maintain the plumbing in good working order, it is, and I have. However, if a plumbing problem is directly caused by a tenant's negligence or intentional actions the tenant is responsible for the repairs. You cited ccc 1941.1 stating that "plumbing and gas facilities are maintained in good working order." There is no disagreement with this part of the code. The plumbing in your apartment was operational and has been for years.

The issue at hand is that you are required by CCC 1941.2(a) "No duty on the part of the landlord to repair a dilapidation shall arise under Section 1941 or 1942 if the tenant is in substantial violation of any of the following affirmative obligations, provided the tenant's violation contributes substantially to the existence of the dilapidation or interferes substantially with the landlord's obligation under Section 1941 to effect the necessary repairs:"

1941.2(a)(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

In this case, it is the tenant's responsibility whether accidentally or intentionally to not repeatedly plug the drains by putting unacceptable material down the garbage disposal. Unacceptable material includes grease, onion peels, or any other item that would plug the drain. In your case, you are the only one that has access to your apartment. Therefore, the drain has been plugged by items you put down the drain from either the bathroom or kitchen.

You cited two cases in your letter, neither of which speak to the situation of when a tenant's intentionally or accidentally cause the problem like this situation we have now. This is more accurately covered by CCC 1941.2

You previously complained of the same problem in Jan 2025. At that time, we unplugged the drain and removed onion peelings from the drain and may have been the cause of the clog. The plumbing apparently worked fine until now. At the time of cleaning the drain, we simultaneously had to run water as we snaked the pipe to clear the system from whatever material caused the clog.

On Saturday March 1, 2025, just before midnight the tenant in apartment B below you complained of her toilet running over. Her toilet overflowed every time you flushed your toilet or ran water. There was a large amount of black residue which I believed to be dirt in her toilet, and I wondered how it got there. This could only come from your apartment's drain line because no other unit in the building is attached to her drain line other than yours.

The plumbers were called, and they thoroughly cleaned the line from her unit to the main sewer line. They ran a camera through the line to confirm that the drain pipe was cleared. The cost for this plumbing service was \$3000.

After giving this considerable thought, I believe something came from your unit that got stuck in the main drain and caused all waste water to back up into her apartment.

We cleared your drain with a snake around January 15, 2025. It's my position that given your past documented history of creating damage to the unit and failing to pay for those damages and considering the fact that you have been in continual litigation with me going on 9-years now, that you are intentionally attempting to harass me and cost me a great deal of money by clogging your drains at this time. I believe your plugged drains are through actions by yourself and would be considered improper use of drain plumbing system by the tenant as discussed under CCC 1941.2.

In my view, your actions caused the drain to be plugged. As such, you are required to hire a plumber, allow them into your unit when you can be there and, pay for the work performed since you caused the problem. Please let me know when the plumber will be there, and I will attempt to be there to identify if somehow there is any problem with the plumbing itself.

Also, let me know if you have any questions or have any citations that do show you have the right to repeatedly plug drains in your apartment and request that the landlord pay for those damages for you.

Thanks,


Mike Horejsi
Housing Provider

Mailed 20 May 2025

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

19 May 2025

Re: Plugged Sinks

Dear Mr. Mims,

A plumber responded to your apartment on 15 May 2025. It did not take much time to clear the drains in the kitchen and bathroom.

Whatever was in the drain was dislodged and flowed into the branch line leading to the main drain. This clog in your apartment drain appears to have not dissolved when freed.

On 16 May 2025 the tenant below your apartment complained that her toilet was overflowing when you flushed your toilet. To me this indicates the clog in your pipes did not dissolve and was still interfering with the flow to the main drain. Upon arriving to check her obstruction complaint it was determined that the clog, whatever it was moved through the branch line into the main sewer line. Hopefully the material will move through the main drain line.

On a previous clog we found whole onion peels in the drain pipe. I would recommend you no longer try to run those through or any other vegetable peels through the garbage disposal. A garbage disposal should not be used as a primary source of disposing trash. Rather, it should only be reserved to deal with small bits of plate scrapes after eating in the process of washing dishes. Also, as a reminder no oils or fats should be disposed of down the drain as they can solidify in the pipes can cause future issues. Other common items to avoid putting down your drain include coffee grounds, egg shells, paint, produce stickers, bones, paper products and so on. Lastly, when using the disposal be sure to turn on the water prior to running the disposal and plenty of water during the use of the disposal.

Thanks for your cooperation,


Mike Horejsi
Housing Provider

000184

//

can an unauthorized occupant demand



AI Mode

All

Short videos

Forums

Videos

Images

Shopping

More

Tools

These are results for can an unauthorized **occupant** demand the landlord clean a drain he plugs

Search instead for can an unauthorized occupant demand the landlord clean a drain he plugs

AI Overview

Under most landlord-tenant laws, an unauthorized occupant does not have the legal standing to demand the landlord clean a drain, even if they plugged it themselves, because they are not a party to the lease agreement and thus have no direct contractual relationship with the landlord.

Here's why:

- **No Direct Contract:** An unauthorized occupant, by definition, is not on the lease agreement and has not entered into a formal contract with the landlord.
- **Limited Rights:** Occupants typically have fewer legal rights and protections compared to tenants, as they are not legally bound by the lease.
- **Tenant's Responsibility:** The tenant, who has signed the lease, is generally responsible for ensuring the property is used and maintained properly by themselves and their guests, including addressing issues like clogged drains caused by misuse.

Who's responsible for fixing the drain in this situation?

Tenant is primarily responsible: Even if the unauthorized occupant caused the clog, the tenant is ultimately responsible for ensuring the terms of the lease are followed, according to RentSpree. This means the tenant would likely be held

- accountable for the repair costs if the landlord chooses to charge them.
- **Landlord's role (generally):** Landlords are responsible for maintaining the structural integrity of the building, which includes plumbing systems. If the clogged drain is a result of a major plumbing issue (e.g., collapsed pipes, tree roots), then the landlord would likely be responsible for the repair costs. However, if the clog is due to the occupant flushing inappropriate items, this would be considered tenant/occupant misuse and would be the tenant's responsibility.

000185

can an unauthorized occupant require the land X



AI Mode

All

Short videos

Forums

Images

Videos

Shopping

More ▾

Tools ▾

◆ AI Overview

In general, an unauthorized occupant, often called a "squatter" or "trespasser," is unlikely to be able to compel a landlord to make repairs for habitability issues they created. Landlords primarily owe a duty of habitability to legal tenants, and the presence of an unauthorized occupant often voids that duty.

Here's a more detailed explanation:

Landlord's Duty of Habitability:

- Landlords in California have a legal duty to provide a safe and habitable living environment for tenants.
- This includes maintaining the property in good repair, ensuring proper plumbing, electrical, and heating systems, and addressing conditions that affect health and safety.
- This duty typically arises from a lease agreement or a statutory obligation, such as California Civil Code § 1941.1.

Unauthorized Occupant and Habitability:

- An unauthorized occupant is someone living in a rental unit without the landlord's permission or a valid lease.
- Their presence often negates the landlord's duty of habitability because they are not recognized as legal tenants.
- If the unauthorized occupant damages the property, the landlord is generally not obligated to repair those damages, as they did not create the issue and the occupant is not a tenant.

Exceptions (Limited):

- In very specific situations, a landlord might be obligated to address habitability issues even for an unauthorized occupant, especially if the issue poses an immediate threat to health or safety.



Consequences for Unauthorized Occupants:

- An unauthorized occupant can be evicted without the formal eviction process required for legal tenants.
- They may also face legal action for trespassing or property damage.

In summary: While landlords have a duty to maintain habitable conditions for legal tenants, unauthorized occupants generally cannot force a landlord to make repairs for issues they created or that arose due to their illegal presence. California law indicates that the landlord's duty is tied to the legal tenancy, not to unauthorized individuals.

Landlord-Tenant Issues | State of California - Department of Justice

Housing Conditions (Civil Code § 1941.1.) Even if tenants knew that their unit was not up to these standards when they moved in, i...

State of California - Department of Justice (.gov)

Tenants Right To Repair | Tobener Ravenscroft LLP

Tobener Ravenscroft



Know Your Rights Habitability English

You have a right to ask your landlord to repair any unsafe or unhealthy conditions. Request repairs in writing, such as by text me...

California Department of Justice

Show all

Dive deeper in AI Mode

AI responses may include mistakes. [Learn more](#)



Drain Pipe 3264 39th Ave #D 25 MAR
Connection to sewer branch line
2025

Kitchen
and
Bathroom

106 and
107A

Carl H. Starrett II
Parker Stanbury LLP
444 South Flower St. 19th Fl.
Los Angeles, CA 90071

29 April 2025

Re: Plumbing Deficiencies and Habitability letter response
Your file No.: CA-3ZK-BNA

Dear Mr. Starrett,

In your letter of 23 April 2025, you refer to Mr. Mims as a tenant. I would assume a legal professional like yourself, in order not to commit malpractice, would have obtained a copy of a rental agreement to rent the property and verify that he has full tenant's rights. None exist, Mr. Mims has never had a rental agreement nor my permission as the owner to remain in the unit once the actual tenant passed away.

It is my understanding that State and local law, OMC 8.22 defines a tenant as a person who has legal right to use or occupy a covered rental unit either through written or oral agreement. Mr. Mims is not a part to either agreement.

Mr. Mims is by legal definition an unauthorized occupant. He has been permitted to stay on the property due to his continuous, on-going, litigation efforts against me over the last 9+ years. His most recent litigation efforts have now been settled by an appellate review again denying his claims. His deceased mother is the legal tenant.

Mr. Mims has no rights afforded by the rental agreement because he is not on it. He is an unauthorized occupant that resides in the property "as-is" for their stay. They have no standing to request any repairs or changes to the unit.

The occupant has no right to repair and deduct the cost of unclogging a drain he clogged. He further has no standing as a tenant.

Thank you,



Mike Horejsi
Housing Provider

PROPERTY OWNER'S RESPONSE TO OCCUPANT'S SUPPLEMENTAL RESPONSE TO
LANDLORD'S ANSWER TO LANDLORD'S ANSWER TO PETITION (T25-0117} Mims v.
Horejsi

I. INTRODUCTION

Occupant's responses are a prolix mash of confusing and irrelevant diatribes and make little or no sense. The majority of citations he sites provide no support or context for what he is trying to establish. Several of his claims warrant a response.

II. STATEMENT OF FACTS

1. Occupant is a vexatious litigant.

Occupant does not claim he is not a vexatious litigant only that he has not been declared as such by any Court, and he has a right to proceed in this behavior, in this case and in T25-0059 by attempting to relitigate, without merit, is well beyond the jurisdiction of the RAP. See Exhibit 1

2. 60 Day Notice to Vacate was not retaliatory (Misstatement of Facts)

A. CCC section 1942.5 permits Landlord actions concerning:

- a. Rent increases, which affected all tenants;
- b. Actions based on valid lease violations; and
- c. Predetermined actions (completion of civil lawsuit).

RECEIVED

SEP - 4 2025

OAKLAND RENT
ADJUSTMENT PROGRAM

3. Tenant status (Misstatement of facts)

- a. The Housing Provider determines the status of the occupants, and ~~then~~ the courts.
- b. He provides no authority, that RAP Rules make him a legal tenant.
- c. The cases he cited do NOT suggest an occupant becomes a legal tenant. See Exhibit 2.
- d. Being listed on the Rental Agreement when he was 7 years old does not make him a legal tenant. (He was **not** listed by name; a minor cannot sign a contract)
- e. Being listed as an occupant on an Unlawful Detainer case does not make him a legal tenant. Exhibit 3

4. Rent increase notices are defective. (Misstatement of Facts)

- a. Only one 30 day Notice of Rent Increase was served, dated 21 June 2025.

5. Improperly Banking Rent from 2020-2021. (Misstatement of Facts)

- a. He provided no evidence to support any of his claims.
- b. The Restricted CPI increases were not removed permanently.
- c. A request for banked rent is permitted by the RAP. Exhibit 4

6. Pending Capital Improvement Petition Bars CPI increase (Misinformation)
 - a. An ‘unlawful stacking’ could define occupant’s pleadings.
 - b. Standard annual CPI rent increases with Capital Improvements can be combined. Exhibit 5
7. 6.9% CPI is nonsensical. (Misinformation)
 - a. As previously stated, there was only one rent increase given on June 21, 2025.
 - b. Occupant confirmed the rent increase and seems to understand the process.
 - c. He agrees that the amount and method complies with RAP Rules and should be Awarded. Exhibit 6
 - d. Occupant did not provide complete Notice with his filing.
 - e. The rent increases claimed are permitted by RAP Rules.
8. Landlord’s Refusal to make legally required Repairs (Misstatement of Facts)
 - a. Complaints were made in Jan 2025 and then in April 2025 – not **between** Jan and April 2025. Again, a bad faith inaccurate statement. See Exhibit 9, letter dated April 14, 2025 – exhibit to Original Response.
 - b. Property owner did respond to occupant’s request with a letter dated April 15, 2025. Exhibit 10 to Original Response to Occupant.
 - c. He was informed that I was not going to clear the drain. Exhibit 7
 - d. Occupant did not hire the plumber on April 17, 2025. (Misstatement of Facts) He was retained on May 15, 2025 and I was present at that time.
 - e. The person clearing the clog, likely not a licensed plumber, stated “that approximately 10 to 15 feet clogged cleared immediately.” “Did not find anything in the line – seems like normal wear and tear in the pipes, nothing abnormal.” This entry was undoubtedly encouraged by Occupant,
 - f. The person clearing the drain improperly suggested the clog was due to normal wear and tear without specifying what he meant. This is an unsupported claim and should be dismissed by the Hearing Officer. Exhibit 8
 - g. Occupant failed to identify any wear and tear for cause of the clog. He could have requested that a camera be used to identify some obstruction in the pipes – he didn’t because he knew there was none. The facts are that all plumbing pipes are in good condition and operational. The clogging was due to occupant’s actions and use. Exhibits 9 & 10
 - h. The clogged pipes were caused by occupant’s actions – running materials through the garbage disposal that clogged the drains intermittently. I am relieved of my duty to repair occupant damage under CCC 1941 2a. Occupant is required to properly use the plumbing features, including the garbage disposal. A failure to do so is a violation of CCC 1941 2a(3) See Exhibit 11
9. Landlord’s photo is undated, unauthenticated & inconclusive. (Misstatement)

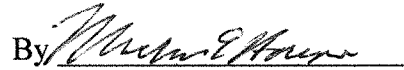
This is another bad faith conclusion. The photo listed as Exhibit 14 is in the original Response, is fully identifiable and shows that the pipes were not damaged from his internal line to the connector with the main drain pipe. The main pipes were weathered. However, Occupant should be aware that the liquid discharges through the pipes, not around the pipes.

10. No valid RAP Notice was served with rent increase.
 - a. OMC 8.22.070(D) requires a notification of the Notice to Tenants of the Residential Rent Adjustment Program. The spirit of the regulation was complied with as required.
 - b. Housing Provider was unaware of the change of the notification.
 - c. The new form does not cover the COVID rent freeze 2020-2024 as stated.
 - d. There is not a 2022 change reducing CPI banking from 10 to 5 years as stated. The change goes into effect in January 2026.
 - e. Occupant was not handicapped by not receiving the updated copy; all requirements concerning business taxes and tenant registration were complied with.
 - f. Occupant was not prejudiced in any manner by not receiving the most current notification.
11. Landlord later demanded payments for a repair he refused to perform. (Misstatement of Facts).
 - a. Although not reported by occupant, there was another incident on March 1, 2025 of a plugged drain, believed to be caused by him deliberately introducing what appeared to be coffee grounds being flushed down his drain. See letter dated April 15, 2025, Exhibit 10 in Original Response.
 - b. At that time, it was concluded that Occupant was attempting to plug the main sewer line in retaliation for losing his recent legal appeals and to otherwise harass and inconvenience other tenants.
 - c. At that time, I decided to bill him for the Jan 2025 clog of sink drain. This notice was prepared on April 20, 2025, long before he had his drain cleared and paid for on May 15, 2025.
 - d. It was also at that time I decided it was necessary to terminate his occupancy because he was a nuisance to other tenants in the building by intentionally attempting to clog the sewer lines. The Notice to Vacate was served on April 21, 2025. See Exhibit 1 to Original Response.
 - e. The charge for clearing his drain was clearly listed on his Rental Receipt, was clearly listed as for Jan 14, 2025 charges. This was added to another list to which he has yet to pay/reimburse. Exhibit 12.

III. SUMMARY

1. Occupant's Petition should be denied because it is rife with Misstatement of Facts and Misrepresentation of the law, including RAP Rules. This is the epitamy of bad faith filings. He should be barred from filing any documents w/RAP until prior review for legitimacy. In his last Court case, the Judge stated that he should be required to post his rent with the RAP Rental Adjustment Program.
2. His claims for reduction in hiring services should be denied because he intentionally created the problem with his plumbing.
3. Occupant should not be reimbursed for his cost of clearing a drain that he intentionally clogged. It should also be noted that he has not had any drain problems since May 15, 2025. He also misstated when he hired the plumber (by an entire month), which shows bad faith and misstatement of facts.
4. The request for property owner's rent increase should be approved because it is proper and is allowed by RAP Rules.
5. It is doubtful the RAP has the authority to make a ruling as to the occupant's status beyond concurring that he is not a party to the original Rental Agreement.

Respectfully submitted,

By 

Michael E. Horejsi

Respondent/Landlord/Housing Provider

List of Exhibits (13 pgs, plus document = 17 total pgs)

1. Vexatious Litigant
2. Lawful Tenant
3. Unauthorized Occupant
4. Banking CPI
5. CPI/Capital Improvements
6. Banked Rent
7. Occupant Damages
8. Wear and Tear
9. Wear and Tear
10. Clogged sinks
11. CCC 1941.2(a)(3)
12. Rent Receipt Aug 2025 – 2 pages

RECEIVED

PROOF OF SERVICE BY MAIL

SEP - 4 2025

OAKLAND RENT
ADJUSTMENT PROGRAM

The undersigned declares:

I am a citizen of the United States of America, over the age of eighteen years. My mailing address is P.O. Box 2883, Castro Valley, CA 94546.

On Sept. 1, 2025, I served the attached *Property owners Response to occupants Supplemental response to landlords answers to Petition*

on the parties in this action by placing a true and correct copy thereof, in a sealed envelope with first class postage fully prepaid, in the United States mail at Castro Valley, California, addressed as follows:

Satchidananda Mims
P.O. Box 19304
Oakland, CA 94619

*City of Oakland
Rent adjustment program
250 Frank H. Ogawa Plaza Surt 5313
Oakland, Ca - 94612-0243*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this 1st day of Sept. 2025 at Castro Valley, CA.



Michael E. Horejsi

000194

PROOF OF SERVICE BY MAIL

The undersigned declares:

I am a citizen of the United States of America, over the age of eighteen years. My mailing address is P.O. Box 2883, Castro Valley, CA 94546.

On Sept. 1, 2025, I served the attached *Property owners Response to occupants Supplemental response to landlords answers to Petition*

on the parties in this action by placing a true and correct copy thereof, in a sealed envelope with first class postage fully prepaid, in the United States mail at Castro Valley, California, addressed as follows:

Satchidananda Mims
P.O. Box 19304
Oakland, CA 94619

*City of Oakland
Rent adjustment program
250 Frank H. Ogawa Plaza Srd 5313
Oakland, Ca - 94612-0243*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this 1st day of Sept. 2025 at Castro Valley, CA.



Michael E. Horejsi



AI Mode

All

Images

Videos

News

Short videos

Forums

More ▾

Tools ▾

✦ AI Overview

A vexatious litigant is a person who uses the court system to harass others by repeatedly filing lawsuits or other legal actions that lack merit, are intended to cause unnecessary delay or expense, or are a misuse of the legal process. In landlord-tenant disputes, either a tenant or a landlord can be declared a vexatious litigant if they persistently file frivolous complaints, motions, or lawsuits to harass the other party. When a person is declared a vexatious litigant, they may be required to obtain special permission from a court before filing any new actions, and they might also be ordered to pay the costs of the frivolous proceedings. ⓘ

Characteristics of a Vexatious Litigant

- **Repetitive lawsuits:** Filing multiple lawsuits, even on similar grounds, without a valid basis. ⓘ
- **Lack of merit:** Pursuing legal actions that have little to no legal foundation. ⓘ
- **Harassment and delay:** Using the legal system to bother, delay, or exhaust an opponent rather than to resolve a genuine dispute. ⓘ
- **Frivolous tactics:** Engaging in unnecessary discovery, filing unmeritorious motions, or other tactics designed to prolong proceedings. ⓘ

How it Applies in Landlord-Tenant Situations

Tenant:

A tenant might be a vexatious litigant if they repeatedly file complaints against their landlord for minor or exaggerated issues, just to cause trouble or extract a settlement. ⓘ

Landlord:

A landlord could be a vexatious litigant by repeatedly suing a tenant for the same or similar issues after losing the case, or by initiating numerous lawsuits with flimsy evidence. ⓘ

Consequences of Being Declared a Vexatious Litigant

1

is an occupant a lawfull tenant under the



AI Mode

All

News

Images

Short videos

Videos

Shopping

More ▾

Tools ▾

These are results for **is an occupant a *lawful* tenant under the oakland Rent adjustment ordinance**

Search instead for **is an occupant a lawfull tenant under the oakland Rent adjustment ordinance**

◆ AI Overview



Yes, an occupant may be considered a lawful tenant under the Oakland Rent Adjustment Ordinance if they meet the definition of a tenant, such as being listed on the original lease or being added as a tenant with the landlord's knowledge. The Ordinance defines a tenant as any occupant listed on the lease plus any additional occupants defined under the law. However, to determine if an occupant is a tenant, you must confirm the unit is covered by the Rent Adjustment Ordinance, which generally applies to units in buildings with an occupancy certificate issued before 1983, and that the occupant was added according to the regulations. ⓘ

Key Considerations

Definition of a Tenant:

A tenant includes occupants on the original lease and potentially others added to the tenancy under the ordinance's provisions. ⓘ

Occupancy:

An occupant is considered a lawful tenant if they are an additional occupant (spouse, child, registered domestic partner, legal guardian, or caretaker for a disability). ⓘ

Landlord's Knowledge and Consent:

The landlord must have had knowledge of the additional occupant or given their consent for the occupant to be recognized as a tenant. ⓘ

Unit Coverage:

The ordinance applies to units covered by the Rent Adjustment Ordinance (RAP). ⓘ

Just Cause for Eviction:

Units covered under the RAP are also subject to the Just Cause for Eviction Ordinance, providing protection against eviction without a proper cause. ⓘ

2

what are the legal rights of an unauthori: X



AI Mode

All

Images

News

Short videos

Videos

Shopping

More ▾

Tools ▾

AI Overview



An unauthorized occupant generally has very few legal rights and does not have the protection of a lease agreement, but they do have rights to be free from illegal evictions, such as lock changes or utility shutoffs. However, their status as an unauthorized resident makes them vulnerable to eviction and makes it difficult for them to be held accountable for property damage or rent. Landlords must follow the proper legal process to remove an unauthorized occupant, which typically involves serving an eviction notice and potentially filing a court case. [↗](#)

Why an Unauthorized Occupant Has Limited Rights

No Lease Agreement:

Unauthorized occupants are not parties to the lease, so they are not bound by its terms nor do they have the legal right to stay on the property. [↗](#)

No Obligation to Pay Rent:

Since they are not on the lease, they are not legally obligated to pay rent to the landlord. [↗](#)

Difficulty Holding Them Accountable:

It can be difficult for a landlord to hold an unauthorized occupant responsible for damages or unpaid rent because of their lack of legal relationship to the property. [↗](#)

Unauthorized Occupants Still Have Some Protections

Protection from Self-Help Evictions:

Landlords cannot legally change the locks, shut off utilities, or remove a person's personal belongings to force them out of the property. These actions are considered illegal "self-help" evictions and can lead to legal consequences for the landlord. [↗](#)

Due Process:

Landlords must follow the legal process for eviction, which usually involves providing the occupant with an official eviction notice and potentially going to court to obtain a court order for eviction. [↗](#)

3

— were the banked cpi rent banded by the



AI Mode

All

News

Images

Short videos

Forums

Shopping

More ▾

Tools ▾

Did you mean: were the banked cpi rent **banned** by the Oakland rent adjustment program increases for 2020 and 2021 permanently

◆ AI Overview



No, the banking of CPI-based rent increases that was suspended during the pandemic in 2020 and 2021 by the Oakland Rent Adjustment Program (RAP) was not permanently removed. While the increases were not allowed during the moratorium, landlords became able to collect those banked increases again after the moratorium ended. 

Here is a summary of the key information:

- **Moratorium on increases:** In response to the COVID-19 pandemic, Oakland instituted an emergency moratorium on rent increases in March 2020. This temporarily prohibited landlords from implementing both annual CPI-based increases and banked increases for units covered by the RAP.
- **Moratorium lifted:** The moratorium on rent increases was officially lifted as of June 30, 2024.
- **Banked increases reinstated:** Once the moratorium ended, property owners could once again collect on banked rent increases, along with any currently allowable increases.
- **Banking limitations:** While banked increases are allowed, they are subject to limitations. For example, a banked increase cannot be applied more than 10 years after it accrued. For banked increases served after August 1, 2024, the total rent increase cannot exceed three times the allowable CPI increase for that year.
- **Other restrictions:** New rules affecting banked rent increases were set to take effect in 2025 and 2026. This includes limiting banked rent increases to five years and prohibiting them from being transferred during a property sale, with some exceptions. 

4

can a landlord in oakland issue an annual cpi rent increase and an increase for capital improvement

AI Mode All News Short videos Images Forums Shopping More

Tools

AI Overview

Yes, a landlord in Oakland can combine a standard annual CPI rent increase with a capital improvement rent increase, but the landlord must file a petition and receive approval from the Oakland Rent Adjustment Program (RAP) for the capital improvement portion of the increase. An annual CPI increase does not require a petition, but any rent increase above the standard CPI amount for reasons like capital improvements must be approved by the RAP before being implemented.

Show more



City of Oakland (.gov)

<https://www.oaklandca.gov> › For-Landlords › Learn-M...

Learn More About Allowable Rent Increases

The **Oakland Rent Adjustment Ordinance** allows an **annual rent increase** based on the regional **Consumer Price Index (CPI)**.

Discussions and forums

Landlord using "banked" rent increases on rent controlled house with ...

Reddit · r/oakland · 30+ comments · 9 months ago

Yes. Doesn't excuse the other issues, but rent control increases can be deferred up to 10 years. ... [More >](#)

Top answer · 19 votes · 9...

As I understand it (not a lawyer, definitely not your lawyer), you have two separate issues. ... [More >](#)

17 votes · 9 months ago

I would recommend calling the Oakland Tenants Union- they are super helpful in telling you ... [More >](#)

8 votes · 9 months ago

Rent Adjustment Program for Landlords question - Oakland

Reddit · r/oakland · 10+ comments · 5 months ago

My landlord did not inform me of Oakland California's Tenant Protection ...

JustAnswer · 1 answer · 10 years ago

See more >

X



Tools ▾

Search instead for [What are the oaland Rent Adjustment rulings for calculating banked rent](#)

Show more 

<https://www.oaklandca.gov> › For-Landlords › Learn-M...

Missing: ~~rulings~~ | Show results with: **rulings**

6

✓

Can an occupant, not the tenant, intentic



AI Mode

All

Images

Short videos

Shopping

Forums

Web

More ▾

Tools ▾

Did you mean: Can an occupant, not the tenant, intentionally or *unattentive* cause a blockage of the drain pipes from the garbage *disposal* and demand the the landlord calls a plumber at his cost.

◆ AI Overview



No, an occupant or guest cannot demand that the landlord pay for repairs when they are responsible for causing the damage. The tenant is legally responsible for any damage to the property caused by themselves or their guests, whether intentional or accidental. The landlord can hold the tenant financially liable for the cost of the plumber and the repair.

Key legal principles

- **Tenant liability for guest actions:** Under landlord-tenant law, a tenant is responsible for the actions of their guests. When a guest causes damage, the tenant on the lease is held liable for the repair costs.
- **Tenant responsibility for misuse:** Tenants and their guests are expected to use all fixtures, including garbage disposals and plumbing, correctly. Flushing improper items or causing a blockage through negligence is considered misuse, not normal wear and tear.
- **Landlord's obligation for habitability:** A landlord's duty to provide a habitable living space requires them to maintain functional plumbing. However, this duty does not apply to repairs needed because of the tenant's (or their guest's) negligence. In such cases, the tenant is responsible for the costs.
- **Billing and security deposits:** The landlord can pay for the repair to ensure it is done correctly and then charge the tenant for the cost. If the tenant refuses to pay, the landlord can deduct the cost from their security deposit when they move out.

What happens next?

1. **Plumber determines the cause:** When the plumber arrives, their assessment will determine if the blockage was caused by misuse or a pre-existing problem with the

7

can a plumber declare wear and tear as



AI Mode

All

Short videos

Images

Forums

Videos

Shopping

More ▾

Tools ▾

Did you mean: can a plumber declare wear and tear as the cause of **clogged** disposal drain without evidence

★ AI Overview

A plumber should not declare wear and tear as the cause of a clogged disposal drain without evidence, especially if it's the sole justification. While a plumber's professional opinion carries weight, ethical practice and consumer protection laws require providing proper support for their diagnosis.

Why unsupported claims are problematic

- **A plumber is an expert witness.** In a dispute, particularly between a tenant and a landlord, a plumber's invoice or assessment serves as evidence. An unsubstantiated claim of "wear and tear" is difficult to prove and is often used to wrongfully deny coverage for a legitimate repair.
- **Wear and tear isn't the most common cause.** Clogs are most frequently caused by improper use, such as putting grease, starchy foods, or hard objects down the drain. While an old or dull disposal unit can contribute, a clear blockage is almost always due to user habits.
- **Evidence of the cause is usually obtainable.** Plumbers can use a variety of diagnostic methods to find the cause of a clog, and a written report or photo is the standard. An ethical plumber will perform a proper inspection and provide details, such as:
 - What objects or substances were found in the P-trap or drain.
 - Signs of specific material accumulation (e.g., grease, fibrous foods).
 - A video from a drain snake camera showing the blockage in the pipe.

Your rights and recourse as a consumer

If a plumber provides an invoice or report that simply cites "wear and tear" without any supporting details, you have the right to request a more specific diagnosis.

Does fair wear and tear apply to plumbing pipe



AI Mode

All

Images

Videos

Short videos

Forums

Shopping

More ▾

Tools ▾

◆ AI Overview

Yes, normal wear and tear applies to plumbing pipes in rental properties. Landlords are generally responsible for repairs to plumbing that result from normal aging and use, while tenants are typically responsible for damage caused by misuse or negligence. ⓘ

**Here's a more detailed explanation:****Normal Wear and Tear:**

This refers to the gradual deterioration of plumbing fixtures and pipes due to regular use over time. Examples include minor leaks from fittings, worn-out washers, or the natural aging of pipes. ⓘ

Landlord's Responsibility:

Landlords are typically obligated to maintain the plumbing system in good working order and to make necessary repairs due to normal wear and tear. ⓘ

Tenant's Responsibility:

Tenants are usually responsible for repairs if they cause damage to the plumbing through negligence, misuse, or intentional actions. Examples include clogged drains due to improper disposal of items, or damage from tenant modifications without permission. ⓘ

Examples:

- A slow leak from an old faucet would likely be considered normal wear and tear, and the landlord's responsibility. ⓘ
- A burst pipe caused by freezing temperatures due to lack of proper insulation would also be the landlord's responsibility. ⓘ
- A clogged drain due to excessive hair or grease being flushed down the sink would likely be the tenant's responsibility. ⓘ

Legal Considerations:

can a landlord refuse to repair clogged s



AI Mode

All

Short videos

Forums

Videos

Images

News

More ▾

Tools ▾



AI Overview



In California, a landlord can refuse to pay for a clogged sink repair only if the tenant's misuse or negligence caused the clog. For clogs due to normal wear and tear or structural issues, the landlord is legally required to make the repairs to ensure the unit is habitable.

Landlord responsibilities

Under California law, landlords must ensure the plumbing system is in good working order and a rental unit is "habitable". This includes functional plumbing, drains, and hot and cold running water.

The landlord is responsible for:

- **Normal wear and tear:** Over time, hair, soap scum, and other materials can accumulate and cause clogs from normal use. In this case, the landlord is responsible for paying to clear the blockage.
- **External issues:** Problems originating from the building's infrastructure, such as tree roots invading the plumbing system, are the landlord's responsibility.

Tenant responsibilities

A tenant is responsible for keeping their unit clean and sanitary and using all fixtures properly. If a tenant or their guest's actions directly cause a plumbing issue, the tenant is responsible for the repair costs.

Tenant negligence includes:

- Flushing non-flushable items down the toilet, such as sanitary products or toys.
- Pouring grease or food debris down the kitchen sink.
- Significant, excessive, or deliberate actions that clog the drain, which could be billed by the landlord.

10

is clogging a drain a violation of ccc1941 2



AI Mode

All

Videos

Images

Short videos

Forums

Shopping

More ▾

Tools ▾

★ AI Overview



Yes, a tenant clogging a drain through improper use can be a violation of California Civil Code § 1941.2(a)(3).

Here is a breakdown of the law and tenant responsibilities in this scenario:

California Civil Code § 1941.2(a)(3)

This section of the code outlines a tenant's specific duties concerning the use of the property. Under this rule, a tenant is required "to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits". Clogging a drain through improper use, such as flushing sanitary products or rinsing large amounts of debris down the sink, is a breach of this duty.

Landlord vs. tenant responsibility

In California, the law is clear on distinguishing between who is responsible for plumbing issues.

- **Landlord responsibility:** A landlord is responsible for fixing clogs caused by "normal wear and tear" or old, faulty plumbing. This is part of the landlord's obligation to provide a habitable living space.
- **Tenant responsibility:** If a clog is caused by the tenant's negligence or misuse, the tenant is financially responsible for the repair costs. The landlord can deduct the cost of repairs from the tenant's security deposit or bill them for the service.

What happens if a tenant is responsible for a clog?

If a landlord can prove a clog was caused by the tenant's negligence, the landlord is no longer obligated to pay for the repair under their duty of habitability. In fact, the tenant's violation of § 1941.2 can be used as a defense by the landlord if the tenant makes a "warranty of habitability" claim.

8/5/25
Date

Pay to the
Order of

Michael Horejsi

\$ 1194.00

one thousand one hundred ninety four

Dollars



Photo
Safe
Deposit
©

Golden1

golden1.com

Credit Union

3764 37th Apt D
For Base rent only - 4-CP increase to new

Please
provide
receipt

RAP
Under

[Signature]

10321175

1129

Received Check # 129 for the amount of \$ 1194.00 on 5 August 2025.

Legitimate overdue requirements, Deposit increase of \$1300.00 and, renters insurance. Notice issued on Feb. 21, 2019; Due on April 1, 2019. Per settlement agreement case RG20-05253. Not Paid.

		<u>Delinquent</u>	<u>Paid</u>
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.00	4 May 2022
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017.	\$1385.04	full amount
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018.	\$2209.92	32 months late
	Total Delinquent rent as of Sept. 30, 2019:	\$3948.00	\$3948.00

Credit for bankruptcy dismissal of \$4,365.00 credited to November 2024 rent receipt.

Other related housing charges or damages not paid:

- 1.) Tenant damage: 21 April 2002, missing shower doors, damage to tub. \$1275.00, not paid.
- 2.) Tenant damage: 14 Jan 2017, Holes in window screens, damage to tub. \$1000.00, not paid.
- 3.) Tenant damage: 21 Oct 2017, Damage to range and counter top. \$2080.00, not paid.
- 4.) Tenant damage: 4 Nov 2017, Damage to range, used to heat kitchen. \$81.39, not paid.
- 5.) Tenant violation: 11 Nov 2017, CCC 1941.2a, failure to perform tenant duties. \$0.00, unknown.
- 6.) Tenant damage: 7 Feb 2018, fire in range, cooking with door ajar. \$243.46, not paid.
- 7.) Tenant damage: 7 Feb 2018, wire debris in garbage disposal. \$50.00, not paid.
- 8.) Tenant damage: 1 Sept 2018, Barbecue in exit doorway, smoke cleanup. \$100.00, not paid.
- 9.) Tenant damage: 29 Sept 2018, overfilled garbage container. \$136.00, not paid.
- 10.) Tenant damage: 15 Jan 2019, Electrical outlet had wiring reversed polarity. \$100.00, not paid.

Continued page 2...

- 11.) Tenant damage: 12 Oct 2019, Water damage to bathroom door, refinish. \$100.00, not paid.
- 12.) Tenant damage: 21 Mar 2020, Range had wire removed from burner switch. \$100.00, not paid.
- 13.) Tenant damage: 21 Mar 2020, Wall heater had loose wire in control. \$100.00, not paid.
- 14.) Tenant damage: 16 Apr 2021, replaced disposal, wire stuck inside. \$150.00, not paid.
- 15.) Tenant damage: 3 May 2021, Water over flow to lower Apt. #B. \$450.00, not paid.
- 16.) Tenant damage: 6 Jan 2023, Repair of stucco outside shower window. \$1250.00, not paid.
- 17.) Tenant damage: 5 Dec 2023, Replace damaged toilet, broken lid. \$350.00, not paid.
- 18.) Tenant damage: 14 Jan 2025, plugged sink, kitchen, and bathroom. \$250.00, not paid.

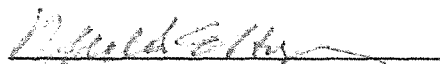
As policy the landlord can legally deduct a late fee from a rent payment before applying the remaining portion to the outstanding rent. The amount paid for late fees are split evenly between interest and cost of collection and other administrative requirements double. CCC 1671.

Prior Delinquent rent & fees: 950 w/o Damages Date: Aug 2025

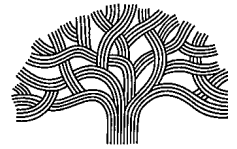
Rent Due: 1194⁰⁰ + 950⁰⁰ minus parking fee of \$25.00 N/A

Late charges: 50⁰⁰ Total Due: 1194 + 950⁰⁰ = 2144⁰⁰

Total paid: 1194⁰⁰ Delinquent rent commencing: 1 Sep 2025: \$ 1000⁰⁰
Date


Michael Horejsi, Owner

12-2



ORDER OF DISMISSAL

CASE NUMBER: T25-0117

CASE NAME: Mims v. Horejsi

PROPERTY ADDRESS: 3764 39th Avenue, Unit D
Oakland, CA

PARTIES: Satchidananda Mims, Tenant
Michael Horejsi, Owner

SUMMARY

The Tenant's Petition is dismissed.

BACKGROUND

On July 15, 2025, a Notice of Remote Remand Hearing and Settlement Conference was served by mail to the tenant and the listed owner with proof of service, setting the hearing date for September 10, 2025. On August 11, 2025, the parties were electronically served the Zoom Invitation for a RAP Remote Hearing having consented to electronic service. The hearing came on regularly on September 10, 2025, at 10:00 a.m., as scheduled. The Petitioner initially appeared and was participating in the Remote Settlement conference. The Petitioner left the hearing, without explanation at 10:11. The hearing continued without the Petitioner's appearance until 10:30 am. When the Petitioner did not contact the office, or rejoin the at 10:30 am the matter was dismissed. The Respondent did appear.

DISMISSAL

The Hearing Officer waited until 10:30 a.m. for the Petitioner to re-appear. The petitioner did not contact the office or submit any written request for postponement, or notify of any issues that preventing them from re-joining the hearing. The Petition is dismissed because the petitioner failed to return to the hearing.

Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day. The date 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: 10 September 2025

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number: T25-0117
Case Name: Mims v. Horejsi

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

Order of Dismissal

Owner

Michael Horejsi
5326 Willow Glen Place
Castro Valley, CA 94546

Owner

Michael Horejsi
P.O. Box 2883
Castro Valley, CA 94546

Tenant

Satchidananda Mims
3764 39th Avenue Unit D
Oakland, CA 94619

Tenant

Satchidananda Mims
P. O. Box 19304
Oakland, CA 94619

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 11, 2025** in Oakland, California.



Brittnei Jackson
Oakland Rent Adjustment Program

Key Appeal Points Summary – Cover Page (Not an Exhibit)

Issue	Summary of Key Point
Due Process Denied	RAP dismissed my petition claiming I 'left without explanation.' Exhibits B1–B4 prove I emailed RAP during the hearing window explaining the Zoom crash. OMC § 8.22.110 requires a fair chance to be heard; I was denied this.
Defective Rent Increase Notice	Landlord used a 2014 RAP Notice, not the current form. OMC § 8.22.070(H)(4) requires use of the current form, and (H)(6) says failure invalidates the increase.
Banked Rent Defects	RAP Reg. § 10.1 requires disclosure of CPI %, lawful ceiling, and amounts taken/remaining. Landlord's notice omitted all of these details, making it defective and unverifiable.
Reduced Services (Plumbing)	Exhibits J–N show I paid \$409.32 for a repair the landlord was obligated to perform, then was billed \$250 more. Civil Code § 1941.1 and OMC § 8.22.090(A)(2) make this an unlawful reduction of services.



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

APPEAL

Appellant's Name Satchidananda Mims		☐ Owner ☒ Tenant	
Property Address (Include Unit Number) 3764 39th Ave. Apt D, Oakland, CA 94619			
Appellant's Mailing Address (For receipt of notices) P.O. Box 19304, Oakland, CA 94619		Case Number T25-0117	
		Date of Decision appealed September 11, 2025 (from the dismissal order)	
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

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

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

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

I served a copy of: **Tenant Appeal** (insert name of document served)

☒ And Additional Documents

and (write number of attached pages) 28 attached pages (not counting the Appeal Form or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- ☒ a. 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. 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.

Name	Michael E. Horejsi
Address	P.O. Box 2883
City, State Zip	Castro Valley, CA 94546
Email Address	mhorejsi@aol.com
Name	
Address	
City, State Zip	

Email Address	
----------------------	--

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 9/24/25 (insert date served).

Satchidananda Mims

PRINT YOUR NAME

SIGNATURE

9/24/2025

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 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.

Attachment 1 – Appeal Narrative

Case No.: T25-0117 **Appellant:** Satchidananda Mims **Property Address:** 3764 39th Avenue, Unit D, Oakland, CA 94619

Ground (f) – Denied sufficient opportunity to present my claim

I appeared and began participating in the September 10, 2025, hearing on my tenant petition. At approximately 10:11 a.m., my computer crashed, disconnecting me from Zoom. Within minutes, at 10:39 a.m., I emailed RAP: *"I had a problem during the hearing and tried to reconnect but couldn't. What should I do? It states the hearing has ended."* (Exh. B1). RAP replied at 10:58 a.m. that the hearing had concluded at 10:30 a.m. (Exh. B2). I immediately clarified at 11:13 a.m. that my "computer system crashed and I couldn't reconnect" (Exh. B3), which RAP acknowledged at 11:52 a.m. (Exh. B4).

The dismissal order (Exh. A) states I "left without explanation" and "did not contact the office." The record shows the opposite: I contacted RAP during the hearing window, explained the technical failure, and requested guidance to rejoin.

I was also prepared to present my plumbing/reduced-services claim under OMC § 8.22.090(A)(2), based on chronic plumbing failures in my kitchen and bathroom sinks from January through May 2025. My evidence includes repair requests (Exh. J), the landlord's written refusals (Exh. K), a licensed plumber's invoice confirming the clog was normal wear and tear (Exh. L), proof of my \$409.32 payment (Exh. M), and the landlord's \$250 charge for the same repair (Exh. N). Because the hearing ended abruptly after my disconnection, I was denied the opportunity to present this evidence.

Under OMC §§ 8.22.110 and 8.22.120, I was denied a sufficient opportunity to present my claims.

Ground (a) – Decision inconsistent with OMC Chapter 8.22

My petition also challenges the landlord's reliance on a 2014 RAP notice (Exh. C) to justify a 2025 rent increase. OMC § 8.22.070(H)(2) requires the CPI "for that year" and a current business tax certificate; § 8.22.070(H)(4) requires the form prescribed by RAP, which now includes multilingual headings, updated petition rights, and smoking policy disclosures; § 8.22.070(H)(6) states that failure to provide the required notice "invalidates the rent increase"; and § 8.22.065(A) makes non-compliant increases "void and unenforceable."

A 2014 notice cannot meet these requirements in 2025. The landlord's answer does not claim the notice was current or compliant. The current RAP notice template (Exh. D) and my side-by-side defects chart (Exh. E) show the missing elements. My rent ledger (Exh. F) and June 21, 2025, "Change of Terms" notice (Exh. G) confirm reliance on the outdated form.

The landlord's own filings concede that no current RAP Notice was served with the 2025 rent increase, arguing only that 'the spirit' of the rule was met and that they were 'unaware' of updated requirements. The ordinance does not recognize substantial-compliance or ignorance defenses; under OMC § 8.22.070(H)(6) and § 8.22.065(A), the failure to serve the current RAP-prescribed notice invalidates the increase."

Banked Rent Disclosure Defect: Landlord's Answer (p. 5) claims use of banked rent from 2020–2021 but fails to state the CPI percentage for that year, the lawful rent ceiling as of August 1, 2020, the amount taken in that year, or the amount remaining. RAP Reg. § 10.1 requires disclosure of the years and amounts used. Without this information, neither the tenant nor the Board can verify the calculation or confirm compliance with the 5-year banking limit effective January 1, 2026. This omission is an independent ground to reject the banked rent claim.

Dismissing my petition without hearing this issue is inconsistent with the ordinance and prevents adjudication of a clear statutory violation.

Relief Requested: For these reasons, I respectfully request that the Board reverse the dismissal and reinstate my petition for a full merits hearing on all claims.

Attachment 2 – Exhibit Index

Exhibit Index – RAP Case T25-0117

Exhibit	Description	Purpose
A Page 1-2	Order of Dismissal (Sept. 11, 2025) – attached in full	Rebuts “left without explanation/did not contact” by contrasting with Exhibit B.
B Page 3-4	Email chain with RAP (10:39 a.m.–11:52 a.m., Sept. 10, 2025) – attached in full	Shows immediate contact during the hearing window after the tech crash; includes RAP’s acknowledgments and timeline confirmations.
C Page 5	2014 RAP Notice served by landlord – excerpt	Shows outdated form relied on for the 2025 increase.
D Page 6	Current RAP Notice template (2025) – excerpt	Demonstrates required elements missing from the 2014 notice.
E Page 7	Side-by-side defects chart – attached in full	Visual comparison of 2014 vs. current requirements under OMC/RAP.
F	Rent Ledger (filed with Tenant Petition; on file with RAP) – reference-only	Maintained by the tenant after the landlord refused to provide an official ledger. It shows rent increases were applied without any corresponding lawful RAP notice. The absence of such notations confirms noncompliance with OMC § 8.22.070(H), which renders the increases invalid.
G Page 8, 5-attach to the back of the Notice	June 21, 2025 “Change of Terms” notice – excerpt	Example of the defective rent increase notice using an outdated form.
H	Tenant Petition (June 2025) – reference-only	Establishes claims filed: unlawful rent increase and reduced services.
I	Petition supplement (stipulation, retaliation, capital improvement info) – reference-only	Context for tenancy status and landlord conduct.
J Page 9-12	April 14 & 15, 2025, repair requests – attached in full	Proof of timely notice of plumbing issues.

K Page 22-25	Landlord refusals/blame letters – attached in full	Shows refusal to repair and shifting responsibility to the tenant.
L Page 14	Albert Nahman Plumbing invoice (\$409.32) – attached in full	Confirms normal wear and tear; tenant paid out of pocket.
M Page 14-15	Proof of payment for plumbing repair – attached in full	Corroborates out-of-pocket expense.
N Page 27	Landlord \$250 charge letter – attached in full	Shows improper billing for the same repair.
O Page 28	Excerpt from Landlord's Addendum and Response (¶ 10) – excerpt; full doc on file with RAP	Admission that no current RAP notice was served; "spirit/unaware" defenses not recognized under OMC § 8.22.070(H).

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

ORDER OF DISMISSAL

CASE NUMBER: T25-0117

CASE NAME: Mims v. Horejsi

PROPERTY ADDRESS: 3764 39th Avenue, Unit D
Oakland, CA

PARTIES: Satchidananda Mims, Tenant
Michael Horejsi, Owner

SUMMARY

The Tenant's Petition is dismissed.

BACKGROUND

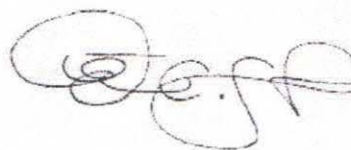
On July 15, 2025, a Notice of Remote Remand Hearing and Settlement Conference was served by mail to the tenant and the listed owner with proof of service, setting the hearing date for September 10, 2025. On August 11, 2025, the parties were electronically served the Zoom Invitation for a RAP Remote Hearing having consented to electronic service. The hearing came on regularly on September 10, 2025, at 10:00 a.m., as scheduled. The Petitioner initially appeared and was participating in the Remote Settlement conference. The Petitioner left the hearing, without explanation at 10:11. The hearing continued without the Petitioner's appearance until 10:30 am. When the Petitioner did not contact the office, or rejoin the at 10:30 am the matter was dismissed. The Respondent did appear.

DISMISSAL

000220

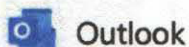
The Hearing Officer waited until 10:30 a.m. for the Petitioner to re-appear. The petitioner did not contact the office or submit any written request for postponement, or notify of any issues that preventing them from re-joining the hearing. The Petition is dismissed because the petitioner failed to return to the hearing.

Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day. The date 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: 10 September 2025

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program



RE: T25-0117 Mims v. Horejsi - Courtesy Reminder, RAP Remote Hearing, Today 09/10/2025, At 10:00 a.m.

From Jackson, Brittini <BJackson@oaklandca.gov>

Date Wed 9/10/2025 11:52 AM

To satchi mims <smims21@hotmail.com>; Michael Horejsi <mhorejsi@aol.com>

Thank you for letting me know.

You can also dial in with a phone or join by app, if you have a smart phone.

Best regards,

Brittini Jackson

Rent Adjustment Program Assistant

City of Oakland

Department of Housing and Community Development

Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

BJackson@oaklandca.gov

www.oaklandca.gov/RAP

From: satchi mims <smims21@hotmail.com>

Sent: Wednesday, September 10, 2025 11:13 AM

To: Jackson, Brittini <BJackson@oaklandca.gov>; Michael Horejsi <mhorejsi@aol.com>

Subject: Re: T25-0117 Mims v. Horejsi - Courtesy Reminder, RAP Remote Hearing, Today 09/10/2025, At 10:00 a.m.

Ok, thank you. My computer system crashed and I couldn't reconnect.

Very truly yours,

Satchidananda Mims

Get [Outlook for Android](#)

From: Jackson, Brittnei <BJackson@oaklandca.gov>
Sent: Wednesday, September 10, 2025 10:58:50 AM
To: satchi mims <smims21@hotmail.com>; Michael Horejsi <mhorejsi@aol.com>
Subject: RE: T25-0117 Mims v. Horejsi - Courtesy Reminder, RAP Remote Hearing, Today 09/10/2025, At 10:00 a.m.

Dear Satchi Mims,

Thank you for your email.

The Hearing Officer waited 20 minutes for you to rejoin and concluded the hearing at 10:30, when you failed to return.

Best regards,

Brittnei Jackson

Rent Adjustment Program Assistant

City of Oakland

Department of Housing and Community Development

Rent Adjustment Program

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612

BJackson@oaklandca.gov

www.oaklandca.gov/RAP

From: satchi mims <smims21@hotmail.com>
Sent: Wednesday, September 10, 2025 10:39 AM
To: Jackson, Brittnei <BJackson@oaklandca.gov>; Michael Horejsi <mhorejsi@aol.com>
Subject: Re: T25-0117 Mims v. Horejsi - Courtesy Reminder, RAP Remote Hearing, Today 09/10/2025, At 10:00 a.m.

I had a problem during the hearing and tried to reconnect but couldn't. What should I do? It states hearing has ended.

Get [Outlook for Android](#)

From: Jackson, Brittnei <BJackson@oaklandca.gov>
Sent: Wednesday, September 10, 2025 9:27:38 AM
To: smims21@hotmail.com <smims21@hotmail.com>; Michael Horejsi <mhorejsi@aol.com>
Subject: T25-0117 Mims v. Horejsi - Courtesy Reminder, RAP Remote Hearing, Today 09/10/2025, At 10:00 a.m.

Topic: Hearing T25-0117 Mims v. Horejsi

Time: September 10, 2025, at 10:00 am Pacific Time (US and Canada)

000223

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has not been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on _____

(Date)

(Tenant's signature)

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

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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- **Tenancy Registration Required.** Starting in **2023**, the tenancy data for this unit must be **registered annually with RAP**. The annual deadline to register is **March 1st**. Please note that if your tenancy began after March 1st, the owner will not be required to register until the following year. Failure to register a tenancy with RAP by March 1st will disallow an owner from: 1) filing a rent increase petition, 2) serving a rent increase, and/or 3) answering a tenant petition. Failure to register is also an affirmative defense in most eviction actions even if the owner has "just cause" to evict.
- 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.
- **Banking:** As of January 2026, banking of rent increases will be limited to five years (instead of the current ten-year expiration term). Also, banking after transfer of property will be prohibited except for transfers through inheritance to certain family members and only if that transferee owns the property for at least a year.
- **Business Tax Certificate:** As of April 15, 2025, owners will be prohibited from issuing a rent increase if the owner is delinquent on business taxes as of April 30th. Owners must provide a copy of their Business Tax Certificate with any rent increase notice as follows:

	CPI only	Banking
Before April 30, 2025	Business Tax Certificate for current year or prior year OR signed payment plan	Business Tax Certificate for current year or prior year
On or after April 30, 2025	Business Tax Certificate for current year OR signed payment plan	Business Tax Certificate for current year

- **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 within 180 days of the notice of rent increase. The petition forms are available from the website at [Rent Adjustment Program Petition and Response Forms](#).
- 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. It also prohibits no-fault evictions (owner move-in or substantial repairs evictions) for owners who are delinquent on their business taxes. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is timely paid before March 1st of each year, the owner is entitled to get half of the fee from you in the same year the fee is paid. 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 _____.

Banked Rent Notice Defects – RAP Case T25-0117

RAP Requirement (Reg. § 10.1)	Landlord's Submission
Must state each year banked rent is taken from	Vague: says "using 2020–2021" but gives no start date or proof of eligibility
Must state CPI % for each year used	None listed; 2020–2021 CPI should be 2.7%
Must state lawful rent ceiling for that year	Not provided
Must state amount taken that year	Not provided
Must state amount remaining after increase	Not provided
Must comply with 5-year banking limit	No evidence provided that years are within limit

Date: 21 Jun 2025Tenant Name: S mins unauthorized occupantAddress: 3764 39th Ave Apt D
Oakland, Ca 94619Delinquent Rent, if any: \$850.00Current Base Rent: 1194 Parking: N/A New Rent/W/out Parking: 1223⁰⁰ New Rent W/Parking: N/A

Regrettably, due to increases in operating expenses, I find it necessary to increase rent on all units. Rent may be increased for the following reasons:

1. Capital improvement/uninsured repair cost, amount: 0;
2. Increased housing service costs, amount: 0;
3. Debt service cost, amount: 0;
4. Banking/rental history, amount: 1.6%.

OMC 8.22.070 B2: A tenant may not petition to contest a rent increase justified in an amount up to and including the CPI Rent in adjustment and/or any banked rent increase. Current CPI: .8%.

You are hereby notified that beginning on 1 August 2025, your monthly rent will increase 29.00 per month for a total rent of 1223⁰⁰. Your percentage rent increase is 2.4%; banked rent remaining 3%. Banked rent may be taken at a rate of three times the current CPI [Consumer Price Index] of .8% - this total is 2.4%.

Dates	CPI	CPI taken	CPI	CPI taken
Aug 1, 2025	.8%			
Aug 1, 2024	2.3%			
Aug 2, 2023	2.5%		July 1, 2016	2.0%
July 1, 2022	3.0%		July 1, 2015	1.7%
July 1, 2021	1.9%			
July 1, 2020	2.7%			
July 1, 2019	3.5%			
July 1, 2018	3.4%			
July 1, 2017	2.3%			

See back of Notice of Notice of TPO & RAP [Rent Adjustment Program]

Michael Horejsi
Michael Horejsi, Landlord/Owner

SATCHIDANANDA MIMS
PO Box 19304 ~ Oakland, California 94619

(510) 530-6345

smims21@hotmail.com

Date: April 14, 2025

Michael Horejsi
P.O. Box 2883
Castro Valley, CA 94546

RE: Formal Notice – Request for Sink Repair (Kitchen and Restroom Clogs)

Dear Mr. Horejsi,

I am following up in writing regarding the clogged kitchen and restroom sinks at my unit. As you are aware, you previously addressed this issue on or about January 14, 2025, and replaced the restroom sink on January 23. While the issue initially appeared resolved, both sinks have again started backing up.

As of April 6, 2025, I began noticing slow drainage. As of today, April 14, the water is no longer draining properly and appears to be backing up between both sinks. I attempted to resolve the issue using a plunger, but it was not successful.

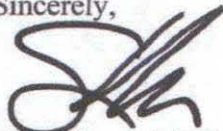
When you visited recently, you mentioned that a plumber would be necessary but stated that I would be responsible for the cost. I must respectfully clarify that this is not accurate under California law.

Pursuant to *Civil Code* § 1941.1, landlords are required to maintain plumbing in good working order. Furthermore, *Civil Code* § 1942.1 prohibits landlords from waiving or transferring that duty to tenants. This legal obligation is reinforced by case law, including *Green v. Superior Court* (1974) 10 Cal.3d 616, which affirmed the landlord's duty to provide a habitable residence, and *Knight v. Hallsthammar* (1981) 29 Cal.3d 46, which held that this duty cannot be waived.

Given the continuing drainage issue, I request that you promptly schedule a licensed plumber to inspect and repair the plumbing at your expense, as required by law. Please let me know when this will occur.

Thank you for your prompt attention to this matter.

Sincerely,



Satchidananda Mims

PARKER · STANBURY LLP

10

ATTORNEYS AT LAW

444 SOUTH FLOWER STREET

NINETEENTH FLOOR

LOS ANGELES, CA 90071-2901

TELEPHONE (213) 622-5124

FAX (213) 622-4858

E-MAIL: LA@PARKSTAN.COM

LINDA IRELAND
BRIDGET ESQUIBIAS
GABRIELA CARRILLO
JEFF H. GREEN
MATTHEW T. SALABEN
JACQUELINE PHAM
COLLETTE BONYADI
CLEMENT K. CHIH

OF COUNSEL:

SANAM NAVAB
MEGAN E. GALLAGHER
LARS F. KUSHNER
PATRICIA MILLER
KYLE C. BENKIE
LINDA H. MUCHAMEL
LAURIE HOWELL
ANTHONY F. SGHERZII

DOUGLASS H. MORI
JOHN D. BARRETT, JR.*
J. LUIS GARCIA †
DAVID E. COWAN
GEORGE A. HUNLOCK
RICARDO A. MERCADO
MATTHEW W. DAVIS
REYNALDO C. SANTOS
B. PETER LEE
MARCUS BASTIDA
ROSEMARIE MERRILL
DAVID C. LANE
MATHEW L. MAY
ALEX L. SHIA

GLENN M. HABAS
JAMES L. WOLFSEN
KELLY A. SHERIDAN
HANS W. CHEN
AARON U. FREEMAN
GREGORY T. FONG
JOSEPH R. SERPICO
ROCCO A. PAPALIA
CLAUDIA M. PALENCIA
KRISTOFFER M. GARRISON
MICHAEL COMPTON
CARL H. STARRETT II
SHARIE ZAHAB
ALEXIS MOORE

* ASSOCIATE IN AMERICAN BOARD OF TRIAL ADVOCATES
† MEMBER OF AMERICAN BOARD OF TRIAL ADVOCATES

HARRY D. PARKER (1891-1976)
RAYMOND G. STANBURY (1904-1966)

April 23, 2025

Michael E. Horejsi
P.O. Box 2883
Castro Valley, CA 94546
Email: mhorejsi@aol.com

Dear Mr. Horejsi:

Re: Plumbing Deficiencies and Habitability
Our File No.: CA-3ZK-BNA

We consulted with your tenant Satchidananda Mims regarding ongoing issues affecting the plumbing and habitability of the is unit.

Mr. Mims has informed me that, despite his written notices dated April 14 and April 15, 2025, you have refused to address a plumbing deficiency impacting the kitchen and bathroom sinks. Instead, in your April 17, 2025 letter, you accused Mr. Mims of causing the damage without providing any licensed plumber's report, photographic evidence, or other objective proof to substantiate your claims. You also improperly demanded that Mr. Mims hire and pay for the necessary repairs.

Please be advised of the following:

1. **Habitability Obligations:** Under California Civil Code § 1941 and § 1941.1, a landlord is required to maintain plumbing facilities in good working order. Habitability cannot be waived, and responsibility for repairs may only shift to a tenant where there is clear, substantial evidence of tenant-caused damage (Civil Code § 1941.2). To date, you have failed to meet this burden.
2. **Lack of Substantiating Evidence:** Your accusations rely solely on anecdotal claims and your own belief, without a licensed plumber's finding or credible inspection. A landlord's unsupported assertions are insufficient under California law to avoid repair obligations.
3. **Retaliation Prohibited:** Your accusatory tone, reference to litigation history, and attempt to shift financial liability to the tenant in response to a request for repairs may constitute retaliation in violation of Civil Code § 1942.5. Any further adverse action against Mr. Mims may expose you to statutory penalties, attorney's fees, and other remedies.

000229

4. **Repair-and-Deduct Rights Reserved:** Mr. Mims reserves the right to proceed with a lawful "repair and deduct" remedy under Civil Code § 1942 if repairs are not commenced and completed within a reasonable time after written notice.

Should you continue to refuse repairs or engage in further retaliatory conduct, Mr. Mims may pursue all available legal remedies. Please confirm in writing by **May 7, 2025** that you will arrange for a licensed plumber to promptly inspect and repair the plumbing deficiencies at no cost to Mr. Mims. If we do not receive your confirmation and action by this date, Mr. Mims will proceed accordingly, including exercising his rights under California law without further notice.

Nothing contained herein shall be deemed a waiver of Mr. Mims' rights, claims, or remedies, all of which are expressly reserved.

Very truly yours,

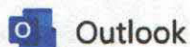
PARKER · STANBURY LLP

By 

Carl H. Starrett II

cc: Satchidananda Mims

000231



Request for Sink Repair – Kitchen and Restroom Clogs

From satchi mims <smims21@hotmail.com>

Date Mon 4/14/2025 9:44 AM

To mhorejsi@aol.com <mhorejsi@aol.com>

Subject: Request for Sink Repair – Kitchen and Restroom Clogs

Dear Mr. Horejsi,

The kitchen and restroom sinks are clogged again. You previously addressed this issue on or about January 14, 2025, and replaced the restroom sink on January 23, which seemed to resolve the problem at the time.

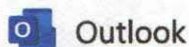
However, beginning around April 6, I noticed that the sinks were draining slowly again. As of today, April 14, the water now appears to be backing up between both sinks and is no longer draining properly. I've tried using a plunger, but it has not resolved the issue.

Please let me know when you are available to come by and address this. I will also follow up by phone to ensure you got this message.

Thank you for your attention.

Sincerely,

Satchidananda Mims



Subject: Follow-Up on Sink Clogs and Repair Responsibility

From satchi mims <smims21@hotmail.com>

Date Mon 4/14/2025 12:23 PM

To mhorejsi@aol.com <mhorejsi@aol.com>

Subject: Follow-Up on Sink Clogs and Repair Responsibility

Dear Mr. Horejsi,

Thank you for coming by to assess the sink issue. During your visit, you mentioned that a plumber is necessary and that I would be responsible for the cost. I want to clarify that under California law, it is the landlord's responsibility — not the tenant's — to maintain the plumbing in good working order.

Pursuant to **Civil Code § 1941.1**, a landlord is obligated to ensure that "plumbing and gas facilities are maintained in good working order." Additionally, **Civil Code § 1942.1** prohibits any lease provision that waives or transfers this responsibility to the tenant.

This has been consistently upheld by the courts. For example, in **Green v. Superior Court (1974) 10 Cal.3d 616**, the California Supreme Court held that landlords have a duty to maintain residential units in a habitable condition, including plumbing, and that failure to do so may breach the implied warranty of habitability. Similarly, in **Knight v. Hallsthammar (1981) 29 Cal.3d 46**, the court ruled that this duty is non-waivable and cannot be shifted to the tenant through the lease or otherwise.

Given that the plumbing issue affects both the kitchen and restroom sinks, and prior repair attempts have not resolved it, I respectfully request that you schedule a licensed plumber to fully address the problem without further delay.

Please confirm when this will be done.

Sincerely,

Satchidananda Mims



Albert Nahman
PLUMBING, HEATING,
AND COOLING

Albert Nahman Plumbing, Heating, and Cooling
2616 Barrington Court
Hayward, California 94545
Phone: 510-843-6904
TEXT 510-655-6719
Email: info@albertnahmanplumbing.com
LIC# 1083634

Invoice 244539164
Invoice Date 5/15/2025
Completed Date 5/15/2025
Payment Term Due Upon Receipt
Due Date 5/15/2025

Billing Address

Micheal E Horejsi (Land Lord)
3764 39th Avenue #d
Oakland, CA 94619 USA

Job Address

Satchidananda Mims (Tenant)
3764 39th Avenue #d
Oakland, CA 94619 USA

Description of work

Upon arrival, customer stated he had a back up in the bathroom sink also was affecting the kitchen sink took the p-trap apart in the bathroom sink ran the snake down approximately 10 to 15 feet clogged cleared immediately ran a bunch of water in the kitchen sink ran a bunch of water in the bathroom sink line is open draining and flowing properly no warranty on clog Did not find anything in the line seem like normal wear and tear in the pipes nothing abnormal.

Service #	Description	Quantity	Your Price	Total
SNKSTP-120	Clear your lav sink drain to remove blockage.	1.00	\$409.32	\$409.32

Paid On	Type	Memo	Amount
5/15/2025	Visa		\$409.32

Potential Savings \$40.93 - \$40.93		Sub-Total	\$409.32
		Tax	\$0.00
		Total	\$409.32
		Payment	\$409.32
		Balance Due	\$0.00

For ON-LINE PAYMENT please go to <https://www.albertnahmanplumbing.com/financing/> and click on the Payment Options. Unpaid balances will be subject to monthly interest, late fee and collection agency. Please pay from this invoice. Thank you!

Terms: DUE UPON COMPLETION

Albert Nahman Plumbing, Heating, And Cooling

Home Improvement Contract Terms:

I Micheal E Horejsi (Land Lord) agree to have a technician from Albert Nahman Plumbing, Heating, And Cooling perform diagnosis, repair, maintenance, upgrades or service to my existing equipment and /or system with the full knowledge that unknown problems may not be revealed until the diagnosis, repair, maintenance, upgrade or service has occurred. I assume the risk involved in attempting to diagnose, repair, service, maintain or upgrade an older piece of equipment or systems and I agree to pay \$409.32 for the diagnosis, repair, maintenance, upgrade or service in full regardless of the potential risk.

THIS AGREEMENT made the date printed at the top of this Contract between Albert Nahman Plumbing, Heating, And Cooling, whose address is 2616 Barrington Court, Hayward, California 94545, Contractors State License No. 1083634 (hereinafter referred to as "CONTRACTOR"), and the above named OWNER at the address printed at the top of this agreement (hereinafter referred to as "HOMEOWNER", "OWNER" or "BUYER").

Terms and Conditions

Date 5/15/2025

000234

Account Details

Free Checking

3054

\$352.22

Available Balance

Current Balance \$398.97

Transaction Details

Type	Keyword	Date
All	albert	Last 30 Days
Search Clear Search		Show advanced

In Process Transactions

Date	Description	Amount
There are no upcoming transactions.		

Past Transactions

Date	Description	Amount
May 15	Withdrawal @ PDV DBA ALBERT NAHM 0 PDV DBA ALBERT N 510-8436904 CA US	-\$409.32

SATCHIDANANDA MIMS

PO Box 19304 ~ Oakland, California 94619

(510) 530-6345

smims21@hotmail.com

Date: April 14, 2025

Michael Horejsi

P.O. Box 2883

Castro Valley, CA 94546

RE: Formal Notice – Request for Sink Repair (Kitchen and Restroom Clogs)

Dear Mr. Horejsi,

I am following up in writing regarding the clogged kitchen and restroom sinks at my unit. As you are aware, you previously addressed this issue on or about January 14, 2025, and replaced the restroom sink on January 23. While the issue initially appeared resolved, both sinks have again started backing up.

As of April 6, 2025, I began noticing slow drainage. As of today, April 14, the water is no longer draining properly and appears to be backing up between both sinks. I attempted to resolve the issue using a plunger, but it was not successful.

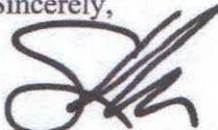
When you visited recently, you mentioned that a plumber would be necessary but stated that I would be responsible for the cost. I must respectfully clarify that this is not accurate under California law.

Pursuant to *Civil Code* § 1941.1, landlords are required to maintain plumbing in good working order. Furthermore, *Civil Code* § 1942.1 prohibits landlords from waiving or transferring that duty to tenants. This legal obligation is reinforced by case law, including *Green v. Superior Court* (1974) 10 Cal.3d 616, which affirmed the landlord's duty to provide a habitable residence, and *Knight v. Hallsthammar* (1981) 29 Cal.3d 46, which held that this duty cannot be waived.

Given the continuing drainage issue, I request that you promptly schedule a licensed plumber to inspect and repair the plumbing at your expense, as required by law. Please let me know when this will occur.

Thank you for your prompt attention to this matter.

Sincerely,



Satchidananda Mims

PARKER · STANBURY LLP

17

ATTORNEYS AT LAW

444 SOUTH FLOWER STREET

NINETEENTH FLOOR

LOS ANGELES, CA 90071-2901

TELEPHONE (213) 622-5124

FAX (213) 622-4858

E-MAIL: LA@PARKSTAN.COM

LINDA IRELAND
BRIDGET ESQUIBIAS
GABRIELA CARRILLO
JEFF H. GREEN
MATTHEW T. SALABEN
JACQUELINE PHAM
COLLETTE BONYADI
CLEMENT K. CHIH

OF COUNSEL:

SANAM NAVAB
MEGAN E. GALLAGHER
LARS F. KUSHNER
PATRICIA MILLER
KYLE C. BENKIE
LINDA H. MUCHAMEL
LAURIE HOWELL
ANTHONY F. SGHERZII

DOUGLASS H. MORI
JOHN D. BARRETT, JR. *
J. LUIS GARCIA †
DAVID E. COWAN
GEORGE A. HUNLOCK
RICARDO A. MERCADO
MATTHEW W. DAVIS
REYNALDO C. SANTOS
B. PETER LEE
MARCUS BASTIDA
ROSEMARIE MERRILL
DAVID C. LANE
MATHEW L. MAY
ALEX L. SHIA

GLENN M. HABAS
JAMES L. WOLFSEN
KELLY A. SHERIDAN
HANS W. CHEN
AARON U. FREEMAN
GREGORY T. FONG
JOSEPH R. SERPICO
ROCCO A. PAPALIA
CLAUDIA M. PALENCIA
KRISTOFFER M. GARRISON
MICHAEL COMPTON
CARL H. STARRETT II
SHARIE ZAHAB
ALEXIS MOORE

* ASSOCIATE IN AMERICAN BOARD OF TRIAL ADVOCATES
† MEMBER OF AMERICAN BOARD OF TRIAL ADVOCATES

HARRY D. PARKER (1891-1976)
RAYMOND G. STANBURY (1904-1966)

April 23, 2025

Michael E. Horejsi
P.O. Box 2883
Castro Valley, CA 94546
Email: mhorejsi@aol.com

Dear Mr. Horejsi:

Re: Plumbing Deficiencies and Habitability
Our File No.: CA-3ZK-BNA

We consulted with your tenant Satchidananda Mims regarding ongoing issues affecting the plumbing and habitability of the is unit.

Mr. Mims has informed me that, despite his written notices dated April 14 and April 15, 2025, you have refused to address a plumbing deficiency impacting the kitchen and bathroom sinks. Instead, in your April 17, 2025 letter, you accused Mr. Mims of causing the damage without providing any licensed plumber's report, photographic evidence, or other objective proof to substantiate your claims. You also improperly demanded that Mr. Mims hire and pay for the necessary repairs.

Please be advised of the following:

1. **Habitability Obligations:** Under California Civil Code § 1941 and § 1941.1, a landlord is required to maintain plumbing facilities in good working order. Habitability cannot be waived, and responsibility for repairs may only shift to a tenant where there is clear, substantial evidence of tenant-caused damage (Civil Code § 1941.2). To date, you have failed to meet this burden.
2. **Lack of Substantiating Evidence:** Your accusations rely solely on anecdotal claims and your own belief, without a licensed plumber's finding or credible inspection. A landlord's unsupported assertions are insufficient under California law to avoid repair obligations.
3. **Retaliation Prohibited:** Your accusatory tone, reference to litigation history, and attempt to shift financial liability to the tenant in response to a request for repairs may constitute retaliation in violation of Civil Code § 1942.5. Any further adverse action against Mr. Mims may expose you to statutory penalties, attorney's fees, and other remedies.

000237

4. **Repair-and-Deduct Rights Reserved:** Mr. Mims reserves the right to proceed with a lawful "repair and deduct" remedy under Civil Code § 1942 if repairs are not commenced and completed within a reasonable time after written notice.

Should you continue to refuse repairs or engage in further retaliatory conduct, Mr. Mims may pursue all available legal remedies. Please confirm in writing by **May 7, 2025** that you will arrange for a licensed plumber to promptly inspect and repair the plumbing deficiencies at no cost to Mr. Mims. If we do not receive your confirmation and action by this date, Mr. Mims will proceed accordingly, including exercising his rights under California law without further notice.

Nothing contained herein shall be deemed a waiver of Mr. Mims' rights, claims, or remedies, all of which are expressly reserved.

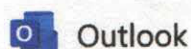
Very truly yours,

PARKER · STANBURY LLP

By 

Carl H. Starrett II

cc: Satchidananda Mims



Request for Sink Repair – Kitchen and Restroom Clogs

From satchi mims <smims21@hotmail.com>

Date Mon 4/14/2025 9:44 AM

To mhorejsi@aol.com <mhorejsi@aol.com>

Subject: Request for Sink Repair – Kitchen and Restroom Clogs

Dear Mr. Horejsi,

The kitchen and restroom sinks are clogged again. You previously addressed this issue on or about January 14, 2025, and replaced the restroom sink on January 23, which seemed to resolve the problem at the time.

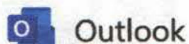
However, beginning around April 6, I noticed that the sinks were draining slowly again. As of today, April 14, the water now appears to be backing up between both sinks and is no longer draining properly. I've tried using a plunger, but it has not resolved the issue.

Please let me know when you are available to come by and address this. I will also follow up by phone to ensure you got this message.

Thank you for your attention.

Sincerely,

Satchidananda Mims



Subject: Follow-Up on Sink Clogs and Repair Responsibility

From satchi mims <smims21@hotmail.com>

Date Mon 4/14/2025 12:23 PM

To mhorejsi@aol.com <mhorejsi@aol.com>

Subject: Follow-Up on Sink Clogs and Repair Responsibility

Dear Mr. Horejsi,

Thank you for coming by to assess the sink issue. During your visit, you mentioned that a plumber is necessary and that I would be responsible for the cost. I want to clarify that under California law, it is the landlord's responsibility — not the tenant's — to maintain the plumbing in good working order.

Pursuant to **Civil Code § 1941.1**, a landlord is obligated to ensure that "plumbing and gas facilities are maintained in good working order." Additionally, **Civil Code § 1942.1** prohibits any lease provision that waives or transfers this responsibility to the tenant.

This has been consistently upheld by the courts. For example, in **Green v. Superior Court (1974) 10 Cal.3d 616**, the California Supreme Court held that landlords have a duty to maintain residential units in a habitable condition, including plumbing, and that failure to do so may breach the implied warranty of habitability. Similarly, in **Knight v. Hallsthammar (1981) 29 Cal.3d 46**, the court ruled that this duty is non-waivable and cannot be shifted to the tenant through the lease or otherwise.

Given that the plumbing issue affects both the kitchen and restroom sinks, and prior repair attempts have not resolved it, I respectfully request that you schedule a licensed plumber to fully address the problem without further delay.

Please confirm when this will be done.

Sincerely,

Satchidananda Mims



Re: Subject: Follow-Up on Sink Clogs and Repair Responsibility

From mhorejsi@aol.com <mhorejsi@aol.com>

Date Thu 4/17/2025 3:38 PM

To satchi mims <smims21@hotmail.com>

Dear Mr. Mims,

I left a letter on your door regarding this matter explaining my position, no one was home at the time. Your complaint is not about faulty plumbing, it is about your use of the plumbing in causing a blockage. I cannot control that. Only you have control over what is allowed into the drains. Please give me a call and let me know what you have decided.

Thanks,

Mike

On Monday, April 14, 2025 at 12:23:13 PM PDT, satchi mims <smims21@hotmail.com> wrote:

Subject: Follow-Up on Sink Clogs and Repair Responsibility

Dear Mr. Horejsi,

Thank you for coming by to assess the sink issue. During your visit, you mentioned that a plumber is necessary and that I would be responsible for the cost. I want to clarify that under California law, it is the landlord's responsibility — not the tenant's — to maintain the plumbing in good working order.

Pursuant to **Civil Code § 1941.1**, a landlord is obligated to ensure that "plumbing and gas facilities are maintained in good working order." Additionally, **Civil Code § 1942.1** prohibits any lease provision that waives or transfers this responsibility to the tenant.

This has been consistently upheld by the courts. For example, in **Green v. Superior Court (1974) 10 Cal.3d 616**, the California Supreme Court held that landlords have a duty to maintain residential units in a habitable condition, including plumbing, and that failure to do so may breach the implied warranty of habitability. Similarly, in **Knight v. Hallsthammar (1981) 29 Cal.3d 46**, the court ruled that this duty is non-waivable and cannot be shifted to the tenant through the lease or otherwise.

Given that the plumbing issue affects both the kitchen and restroom sinks, and prior repair attempts have not resolved it, I respectfully request that you schedule a licensed plumber to fully address the problem without further delay.

Please confirm when this will be done.

Sincerely,

000241

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

19 May 2025

Re: Plugged Sinks

Dear Mr. Mims,

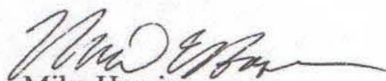
A plumber responded to your apartment on 15 May 2025. It did not take much time to clear the drains in the kitchen and bathroom.

Whatever was in the drain was dislodged and flowed into the branch line leading to the main drain. This clog in your apartment drain appears to have not dissolved when freed.

On 16 May 2025 the tenant below your apartment complained that her toilet was overflowing when you flushed your toilet. To me this indicates the clog in your pipes did not dissolve and was still interfering with the flow to the main drain. Upon arriving to check her obstruction complaint it was determined that the clog, whatever it was moved through the branch line into the main sewer line. Hopefully the material will move through the main drain line.

On a previous clog we found whole onion peels in the drain pipe. I would recommend you no longer try to run those through or any other vegetable peels through the garbage disposal. A garbage disposal should not be used as a primary source of disposing trash. Rather, it should only be reserved to deal with small bits of plate scrapes after eating in the process of washing dishes. Also, as a reminder no oils or fats should be disposed of down the drain as they can solidify in the pipes can cause future issues. Other common items to avoid putting down your drain include coffee grounds, egg shells, paint, produce stickers, bones, paper products and so on. Lastly, when using the disposal be sure to turn on the water prior to running the disposal and plenty of water during the use of the disposal.

Thanks for your cooperation,


Mike Horejsi
Housing Provider

Carl H. Starrett II
Parker Stanbury LLP
444 South Flower St. 19th Fl.
Los Angeles, CA 90071

29 April 2025

Re: Plumbing Deficiencies and Habitability letter response
Your file No.: CA-3ZK-BNA

Dear Mr. Starrett,

In your letter of 23 April 2025, you refer to Mr. Mims as a tenant. I would assume a legal professional like yourself, in order not to commit malpractice, would have obtained a copy of a rental agreement to rent the property and verify that he has full tenant's rights. None exist, Mr. Mims has never had a rental agreement nor my permission as the owner to remain in the unit once the actual tenant passed away.

It is my understanding that State and local law, OMC 8.22 defines a tenant as a person who has legal right to use or occupy a covered rental unit either through written or oral agreement. Mr. Mims is not a part to either agreement.

Mr. Mims is by legal definition an unauthorized occupant. He has been permitted to stay on the property due to his continuous, on-going, litigation efforts against me over the last 9+ years. His most recent litigation efforts have now been settled by an appellate review again denying his claims. His deceased mother is the legal tenant.

Mr. Mims has no rights afforded by the rental agreement because he is not on it. He is an unauthorized occupant that resides in the property "as-is" for their stay. They have no standing to request any repairs or changes to the unit.

The occupant has no right to repair and deduct the cost of unclogging a drain he clogged. He further has no standing as a tenant.

Thank you,



Mike Horejsi
Housing Provider

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

15 April 2025

Re: Sink Clog and repair responsibility

Dear Mr. Mims,

Concerning your request citing civil code for the landlord to maintain the plumbing in good working order, it is, and I have. However, if a plumbing problem is directly caused by a tenant's negligence or intentional actions the tenant is responsible for the repairs. You cited ccc 1941.1 stating that "plumbing and gas facilities are maintained in good working order." There is no disagreement with this part of the code. The plumbing in your apartment was operational and has been for years.

The issue at hand is that you are required by CCC 1941.2(a) "No duty on the part of the landlord to repair a dilapidation shall arise under Section 1941 or 1942 if the tenant is in substantial violation of any of the following affirmative obligations, provided the tenant's violation contributes substantially to the existence of the dilapidation or interferes substantially with the landlord's obligation under Section 1941 to effect the necessary repairs:"

1941.2(a)(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.

In this case, it is the tenant's responsibility whether accidentally or intentionally to not repeatedly plug the drains by putting unacceptable material down the garbage disposal. Unacceptable material includes grease, onion peels, or any other item that would plug the drain. In your case, you are the only one that has access to your apartment. Therefore, the drain has been plugged by items you put down the drain from either the bathroom or kitchen.

You cited two cases in your letter, neither of which speak to the situation of when a tenant's intentionally or accidentally cause the problem like this situation we have now. This is more accurately covered by CCC 1941.2

You previously complained of the same problem in Jan 2025. At that time, we unplugged the drain and removed onion peelings from the drain and may have been the cause of the clog. The plumbing apparently worked fine until now. At the time of cleaning the drain, we simultaneously had to run water as we snaked the pipe to clear the system from whatever material caused the clog.

On Saturday March 1, 2025, just before midnight the tenant in apartment B below you complained of her toilet running over. Her toilet overflowed every time you flushed your toilet or ran water. There was a large amount of black residue which I believed to be dirt in her toilet, and I wondered how it got there. This could only come from your apartment's drain line because no other unit in the building is attached to her drain line other than yours.

The plumbers were called, and they thoroughly cleaned the line from her unit to the main sewer line. They ran a camera through the line to confirm that the drain pipe was cleared. The cost for this plumbing service was \$3000.

After giving this considerable thought, I believe something came from your unit that got stuck in the main drain and caused all waste water to back up into her apartment.

We cleared your drain with a snake around January 15, 2025. It's my position that given your past documented history of creating damage to the unit and failing to pay for those damages and considering the fact that you have been in continual litigation with me going on 9-years now, that you are intentionally attempting to harass me and cost me a great deal of money by clogging your drains at this time. I believe your plugged drains are through actions by yourself and would be considered improper use of drain plumbing system by the tenant as discussed under CCC 1941.2.

In my view, your actions caused the drain to be plugged. As such, you are required to hire a plumber, allow them into your unit when you can be there and, pay for the work performed since you caused the problem. Please let me know when the plumber will be there, and I will attempt to be there to identify if somehow there is any problem with the plumbing itself.

Also, let me know if you have any questions or have any citations that do show you have the right to repeatedly plug drains in your apartment and request that the landlord pay for those damages for you.

Thanks,



Mike Horejsi
Housing Provider

Mr. Mims
3764 39th Ave. #D
Oakland, CA 94619

19 May 2025

Re: Plugged Sinks

Dear Mr. Mims,

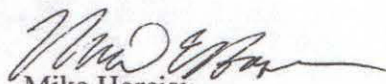
A plumber responded to your apartment on 15 May 2025. It did not take much time to clear the drains in the kitchen and bathroom.

Whatever was in the drain was dislodged and flowed into the branch line leading to the main drain. This clog in your apartment drain appears to have not dissolved when freed.

On 16 May 2025 the tenant below your apartment complained that her toilet was overflowing when you flushed your toilet. To me this indicates the clog in your pipes did not dissolve and was still interfering with the flow to the main drain. Upon arriving to check her obstruction complaint it was determined that the clog, whatever it was moved through the branch line into the main sewer line. Hopefully the material will move through the main drain line.

On a previous clog we found whole onion peels in the drain pipe. I would recommend you no longer try to run those through or any other vegetable peels through the garbage disposal. A garbage disposal should not be used as a primary source of disposing trash. Rather, it should only be reserved to deal with small bits of plate scrapes after eating in the process of washing dishes. Also, as a reminder no oils or fats should be disposed of down the drain as they can solidify in the pipes can cause future issues. Other common items to avoid putting down your drain include coffee grounds, egg shells, paint, produce stickers, bones, paper products and so on. Lastly, when using the disposal be sure to turn on the water prior to running the disposal and plenty of water during the use of the disposal.

Thanks for your cooperation,


Mike Horejsi
Housing Provider

NOTICE TO CEASE VIOLATIONS OF TERMS OF TENANCY

TO: Mr. Mims.AND ALL OTHER OCCUPANTS IN POSSESSION OF 3764 39th. Ave. Unit #D, Oakland, CA 94619

NOTICE IS HEREBY GIVEN THAT:

The landlord for the above-described premises is hereby notifying the above-named occupant(s) of the following material violations of the terms of the tenancy by the occupant(s) at the premises located at 3764 39th. Ave. Unit #D, Oakland, California.

1. A charge of \$250 is due for the clearing of your kitchen and bathroom drain caused by improper materials being placed down your garbage disposal. As permitted per tenant violation of CCC 1941.2, please pay amount due along with your rent on 1 May 2025.

2. _____

NOTICE IS HEREBY GIVEN that: Occupant's failure to cease the violations of the terms of the tenancy immediately upon service of this Notice will cause the undersigned to initiate legal proceedings against occupant(s) to recover possession of the premises and to seek a judgement for damages and costs.

This Notice is intended as a written notice to the occupant(s) pursuant to the terms of the JUST CAUSE FOR EVICTION ORDINANCE OF THE CITY OF OAKLAND.

Occupant(s) is hereby advised that advice regarding this Notice can be obtained from the:

City of Oakland Residential Rent Arbitration Board located at 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612-2034; telephone (510) 238-3721.

Occupant(s) is hereby further advised that your occupancy at 3764 39th Ave. Apt. D, Oakland, California is or may be covered by the provisions of OAKLAND MUNICIPAL ORDINANCE CHAPTER 8.22, and the rules and regulations thereunder.

20 April 2025
Date



Michael E. Horejsi

This is another bad faith conclusion. The photo listed as Exhibit 14 is in the original Response, is fully identifiable and shows that the pipes were not damaged from his internal line to the connector with the main drain pipe. The main pipes were weathered. However, Occupant should be aware that the liquid discharges through the pipes, not around the pipes.

10. No valid RAP Notice was served with rent increase.

- a. OMC 8.22.070(D) requires a notification of the Notice to Tenants of the Residential Rent Adjustment Program. The spirit of the regulation was complied with as required.
- b. Housing Provider was unaware of the change of the notification.
- c. The new form does not cover the COVID rent freeze 2020-2024 as stated.
- d. There is not a 2022 change reducing CPI banking from 10 to 5 years as stated. The change goes into effect in January 2026.
- e. Occupant was not handicapped by not receiving the updated copy; all requirements concerning business taxes and tenant registration were complied with.
- f. Occupant was not prejudiced in any manner by not receiving the most current notification.

11. Landlord later demanded payments for a repair he refused to perform. (Misstatement of Facts).

- a. Although not reported by occupant, there was another incident on March 1, 2025 of a plugged drain, believed to be caused by him deliberately introducing what appeared to be coffee grounds being flushed down his drain. See letter dated April 15, 2025, Exhibit 10 in Original Response.
- b. At that time, it was concluded that Occupant was attempting to plug the main sewer line in retaliation for losing his recent legal appeals and to otherwise harass and inconvenience other tenants.
- c. At that time, I decided to bill him for the Jan 2025 clog of sink drain. This notice was prepared on April 20, 2025, long before he had his drain cleared and paid for on May 15, 2025.
- d. It was also at that time I decided it was necessary to terminate his occupancy because he was a nuisance to other tenants in the building by intentionally attempting to clog the sewer lines. The Notice to Vacate was served on April 21, 2025. See Exhibit 1 to Original Response.
- e. The charge for clearing his drain was clearly listed on his Rental Receipt, was clearly listed as for Jan 14, 2025 charges. This was added to another list to which he has yet to pay/reimburse. Exhibit 12.

PROPERTY OWNER'S RESPONSE TO PETITIONER'S APPEAL OF ORDER OF
DISMISSAL CASE #T25-0117 Mims v. Horejsi

RECEIVED

OCT - 9 2025

OAKLAND RENT
ADJUSTMENT PROGRAM

I. BACKGROUND

1. Occupant was scheduled for a hearing on August 10, 2025 at 10am. The Occupant, Property Owner with Hearing Officer were present for the Exam Hearing.
2. The Hearing Officer rejected two claims brought forward by Occupant. The issues were he had received a rent increase above the allowable amount and that he was not provided a proper notice. Occupant could not justify his claims. At that time, 10:10am, he exited the Zoom call. It was my opinion at the time that he intentionally exited the call. The Hearing Officer waited another 20 minutes for him to return – he failed to do so.

II. JUSTIFICATION FOR DENYING OCCUPANT'S APPEAL OF ORDER OF
DISMISSAL.

1. Occupant has a long history of appealing RAP Rulings in an effort to delay the outcome of rulings on his petitions. He believes he is protected by the TPO from eviction by doing so,
2. He deliberately wasted everyone's time by terminating his participation on the Zoom call because he was not going to prevail on his claims.
3. Occupant's appeal should be denied for the following reasons.
 - a. He waited approximately 30 minutes to contact RAP from 10:10am to 10:39am. He wanted the Zoom call to be terminated prior to contacting RAP.
 - b. He could have called in on his phone immediately at 10:10
 - c. He could have called me immediately – I was still on Zoom.
 - d. He could have come to my office which is located on the property and joined the Zoom call with me.

III. SUMMARY

It is my position that Occupant, in bad faith, intentionally left the hearing. He made no credible effort to get back on the Zoom call because he felt he was not going to get a favorable ruling. For these reasons, his appeal should be denied and the Order of Dismissal should be supported.

Dated: October 12, 2025

Respectfully submitted,

By 
Michael E. Horejsi
Respondent/Landlord/Housing Provider

PROOF OF SERVICE BY MAIL

The undersigned declares:

I am a citizen of the United States of America, over the age of eighteen years. My mailing address is P.O. Box 2883, Castro Valley, CA 94546.

On Oct. 12, 2025, I served the attached PROPERTY OWNER'S RESPONSE TO PETITIONER'S APPEAL OF ORDER OF DISMISSAL CASE #T25-0117 Mims v. Horejsi

on the parties in this action by placing a true and correct copy thereof, in a sealed envelope with first class postage fully prepaid, in the United States mail at Castro Valley, California, addressed as follows:

Satchidananda Mims
P.O. Box 19304
Oakland, CA 94619

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this 12th day of Oct. 2025 at Castro Valley, CA.


Michael E. Horejsi



CITY ATTORNEY'S OFFICE

CITY OF OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

RESOLUTION NO. R24-0003 C.M.S.

INTRODUCED BY MEMBER JOHN DEBOER

RESOLUTION RECOMMENDING AMENDMENT OF THE RENT ADJUSTMENT ORDINANCE TO ELIMINATE TENANT PETITION DEADLINES

WHEREAS, the Oakland Residential Rent Adjustment Program Ordinance (“Rent Adjustment Ordinance”) imposes a time limit of ninety (90) to one hundred twenty (120) days for tenants to petition the Rent Adjustment Program for relief from an unlawful rent increase, suspending the time limit only in instances where the residential rental property owner has failed to provide the tenant with the required notice of the Ordinance; and

WHEREAS, the City Council’s Community & Economic Development Committee, at its October 22, 2024, meeting, considered legislation that would increase the time limit on tenant petitions to 180 days and continued discussion of the legislation until its meeting of November 19, 2024; and

WHEREAS, most California rent control jurisdictions do not impose time limits on tenants that prevent petitioning for relief from alleged violations and instead limit the number of years of restitution that may be awarded; and

WHEREAS, the Housing, Residential Rent and Relocation Board seeks to ensure that all covered Oakland tenants and residential real property owners have equitable access to the protections and relief provided by the Rent Adjustment Ordinance; now, therefore, be it

RESOLVED: That the Housing, Residential Rent and Relocation Board recommends the City Council amend sections 8.22.090 and 8.22.110 of the Rent Adjustment Ordinance by adopting the following (additions are shown in double underline and deletions are shown in ~~strikethrough~~):

O.M.C. 8.22.090 (Petition and response to filing procedures):

A. Tenant Petitions and Responses.

1. Tenant may file a petition regarding any of the following:

- a. A rent increase was given that is not based on the CPI rent adjustment, banking; and/or a final decision in an owner petition;
- b. The owner set an initial rent in excess of the amount permitted pursuant to Section 8.22.080 (Rent increases following vacancies);
- c. A rent increase notice failed to comply with the requirements of Subsection 8.22.070H;
- d. The owner failed to give the tenant a notice in compliance with Section 8.22.060 and State law;
- e. The owner decreased housing services to the tenant;
- f. The tenant alleges the covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations pursuant to Subsection 8.22.070 D.6;
- g. The owner fails to reduce rent on the month following the expiration of the amortization period for capital improvements, or to pay any interest due on any rent overcharges from the failure to reduce rent for a capital improvement.
- h. The owner noticed a rent increase that exceeds the annual limit as provided in Section 8.22.070 A.2. or that exceeds the rent increase limit of thirty percent (30%) in five (5) years.
- i. The petition is permitted by the Just Cause for Eviction Ordinance (Measure EE) O.M.C. 8.22.300 or its regulations.
- j. The petition is permitted by the Ellis Act Ordinance, O.M.C. 8.22.400, or its regulations.
- k. The tenant contests an exemption from this O.M.C. 8.22, Article I or Article II.
- l. The tenant claims the owner has received reimbursements for any portion of cost or financing of capital improvements after a capital improvement rent increase has been approved, and has not prorated and refunded such reimbursement, or has other undeclared capital improvement benefits.
- m. After a rent increase imposed for an additional occupant as defined by Section 8.22.020, the owner fails to reduce the rent following a decrease in occupancy.
- n. A primary tenant overcharges a subtenant in violation of the regulations. Only a subtenant may file a petition for this reason.

2. Tenant petitions may be filed at any time. ~~For a petition contesting a rent increase, the petition must be filed as follows:~~

- ~~a. If the owner provided written notice of the existence and scope of this Chapter as required by Section 8.22.060 at the inception of tenancy:~~
 - ~~i. The petition must be filed within ninety (90) days of the date the owner serves the rent increase notice if the owner provided the RAP notice with the rent increase;~~
 - ~~or~~

- ~~ii. The petition must be filed within one hundred twenty (120) days of the date the owner serves the rent increase if the owner did not provide the RAP notice with the rent increase.~~
 - ~~b. If the owner did not provide written notice of the existence and scope of this Chapter as required by Section 8.22.060 at the inception of tenancy, within ninety (90) days of the date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.~~
- 3. ReservedFor a petition claiming decreased housing services:
 - ~~a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant (e.g., removal of parking place, requirement that tenant pay utilities previously paid by owner) the petition must be filed within ninety (90) days of whichever of the following is later:~~
 - ~~i. The date the tenant is noticed or first becomes aware of the decreased housing service; or~~
 - ~~ii. The date the tenant first receives written notice of the existence and scope of this Chapter as required by Section 8.22.060.~~
 - ~~b. If the decreased housing is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for three (3) years before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.~~
- 4. In order to file a petition or respond to petition, a tenant, including a subtenant contesting overcharges by a primary tenant, must provide the following at the time of filing the petition or response:
 - a. A completed tenant petition or response on a form prescribed by the Rent Adjustment Program;
 - b. Reserved;
 - c. A statement of the services that have been reduced or eliminated, if the tenant claims a decrease in housing services;
 - d. A copy of the applicable citation, if the tenant claims the rent increase need not be paid because the covered unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations pursuant to Section 8.22.070D.6; and
 - e. Proof of service by first-class mail or in person of the tenant petition or response and any supporting documents on the opposing party (owner, subtenant, or primary tenant).
- 5. A tenant must file a response to an owner's or subtenant's petition within thirty (30) days of service of the petition.

B. Owner Petitions and Owner Responses to Tenant Petitions.

1. In order for an owner to file a response to a tenant petition or to file a petition, the owner must provide the following:
 - a. Evidence of possession of a current City business license;
 - b. Evidence of payment of the Rent Adjustment Program service fee or evidence of exemption from the fee;
 - c.
 - i. Evidence of service of written notice of the existence and scope of the Rent Adjustment Program as required by Section 8.22.060 on all tenants in covered units affected by the petition or response;
 - ii. After July 1, 2023, evidence of registration with the Rent Adjustment Program as provided in O.M.C. Section 8.22.510 for each affected covered unit in the building prior to the petition or response being filed;
 - d. A completed response or petition on a form prescribed by the Rent Adjustment Program;
 - e. Organized documentation supporting the owner's claimed justification(s) for the rent increase or supporting any claim of exemption; and
 - f. Proof of service by first-class mail or in person of the owner petition or response and any supporting documents on the tenants of all units affected by the petition. Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.
2. An owner must file a response to a tenant's petition within thirty (30) days of the service of the tenant petition.
3. Subsection 8.22.090 B. shall not apply to primary tenant responses to subtenant petitions.

O.M.C. 8.22.110 (Hearing procedures):

A. Hearing Officer. A hearing shall be set before a Hearing Officer to decide the issues in the petition.

B. Hearings.

1. All hearings on petitions shall be open to the public and recorded;
2. Any party to a hearing may be assisted by a representative who may be an attorney or any other person. A party must designate his or her representative in writing.

C. Notification and Consolidation. Rent Adjustment Program staff shall notify the owner and tenant in writing of the time and place set for hearing. Representatives of parties shall also be

notified of hearings, provided that the Rent Adjustment Program has been notified in writing of a party's designation of a representative at least ten days prior to the notice of the hearing being sent. Disputes involving more than one covered unit in any single building may be consolidated for hearing.

D. Time of Hearing and Decision.

1. The Hearing Officer shall have the goal of hearing the matter within sixty (60) days of the original petition's filing date.
2. The Hearing Officer shall have a goal of rendering a decision within sixty (60) days after the conclusion of the hearing or the close of the record, whichever is later. The decision shall be issued in writing.
3. The decision of the examiner shall be based entirely on evidence placed into the record.

E. A Hearing Officer may order a rent adjustment as restitution for any overcharges or undercharges due, subject to guidelines set out in the regulations. Restitution may only be awarded for rent overpayments made within three years prior to the petition being filed and, for awards for decreased housing service, shall be limited to the period of time when the owner knew or should have known about the decreased housing service.

F. Administrative Decisions.

1. Notwithstanding the acceptance of a petition or response by the Rent Adjustment Program, if any of the following conditions exist, a hearing may not be scheduled and a Hearing Officer may issue a decision without a hearing:
 - a. The petition or response forms have not been properly completed or submitted;
 - b. The petition or response forms have not been filed in a timely manner;
 - c. The required prerequisites to filing a petition or response have not been met;
 - d. A certificate of exemption was previously issued and is not challenged by the tenant; or
 - e. The petition and response forms raise no genuine dispute as to any material fact, and the petition may be decided as a matter of law.
2. A notice regarding the parties' appeal rights will accompany any decision issued administratively. Appeals are governed by Section 8.22.120.

G. Should the petitioner fail to appear at the designated hearing, the Hearing Officer may dismiss the petition.

; and be it

FURTHER RESOLVED: That the Housing, Residential Rent and Relocation Board further recommends the City Council include a “grandparenting” clause in the ordinance so that

the time limit changes to Oakland Municipal Code section 8.22.090 do not apply to violations alleged to have occurred more than ninety (90) days prior to the effective date of the ordinance; and be it

FURTHER RESOLVED: That Rent Board Member John deBoer is authorized to speak in support of this resolution before the City Council and its committees.

APPROVED BY THE FOLLOWING VOTE:

AYES: BRODFUEHRER, DEBOER, JACKSON, WILLIAMS, AND VICE CHAIR
OSHINUGA

NOES:

ABSENCES:

ABSTENTIONS:

Date: November 14, 2024

ATTEST: *Nyila Webb*
NYILA WEBB
Rent Adjustment Program

APPROVED AS TO FORM AND LEGALITY



CITY ATTORNEY'S OFFICE

CITY OF OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

RESOLUTION NO. _____ C.M.S.

INTRODUCED BY MEMBER DENARD INGRAM

**RESOLUTION WITHDRAWING RECOMMENDATION OF
AMENDMENT OF THE RENT ADJUSTMENT ORDINANCE TO ALLOW
THE HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO
ADOPT OR AMEND THE RENT ADJUSTMENT PROGRAM
REGULATIONS WITHOUT CITY COUNCIL APPROVAL**

WHEREAS, the Housing, Residential Rent and Relocation Board (“Board”) may make recommendations to the City Council or appropriate City Council committee pertaining to Chapter 8.22 of the Oakland Municipal Code (“O.M.C.”) or City housing policy when requested to do so by the City Council or when the Board otherwise acts to do so, pursuant to O.M.C. 8.22.040 D.4 of the Residential Rent Adjustment Program Ordinance; and

WHEREAS, O.M.C. 8.22.040 D.2 provides that the Board may develop or amend the regulations implementing the Rent Ordinance, subject to City Council approval; and

WHEREAS, at its June 13, 2024, meeting, the Board unanimously adopted a resolution recommending that the City Council amend O.M.C. 8.22.040 D.2 to allow the Board to adopt or amend the Rent Adjustment Program Regulations without Council approval; and

WHEREAS, at its October 23, 2025, meeting, the Board adopted a resolution superseding the resolution adopted on June 13, 2024, while still recommending the City Council amend O.M.C. 8.22.040 D.2 to allow the Board to adopt or amend the Rent Adjustment Program Regulations without Council approval; and

WHEREAS, the superseding recommendation utilized revised drafting for the proposed amendment to O.M.C. 8.22.040 that was provided by the Office of the City Attorney for clarity, while still producing the same result as the previous recommended amendment approved by the Board; and

WHEREAS, the Board wishes to reconsider the intended efficiency of the proposed recommendations; now, therefore, be it

000257

RESOLVED: That the Housing, Residential Rent and Relocation Board withdraws the recommendation to amend O.M.C. 8.22.040 D.2.

APPROVED BY THE FOLLOWING VOTE:

AYES: BRODFUEHRER, INGRAM, JACKSON, MUÑOZ RAMOS, OSHINUGA,
SAMATI, AND CHAIR CUCULLUM

NOES:

ABSENT:

ABSTENTION:

ATTEST: _____
NYILA WEBB
Rent Adjustment Program

3445962v1/OL



AGENDA REPORT

TO: Jestin D. Johnson
City Administrator

FROM: Emily Weinstein
Director of Housing and
Community Development

SUBJECT: RAP Annual Report FY 2024-25

DATE: September 22, 2025

City Administrator Approval

Date:

RECOMMENDATION

Staff Recommends That The City Council Receive And File The Annual Report Of The Rent Adjustment Program For Fiscal Year 2024-25.

EXECUTIVE SUMMARY

This informational report is an annual report to the City Council regarding the City of Oakland (City) Rent Adjustment Program (RAP) as required by Oakland Municipal Code (OMC) Section 8.22.250.A. This OMC section requires that RAP provide information to the City Council on enumerated topics, which are detailed in the section at the end of this report entitled “Program Status.” This report also includes important RAP updates on topics such as improved operational structure, strategic priorities, highlights and achievements, and RAP financial reporting.

In the “Strategic Priorities” section, this report focuses on RAP’s recent efforts to: provide increased in-person support for tenants and property owners, strengthen RAP’s fiscal sustainability, and increase compliance with RAP requirements.

The last RAP Annual Report presented to the City Council covered July 1, 2022 through June 30, 2024, and was presented to the City Council in January 2025. This current report covers July 1, 2024 through June 30, 2025, or fiscal year (FY) 2024-25.

BACKGROUND / LEGISLATIVE HISTORY

In 1980, the City Council passed its first rent control ordinance which established the Housing, Residential Rent Arbitration and Relocation Board (Rent Board) (Oakland No. 9980 CMS) and the Rent Adjustment Program (RAP) (OMC Section 8.22.010 et seq.). Since then, the City Council has amended the Rent Adjustment ordinance several times. The ordinance regulates rent increases in Oakland for approximately 43,000 residential dwelling units. Additionally, in

2002, Oakland voters passed the Just Cause for Eviction ordinance, requiring property owners of buildings constructed more than ten years ago to prove one of the eleven just causes before they may evict a tenant (OMC Section 8.22.300 et seq.).

The RAP and Just Cause for Eviction ordinances respond to a severe housing affordability crisis. Systemic flaws in the region's housing market and in its labor market (i.e., income inequality and low wages), and a lack of a robust social safety net drive housing insecurity, displacement, and homelessness (Carolina Reid, "On the Edge of Homelessness: The Vulnerability of Extremely Low-Income Households in the Bay Area" [Berkeley, CA: Turner Center for Housing Innovation, December 2021]). In addition to these factors, racial and ethnic discrimination creates barriers to housing for residents who are already the most negatively impacted by the affordability crisis and the regional housing and labor markets. Strong and effective regulation through the RAP and Just Cause for Eviction ordinances mitigates these complex market pressures, stabilizes rents, preserves community diversity, prevents illegal rent increases and evictions, and encourages investment in rental property in Oakland by assuring fair and adequate rents.

RAP's mission statement is as follows:

RAP is committed to assisting both property owners and tenants to promote a stable housing market, prevent unjustified rent increases and evictions, encourage investment, and sustain a diverse community.

RAP Organizational Structure

RAP is a 30-staff team in the City's Department of Housing & Community Development (HCD). Currently, there are 9 vacancies; those vacancies include 3 (out of the approved 7) Hearing Officers positions. RAP is divided into four units as follows:

- The **Community Engagement & Enforcement Unit** provides comprehensive counseling services primarily via telephone and email, and in-person services by appointment. RAP Housing Counselors are available to answer tenant and property owner questions. The unit holds workshops for tenants and property owners and managers.
- The **Hearings Unit** is RAP's quasi-judicial body. The unit holds mediations and administrative hearings and adjudicates and resolves disputes between tenants and property owners over rent increases, conditions of the property, and other issues relating to tenancies by enforcing various local rental housing ordinances and regulations.
- The **Administration & Policy Unit** is responsible for providing leadership and management of RAP. The unit works with elected officials, other City departments, and other key stakeholders. The unit is also responsible for office administration, staffing meetings of the Rent Board, conducting research and analysis, and producing reports.
- The **Rent Registry Unit** is responsible for the implementation of RAP's rent registry program, which was launched in spring of 2023. The unit informs property owners of the

annual registration requirements and supports compliance through regular outreach and technical assistance, including targeted mailings, regular online counseling sessions and workshops, and in-person services. The unit maintains the rent registry database and provides regular reports as needed.

ANALYSIS AND POLICY ALTERNATIVES

The information that is being presented will help to continue advancing the City's Housing, Economic, and Cultural Security Priority by informing the City Council and the public about the RAP's strategic priorities, highlights and achievements financial reporting and program status, each discussed below.

STRATEGIC PRIORITIES

RAP focused on increasing in-person services, strengthening RAP's fiscal sustainability, and improving compliance with RAP requirements.

1. Increasing In-Person Services

RAP has implemented a return to in-person services to better support the community of property owners and tenants who seek RAP's help. Since mid-April 2025, RAP has partnered with other colleagues in the Community Development Division of HCD to staff the Housing Resource Desk on the ground floor of 250 Frank H. Ogawa Plaza to provide housing-related information and resources to members of the public. Additionally, RAP's Housing Counselors are available for in-person appointments on the second floor during the time the Housing Resource Desk is open (Tuesdays and Thursdays from 10 am to 12 pm, and 1 pm to 3 pm).

Housing Resource Desk staff assist an average of 30 people per month with questions or resources related to housing. Additionally, community members are assisted with referrals for questions related to other City functions, such as parking, planning and building, and business tax.

2. Strengthening RAP's Fiscal Sustainability

RAP is charged with implementation of the Rent Adjustment and Just Cause for Eviction ordinances. Since the adoption of the Rent Adjustment ordinance in 1980, RAP's responsibilities have expanded considerably. Two of the most significant amendments to the laws and expansion of RAP's jurisdiction were adopted in 2022: the Rent Registry ordinance, which requires RAP to collect and maintain information about nearly 100,000 covered units, and Measure V, which expanded the universe of rental units covered under the Just Cause for Eviction ordinance.

Despite the increased responsibilities, the cost-recovery fee for RAP had not been increased since 2019. As a result, RAP operated at a fiscal deficit since FY 2020-21 and, at the end of FY 2023-24, the RAP Fund had a negative fund balance of nearly \$1 million.

In June 2025, with unanimous support from the Rent Board and considerable support from key stakeholders in the community, the City Council approved an annual per-unit RAP fee increase from \$101 to \$137. The Business Tax Office will be collecting the RAP fee at the new rate beginning on January 1, 2026.

This fee increase was a critical part of RAP's multipronged strategy to ensure it can provide the full level of services necessary to fully implement the City's rental housing laws. In addition to the fee increase, RAP is also: collaborating with the Finance Department's Revenue Management Bureau on improving revenue collection to fully recover costs and thereby preserving other HCD sources that are currently being used to cover RAP costs; right-sizing non-HCD costs allocated to the RAP Fund; and controlling costs to the maximum extent possible.

3. Improving Compliance with Program Requirements

In addition to improving compliance with RAP Fee payment through collaboration with the Revenue Management Bureau, which is responsible for RAP Fee collection as part of its business tax collection, RAP also prioritized other efforts to improve compliance with program requirements.

Rent Adjustment and Just Cause ordinance amendments passed by City Council on Dec 17, 2024 prohibit covered property owners from issuing a rent increase or evicting a tenant pursuant to a no-fault eviction if they are delinquent on business taxes.

Additionally, the Rent Registry Unit continued to proactively support property owners to comply with rent registration requirements, especially during the annual registration renewal period. In the January-February 2025 renewal period, RAP hosted five "Rent Registration in Oakland" workshops to provide information on requirements for owner compliance; more than 100 participants attended the workshops. During that renewal period, RAP also hosted weekly "Live Counseling" sessions to assist owners in renewing their properties' registration and offered monthly sessions during the rest of the year. A total of 253 participants attended the counseling sessions during the year. During the renewal period, RAP also offered in-person registration assistance twice weekly at 250 Frank H. Ogawa Plaza, serving approximately 353 community members – most of whom were older property owners or owners whose primary language is not English.

Through a contract with HCD to help small property owners in RAP proceedings, the East Bay Rental Housing Association (EBRHA) also assisted small property owners to drive compliance with the City's rental housing and tax laws, including registration, RAP Fee, and business tax obligations.

HIGHLIGHTS AND ACHIEVEMENTS

In addition to successfully implementing the strategic priorities above, the following RAP highlights and achievements are worthy of note:

1. Community Engagement

RAP's Community Engagement & Education Unit provided extensive support and outreach to property owners and tenants during the reporting period. Some of this unit's key accomplishments were:

- **Community Workshops:** Facilitated 14 workshops for tenants and property owners. Topics included: rent increases and recent updates to the RAP and Just Cause for Eviction ordinances. Workshops included three with Cantonese and Spanish interpretation and were attended by a total of 325 community members.
- **Counseling Sessions:** Provided counseling to **4,159 community members** (see **Tables 1 and 2** below). The top three zip codes served were: 94606, 94610, and 94607. The top five topics discussed were: rent increases, the just cause ordinance, eviction notices, decreased housing services, and lease agreements.

Table 1. Counseling Sessions FY 2024-25.

	July 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	April 2025	May 2025	June 2025	TOTAL
Tenants	185	202	186	240	161	225	205	207	205	219	150	164	2,349
Prop Owners	146	164	74	110	85	62	135	135	116	79	85	88	1,279
Other	0	20	54	68	67	38	53	54	61	37	51	28	531
Total contacts	331	386	314	418	313	325	393	396	382	335	286	280	4,159

Table 2. Counseling Sessions Year-to-Year Comparison

	FY 2022-23	FY 2023-24	FY 2024/-5
Tenants	1632	1386	2349
Property Owners	1442	1089	1279
Other	775	803	531
Total contacts	3,849	3,278	4,159

2. Contracts for Community-Based Legal Services

During the reporting period, RAP had in place the following representation services agreements:

Centro Legal de la Raza (Centro): On September 19, 2023, Council authorized a contract with Centro for the provision **of representation services to low- and moderate-income tenants** at RAP petition proceedings and Rent Board appeal proceedings in the amount of \$250,000 from October 1, 2023 through September 30, 2024, renewable at the City Administrator's option for one additional 12-month term not to exceed \$250,000 from October 1, 2024 through September 30, 2025.

From July 1, 2024 through June 30, 2025, Centro performed the following activities:

- **RAP Direct Referrals:** RAP referred 73 tenant households to Centro for various RAP-related and non-RAP-related matters, as Centro was able to leverage both this contract and other sources, such as HCD-funded Oakland Housing Secure (eviction prevention legal and financial assistance). These referrals are critical in connecting Oakland's most vulnerable tenants to legal and financial help.
- **Case Assessment:** Centro assessed 248 legal service requests. Centro assessed these cases for eligibility for RAP-related legal services. Centro assesses whether tenants' dwelling units are covered by the Rent Adjustment ordinance, whether any rent increases tenants have received are valid under the ordinance, and whether tenants can pursue a RAP petition for issues including reduction in services for habitability issues, invalid rent increases, and more. In some instances, tenants were not covered by the Rent Adjustment ordinance. In others, tenants were covered, but property owners had served valid rent increase notices. In others, tenants had claims under RAP that they chose not to pursue for many reasons specific to their situations, including a desire to move or simply wanting to explore other options first. In all instances, Centro provided comprehensive advice about the tenant's rights and options under the Rent Adjustment ordinance.
- **RAP Petitions:** Centro closed 14 RAP petition representation cases and is currently representing tenants in 18 petition cases. Of the 14 RAP petition cases closed: 50% of tenants faced a rent increase; 36% of tenants experienced unfair or illegal behavior from a landlord, and 29% of tenants were living in a unit that required repairs necessary for health or safety.
- **Demographic Data:** Of the 14 RAP petition cases closed:
 - 64% of tenants were Hispanic/Latinx
 - 21% of tenants were Black/African American
 - 79% of tenants were extremely low-income (at or below 30% area median income [AMI])
 - 71% of tenants were female

East Bay Rental Housing Association (EBRHA): On June 20, 2023, Council authorized a contract with EBRHA for the provision of representation services to small property owners at RAP petition proceedings and Rent Board appeal proceedings in the amount of \$150,000 from

July 1, 2023 through August 31, 2024 (Resolution No. 89790¹). Small property owners are defined as those who own a total of eight or fewer residential dwelling units (in Oakland and elsewhere) and who have a total household income at or below 100% AMI. The contract was extended through March 2025 although contract funding was exhausted in December 2024. Between July 1, 2024 and December 31, 2024, EBRHA provided 56 webinars and meetings promoting the SPORS program. EBRHA also promoted the SPORS program via social media channels, email, and Short Message Service (SMS), and ad placement in newsletters and monthly magazines. EBRHA also performed the following activities under their Small Property Owner Representation Services (SPORS) program as shown in **Tables 3 and 4**.

Table 3. EBRHA Activities FY 2024-25

Services Provided to Qualified Applicants	Number of Qualified Applicants Served	Percentage of Services
RAP general compliance support (RAP fees, rent registration, business tax, etc.)	28	42%
General housing and RAP petition process education	16	24%
RAP filing, petition, hearing and mediation direct support (readiness/preparation)	19	29%
Attorney referral assistance	3	5%
TOTAL	66	100%

Table 4. Demographic data for 66 property owners to whom EBRHA provided services

Data Point	Number and Percentage	
Oakland resident	Oakland residents	54 (82%)
	Non-Oakland residents	12 (18%)
Number of units own/operate in Oakland	One	19 (29%)
	Two-four	35 (54%)
	Five-eight	12 (18%)
Gender	Male	40 (61%)
	Female	21 (32%)
	Unknown	5 (7%)
Ethnicity	White	9 (14%)
	Unknown	57 (86%)

3. Technological Improvements

¹ <https://oakland.legistar.com/LegislationDetail.aspx?ID=6185257&GUID=4391A8E7-E664-48BB-BB1B-A6A0377F8962&G=undefined>

During the reporting period, RAP made the following technological improvements:

RAP Client Management Portal

Enhanced the portal by adding workflows to include the Housing Resource Desk, improving integration and service delivery across RAP units.

RAP Appointment Portal

Developed an online appointment scheduling portal to improve access for tenants and property owners seeking RAP services.

RAP Digitization – Hearing Decisions & Orders

Digitized on a public portal, the hearing decisions and orders to ensure transparency and compliance with Measure JJ.

RAP Petition Application Workflow Enhancements

Improved internal workflows to align with the Efficiency Ordinance, streamlining operations, and reducing delays.

Important Note on RAP Rent Registry Change

RAP will be working with the rent registry vendor to display both the “Initial Rent” and “Current Rent” fields in the public search of the website.

The rent registry’s public search function has been available since November 2024. This function allows any member of the public to search for a property by address or Assessor Parcel Number (APN) to see registration status and to see a list of units that have been registered for that property. The current unit information fields available to the public are the following:

- Address
- APN
- Number of Units
- Property Status (indicating whether or not the property’s registration has been completed)
- Unit Address and Unit Number
- Occupancy Type (i.e., tenant, owner, manager, etc.)
- Occupancy Start Date, and
- Date of Most Recent Rent Increase

Missing from the public search is data for individual units’ initial rent and current rent, which owners are required to report annually in the rent registry. The public information tool does allow users to request additional information, which is provided by RAP staff via email upon request.

The public search function has been designed in this way not due to any limitation of the Rent Adjustment ordinance, but because when the City Council was considering passage of the Rent Registry ordinance in June 2022, RAP staff stated that individual rent information would not be

displayed via the web in a public search. This statement reflected RAP's initial belief that the design of the rent registry would allow property owners and tenants to log in to the rent registry and access their individual rent information directly using a login and password. During development, however, it became clear that although this approach was workable for property owners, it was not workable for tenants due to the difficulty in user verification.

As a result, since the launch of the rent registry, only rental property owners have been able to directly access individual rent information online as part of their accounts.

The cost of this approach is that tenants themselves cannot easily check online the rents that are reported by the owner of their rental property. They instead must request this information, placing a barrier between reported information and the person it directly affects – and who also happens to be the same person who can verify that information reported by the owner/manager is accurate. Since the launch of the online search, staff has received 502 tenant requests for unit information through the public portal. This shows that the unit information request function is not serving a significant number of tenants. It also contrasts with the practice of neighboring rent control jurisdiction Berkeley, which provides both initial rent and rent ceiling data on its publicly accessible rent registry lookup tool, and with Santa Monica, which provides rent ceiling data for individual units.

For these reasons, RAP will be working with the rent registry vendor to display both the "Initial Rent" and "Current Rent" fields in the public search of the website. This will allow any member of the public – and most critically tenants in the registered units – to see registered rent data. (Note that RAP is proposing lookup access only to initial and current rent, and would not display any information related to ownership, services, rent increase, or individual tenants.) It is anticipated that by allowing easier online access to registered rent information, RAP will also provide the additional advantage of ensuring that owners carefully and accurately report rent data.

FINANCIAL REPORTING

Table 5 provides the actual revenue and expenditures for FY 2021-22 through FY 2024-25.²

Table 5. FY 2024-25 Revenues and Expenditures

	ACTUAL FY 2021-22	ACTUAL FY 2022-23	ACTUAL FY 2023-24³	ACTUAL FY 2024-25
Beginning Fund Balance	4,749,956.68	2,826,101.45	1,095,130.56	(1,047,247.61)
REVENUES				

² At the time of this report being pulled, the City's book for FYE 6/30/2025 is still open. Final numbers for FY2024-25 may differ upon closure.

³ FY 2023-24 numbers have been updated from the pre-year-end-closure figures previously listed in the 2023-24 RAP report to the final audited numbers.

Interest: Investment	10,080.07	17,824.32		(65,049.27)
Other Fees: Misc (RAP Annual Service Fee)	7,485,270.39	7,769,412.92	8,228,392.80	10,202,717.22
Delinquency Penalties	(31.85)	63.70		
Unrealized Gain/(Loss)	(39,804.22)	31,766.28	8,140.31	778.06
Total Revenues	7,455,514.39	7,819,067.22	8,236,533.11	10,138,446.01
Total Available Financing (Revenue + Fund Balance)	12,205,471.07	10,645,168.67	9,331,663.67	9,091,198.40
EXPENDITURES				
Salaries and Employee Benefits	7,215,324.46	7,220,239.12	8,559,530.43	7,165,756.45
Office Supplies	21,455.98	34,536.88	65,000.24	21,185.68
Non-contractual Services Expenditures (e.g., Phone and Advertisement Services)	103,604.54	94,815.11	204,031.16	45,847.67
Contract Expenditures	366,857.79	412,476.40	349,230.06	446,426.46
Travel and Education	42,086.52	41,406.95	38,571.57	42,257.43
City Internal Services (e.g., IT and Facilities)	468,158.00	492,602.00	472,463.00	871,704
Bank and Credit Card	59,331.06	36,724.67	62,279.04	67,654.48
Central Services Overhead (CSO)	639,050.27	640,693.98	216,196.36	0
Operating Transfer (Citywide Insurance Cost Allocation)	463,501.00	509,378.00	292,779.00	199,128
Other Refunds (Fees Collected from Non-covered RAP Units)		67,165.00	118,884.42	231,238.23
Total Expenditures	9,379,369.62	9,550,038.11	10,378,911.28	9,091,198.40
Surplus/(Deficit)	2,826,101.45	1,095,130.56	(1,047,247.61)	0
FUND BALANCE				
Net Gain/(Loss)	(1,923,855.23)	(1,730,970.89)	(2,147,378.17)	1,047,247.61
Beginning Fund Balance	4,749,956.68	2,826,101.45	1,095,130.56	(1,047,247.61)

Ending Fund Balance	2,826,101.45	1,095,130.56	(1,047,247.61)	0
---------------------	--------------	--------------	----------------	---

Rental property owners covered by RAP are charged an annual fee in conformance with the Rent Program Fee ordinance (OMC Section 8.22.500 et seq.). The rate was \$68 per unit prior to FY 2019-20 and increased to \$101 thereafter. As a result, RAP revenue increased from \$6.92M in FY 2018-19 to \$7.46M in FY 2021-22. The spike in revenue in FY 2020-21 is attributable both to the fee increase and the Business Tax Office instituting the linking of business tax and RAP fee in its revenue realization process. At the same time, Fund-wide expenditures increased from \$5.64M in FY 2018-19 to \$9.38M in FY 2021-22. The Fund suffered a deficit in FY 2019-20, FY 2021-22, and FY 2022-23.

Table 6 below summarizes the results of RAP’s annual fiscal activities in FY 2017-18 through FY 2024-25.

Table 6. RAP Fund Financials by Year

RAP Fund-wide Financials (in millions)	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Revenues	5.21	6.92	8.04	10.95	7.46	7.82	8.24	10.14 ⁴
Expenditures	-4.43	-5.64	-8.21	-9.22	-9.38	-9.55	-10.38	-9.09
Surplus / (Deficit)	0.78	1.28	-0.17	1.73	-1.92	-1.73	-2.14	1.05
FYE Fund Balance	1.9	3.18	3.02	4.75	2.83	1.1	-1.05	0

Table 7 provides the percentage of RAP revenues covering expenditures not within HCD, such as City Attorney costs.

Table 7. Percentage of RAP Revenue Covering Non-HCD Expenditures

Category	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
-----------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------

⁴ A spike in revenue collection in FY 2020-21 and FY 2024-25 can be explained by when revenue is received in the Revenue Bureau’s system, which is different from when it is recorded in Oracle which the numbers in this report are based on. Thus, it can be assumed that about \$9.2M was collected in average during the FYs 2023-24 and 2024-25.

Non-HCD Expenditures - in millions	1.66	2.06	2.86	3.37	3.64	3.57	2.59	1.29
Revenues - in millions	5.21	6.92	8.04	10.95	7.46	7.82	8.24	10.14
% of RAP Revenues Covering Non-HCD Expenditures	32%	30%	36%	31%	49%	46%	31%	13%

RAP's expenses have increased in recent years because of increased mandated responsibilities. Most significantly, in 2019, City Council directed a shift for RAP from a passive enforcement model to an active enforcement model and, in 2022, City Council adopted the Rent Registry Ordinance and Oakland voters passed Measure V.

RAP has operated at a financial deficit since FY 2020-21 and at Fiscal Year End (FYE) 2023-24 the RAP Fund (2413) had a negative fund balance of nearly \$1 million. To balance RAP's budget during the FY 2024-25 midcycle budget process, HCD worked with the City Administrator's Office and the Finance Department to reduce the non-HCD costs allocated to the RAP Fund. These costs include, for example, legal services from the City Attorney's Office and revenue collection services from the Finance Department. While necessary as a budgetary strategy, those reductions in non-HCD costs meant reductions in, for example, RAP's ability to efficiently and effectively manage the petition appeal process.

During the past two years, to address the RAP Fund deficit, the City has taken the following actions:

- reduced the number of non-HCD positions allocated to the RAP Fund;
- reduced HCD operation and maintenance costs;
- reduced HCD staffing costs by temporarily freezing five positions; and,
- Working in collaboration with the Business Tax Office to increase revenue through coordinated revenue realization efforts to collect delinquent RAP fee payments and penalties.

Also, to help address the RAP Fund deficit and to fully implement the City's rental housing laws, with the support of many stakeholders, the City Council authorized an increase of the annual per-unit RAP Fee from \$101 to \$137 for the FY 2025-26 on June 17, 2025. As a result, the City expects to see an increase in revenue of about \$2.5M to 2.8M beginning in January 2026 when the city will start collecting the fee at this new rate.

PROGRAM STATUS

1. Rent Board Vacancies

The Rent Board is a quasi-judicial body that hears appeals of RAP Hearing Officer decisions and enacts regulations and policies to further the administration of the Just Cause for Eviction

ordinance. The Rent Board does not enact regulations and policies for the Rent Adjustment ordinance. The Rent Board is composed of seven full members and seven alternate members appointed by the Mayor and confirmed by City Council. The following **Table 8** shows the composition, including vacancies, of the Rent Board at the beginning and end of FY 2022-23, and the end of FY 2023-24.

Table 8. Rent Board Members

Category	Designation	Rent Board Members as of 6/30/24	Rent Board Members as of 6/30/25
Property Owner	Regular Member	Kara Brodfuehrer	Kara Brodfuehrer
	Regular Member	Chris Jackson	Chris Jackson
	Alternate	<i>Vacant</i>	<i>Vacant</i>
	Alternate	<i>Vacant</i>	<i>Vacant</i>
Tenant	Regular Member	John DeBoer	Cinthya Munoz Ramos
	Regular Member	DeSeana Williams	Denard Ingram
	Alternate	Merika Goolsby	Merika Goolsby
	Alternate	<i>Vacant</i>	<i>Vacant</i>
Undesignated	Regular Member	<i>Vacant</i>	Martina Cucullu Lim
	Regular Member	Charles Oshinuga	Charles Oshinuga
	Regular Member	<i>Vacant</i>	Ravahn Samati
	Alternate	<i>Vacant</i>	<i>Vacant</i>
	Alternate	<i>Vacant</i>	<i>Vacant</i>

2. Rent Board Meeting Cancellations

The Rent Board is scheduled to meet twice a month. The Rent Board had seven meeting cancellations in FY 2024-25, including five for lack of quorum, one for party request for continuance, and one for missing petitioner documents. Despite the meetings cancelled for lack of quorum, RAP staff and the Rent Board have managed appeals so that there has not been a backlog. In addition, RAP staff continues to diligently alert the Mayor's Office of vacancies to ensure Rent Board seats are timely filled.

3. Statistics on the Number and Types of Petitions Filed and Outcomes

In FY 2024-25, RAP received 328 petitions, an increase of 66 from the previous fiscal year. **Table 9** shows the number of petitions over time, **Table 10** shows the petition grounds in FY 2024-25, and **Table 11** shows the number of petitions resolved in FY 2024-25.

Table 9. Number of Petitions Filed in FY 2018- FY 2024

Fiscal Year	Tenant Petitions	Property Owner Petitions	Total Petitions Filed
-------------	------------------	--------------------------	-----------------------

2018/19	494	246	740
2019/20	490	301	791
2020/21	226	110	336
2021/22	228	79	307
2022/23	176	55	231
2023/24	184	79	262
2024/25	238	90	328*

* Note that three types of filed petitions are not captured in this total: mediation, extension of time and determination of protected status. Those three categories include 26 additional petitions handled by RAP in FY 2024-25.

Table 10. Petition Grounds in FY 2024-25

	Petition Grounds	Number
Tenant	Allowable amount	74
	Capital improvements (cost pass through)	5
	Code violation	18
	Contesting an exemption	16
	Decreased housing services	156
	Notice to tenants: failure to provide	71
	Rent initiation	7
	Unlawfully charged	34
Property Owner	Additional occupant	2
	Banking	23
	Capital improvements (cost pass through)	38
	Exemption: new construction	9
	Exemption: SFH or Condo (Costa Hawkins)	0
	Extension of time	12
	Fair return	8
	Increased housing services	5
	Tenant not residing in unit as principal residence	0
	Uninsured repair costs	4

Table 11. Petition Outcomes FY 2024-25

Outcome	Number resolved
Administrative Decision	37
Involuntary Dismissal	24
Voluntary Dismissal	40
Settlement Agreement (via Mediation or Settlement Conference)	47
Hearing Decision Issued	64

Total	212
-------	-----

4. Timeliness of Petition Hearings and Appeals

For cases heard in FY 2024-25, the average time between petition filing and a case being heard was 4.5 months.

For appeals heard in FY 2024-25, the average time between an appeal being filed and the appeal being heard was 4.5 months.

5. Statistics on Numbers and Types of Eviction Notices Filed Pursuant to the Just Cause for Eviction Ordinance

The Just Cause for Eviction ordinance requires property owners to file with RAP a copy of any notice to terminate tenancy (“eviction notice”) served to a resident of a covered unit within ten days of service. Note that this notice is required to be served prior to any unlawful detainer (eviction) filing with the court – and not all notices to terminate tenancy ultimately result in an actual eviction filing. HCD does not track the full progression of the eviction process. **Table 12** provides the total number of eviction notices received over time, **Table 13** shows the FY 2024-25 eviction notices by zip code, and **Table 14** shows 2024-25 eviction notices by stated reason.

Table 12. Total Eviction Notices Received Over Time

Fiscal Year	Number of Notices Received
2018/19	6,714
2019/20	4,696
2020/21	881
2021/22	807
2022/23	719
2023/24	5,515
2024/25	5,042

Table 13. FY 2024-25 Eviction Notices By Zip Code

Zip Code	Total
94601	393
94602	172
94603	299
94605	412
94606	734
94607	622

94608	158
94609	252
94610	352
94611	145
94612	1061
94618	30
94619	101
94621	311

Table 14. FY 2024-25 Eviction Notices by Stated Reason

Stated Reason for Eviction	Total	Percentage
Failure to Pay Rent	4539	90%
Disorderly Conduct	83	1.6%
Rental Agreement Violation	284	5.6%
Damage to Property	26	0.5%
Ellis Act	10	0.2%
Using Rental Property for Illegal Purposes	20	0.4%
Repairs to Unit	7	0.1%
Property Exempt	11	0.2%
Owner Re-Occupancy	12	0.2%
Owner or Relative Move In	24	0.5%
Denial to Access Rental Unit	12	0.2%
Illegal Unit	0	0.0%

6. Number and Type of “Covered Units”

RAP estimates that there are approximately 36,234 rental “covered units” as that term is defined by OMC section 8.22.020⁵. This estimate is based on a variety of data sources including the American Community Survey, Oakland Housing Authority (OHA), HCD, and calculated by using the following figures:

Total rental units:	104,144
Single-family detached and one-unit attached:	(27,261)
Mobile homes and boats:	(1,604)

⁵ “Covered Unit” means any dwelling unit, including joint living and work quarters, and all housing services located in Oakland and used or occupied in consideration of payment of rent with the exception of those units designated in Section [8.22.030](#) A. as exempt. “Covered Unit” includes a vehicular residential facility, as defined in Oakland Planning Code Section 17.10.700, rented or offered for rent for living or dwelling purposes, whether rent is paid for the recreational vehicle and the lot upon which it is located, or rent is paid for the lot alone.”

Assisted housing (privately owned, subsidized):	(10,600)
Public housing (OHA-owned):	(1,606)
Oak. Aff. Housing Preservation Initiatives units:	(1,539)
Units built 1983-2016 (non-subsidized):	(12,300)
Voucher-subsidized:	(13,000)
Total covered units:	36,234

Note that above numbers represent a decrease of approximately 6,000 covered units from the numbers calculated in FY 2019-20. The most significant changes in that time period were: (1) an increase in the total number of rental units from 95,994 to 104,144; and (2) an increase in the number of voucher-subsidized units from 6,437 to 13,000.

FISCAL IMPACT

There is no fiscal impact related to this Informational Report.

PUBLIC OUTREACH / INTEREST

Extensive public outreach was carried out by RAP in the reporting period, particularly in the context of the RAP Fee increase. Through email communications, RAP informed property owner and tenant organizations such as Centro Legal de la Raza, Eviction Defense Center, the Oakland Tenants Union, and In It Together about this report.

COORDINATION

The Finance Department contributed to this report.

SUSTAINABLE OPPORTUNITIES

Economic: RAP's important work, which is described in this informational report, involves the implementation and enforcement of rent-related ordinances that the City has adopted to stabilize rents for most of Oakland's tenants and protect most all of Oakland's tenants from unjust evictions.

Environmental: RAP's work, which is described in this informational report, helps mitigate adverse environmental impacts of poor-quality rental housing through resolving petitions involving code violations and lack of maintenance, uncovering health and safety hazards in the process of its execution and, in turn, encouraging cohesion and vested interest of owners and tenants in healthy homes and neighborhoods.

Race & Equity: RAP's work, which is described in this informational report, includes implementing and enforcing the rent-related laws that the City has adopted to preserve vibrant

and diverse neighborhoods and communities through stemming displacement and preventing homelessness, both of which disproportionately impact low-income people of color. RAP works to ensure that low- and moderate-income tenants, the majority of which are Black and other people of color in Oakland, can access safe, affordable, and healthy housing.

ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends That The City Council Receive And File The Annual Report Of The Rent Adjustment Program For Fiscal Year 2024-25.

For questions regarding this report, please contact Victor Ramirez, Rent Adjustment Program Director, at 510-238-3220, VRamirez@oaklandca.gov.

Respectfully submitted,

Emily Weinstein

EMILY WEINSTEIN

Director, Department of Housing and
Community Development

Reviewed by:
Hugo Ramírez, Deputy Director
of Community Development, Department of
Housing and Community Development

Prepared by:
Victor Ramírez,
Program Manager, Rent Adjustment Program,
Department of Housing and Community
Development

Signature: 
Emily Weinstein (Oct 2, 2025 11:05:47 PDT)
Email: EWeinstein@oaklandca.gov

CED Committee
October 14, 2025

000268