

**HOUSING, RESIDENTIAL RENT AND RELOCATION  
BOARD  
FULL BOARD REGULAR MEETING  
September 25, 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: **September 25, 2025 06:00 PM Pacific Time (US and Canada)**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86770861981>

**Meeting ID:** 867 7086 1981

**One tap mobile:** +16699009128, 86770861981# US (San Jose), +16694449171, 86770861981# US

**Or by telephone:** +1 669 900 9128 US (San Jose), +1 669 444 9171 US, +1 719 359 4580 US, +1 253 205 0468 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 689 278 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:** 867 7086 1981

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**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](mailto:hearingsunit@oaklandca.gov)

## **HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD MEETING**

### **1. CALL TO ORDER**

### **2. ROLL CALL**

### **3. PUBLIC COMMENT**

- a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.

### **4. CONSENT ITEMS**

- a. Approval of Board Minutes, 09/11/2025 (pp. 4-7)

### **5. APPEALS\***

- a. L24-0061, Dang v. Tenants (pp. 8-149)

### **6. INFORMATION AND ANNOUNCEMENTS**

- a. 2025 Encampment Abatement Policy (pp. 150-161)

### **7. NEW BOARD BUSINESS**

### **8. SCHEDULING AND REPORTS**

### **9. OPEN FORUM**

- a. Comments from the public on all items will be taken at this time.

### **10. ADJOURNMENT**

*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](mailto:RAP@oaklandca.gov) or via phone at (510) 238-3721. California relay service at 711 can also be used for disability-related accommodations.

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



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

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

**September 11, 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 6:06 PM.

**2. ROLL CALL**

<b>MEMBER</b>	<b>STATUS</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>EXCUSED</b>
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.			

*\*Member Munos Ramos arrived at 6:25pm.*

**Staff Present**

Kent Qian  
Linda Moroz  
Nyila Webb

Deputy City Attorney  
Hearing Officer (RAP)  
Administrative Assistant II

### 3. PUBLIC COMMENT

- a. 4 requests submitted online or in person.

### 4. CONSENT ITEMS

- a. Approval of Board Minutes, 08/14/2025:

**Member Brodfuehrer made a motion to approve the minutes from August 14, 2025.  
Vice Chair Samati seconded.**

The Board voted as follows:

**Aye:** K. Brodfuehrer, R. Samati, C. Jackson  
**Nay:** None  
**Abstain:** Chair Cucullu Lim, D. Ingram

The Minutes were approved.

### 5. APPEALS\*

- a. T17-0376 Cordes v. Park

**Appearances at appeal:**

**Owner:** Servando Sandoval  
**Tenant(s):** Carver Cordes  
**Tenant Representative:** David Hall

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 Jackson made a motion to affirm the administrative decision.  
Member Munos Ramos seconded.**

The Board voted as follows:

**Aye:** Chair Cucullu Lim, C. Munoz Ramos, R. Samati, C. Jackson, D. Ingram  
**Nay:** None  
**Abstain:** None

The motion was approved.

## **6. INFORMATION AND ANNOUNCEMENTS**

- a. Discussion of Resources available for the public
- b. Proposal for a meeting or information session focusing on Section 8 housing and related resources.
- c. Discussion regarding the potential termination of the Encampment Emergency Assistance Program (EAP) and its possible effects on individuals experiencing homelessness.

## **7. THE TENANT PROTECTION ORDINANCE (TPO)**

- a. Notice of Tenant Protection Ordinance (pp.950-956 )

The Board discussed key aspects of the TPO, which provides protections for tenants, including rules around rent increases, eviction processes, and tenant rights in Oakland.

## **8. RESOLUTION RECOMMENDING AMENDMENT OF OWNER FILING REQUIREMENTS IN THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ORDINANCE (pp. 957-958)**

- a. Member Ingram proposed the resolution, and the Board discussed potential changes to owner filing requirements under the Residential Rent Adjustment Program (RAP) Ordinance.

**Member Brodfuehrer made a motion to approve the Resolution as written.**

**Chair Cucullu Lim seconded.**

The Board voted as follows:

<b>Aye:</b>	Chair Cucullu Lim, Vice Chair Samati, K. Brodfuehrer, C. Jackson, D. Ingram, C. Munos Ramos
<b>Nay:</b>	None
<b>Abstain:</b>	None

The Motion was approved.

**9. RESOLUTION RECOMMENDING AMENDMENT OF THE RENT ADJUSTMENT ORDINANCE TO ALLOW HEARING OFFICERS TO AWARD RESTITUTION AND MAKE VARIOUS CHANGES TO THE REMEDIES SECTION INCLUDING INCREASING THE DAMAGES REMEDY IN CIVIL ACTIONS AGAINST RESIDENTIAL RENTAL PROPERTY OWNERS (pp. 959-966)**

- a. The Board discussed a resolution proposing amendments to the Rent Adjustment Ordinance, including potential changes to the remedies available to tenants and hearing officers.

**Member Brodfuehrer made a motion to approve the AMEDNED Resolution.  
Member Munoz Ramos seconded.**

The Board voted as follows:

<b>Aye:</b>	Chair Cucullu Lim, Vice Chair Samati, K. Brodfuehrer, C. Jackson, D. Ingram, C. Munos Ramos
<b>Nay:</b>	None
<b>Abstain:</b>	None

The Resolution is approved.

**2. NEW BOARD BUSINESS**

- a. None.

**3. SCHEDULING AND REPORTS**

- a. The Board discussed scheduling and agreed to take a recess in December.
- b. Appeal hearings will continue with two cases per meeting, as there is currently no backlog within the RAP program.

**4. OPEN FORUM**

- a. Three speaker cards was submitted in person and one online.

**5. ADJOURNMENT**

- a. Meeting adjourned at 8:18 pm.

## CHRONOLOGICAL CASE REPORT

Case No.: L24-0061

Case Name: Dang v. Tenants

Property Address: 2230 Lakeshore Ave Oakland, CA 94606

Parties: Owner- Ted Dang  
Tenant Representative- Jimmy Henriquez  
Tenant Unit 2 - Dewey Neal  
Tenant Unit 5 – Olga Milosavlijec  
Tenant Unit 6 – Jae Schneck  
Tenant Unit 7 – Carlos & Glenda Didrickson

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed with Exhibits	September 9, 2024
Unit 6 Jae Schneck Tenant Response filed	October 10, 2024
Unit 7 Carlos & Glenda Didrickson Tenant Response filed	October 18, 2024
Additional Owner Exhibits	February 21, 2025
Hearing Decision Mailed	June 24, 2025
Owner Appeal filed	July 10, 2025
Unit 6 Jae Schneck Tenant Appeal filed	July 14, 2025



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

L24-0061 MA/RC

**PROPERTY OWNER PETITION**

**RECEIVED**

11/12

**Property Address:**

2230 Lakeshore Avenue, Oakland, CA, USA

**Case:**

Petition: 17826

**Date Filed:**

09-09-2024

SEP -9 2024

**RENT ADJUSTMENT PROGRAM  
OAKLAND**

**PARTIES**

Party  
Name  
Address

Representative  
ted dang  
1305 franklin st  
Oakland, 94612

Address  
Mailing Address

1305 franklin st  
Oakland, 94612  
(510) 832-2468  
twd113@aol.com

Party  
Name

Owner  
TED Oakland DANG  
COMMONWEALTH MANAGEMENT INC  
1305 franklin st  
500  
Oakland, 94612

Address

Address  
Mailing Address

1305 franklin st  
500  
Oakland, 94612  
(510) 832-2468  
twd113@aol.com

Party  
Name  
Address  
Address  
Mailing Address

Tenant  
'CARLOS DIDRICKSON  
  
510-444-7589  
DTRIBE510@YAHOO.COM

Party  
Name  
Address  
Address  
Mailing Address

Tenant  
OLGA MILOSAVLIJEC  
  
510-835-2209  
OLGAMILOSAVL@GMAIL.COM

City of Oakland

000009



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

## **PROPERTY OWNER PETITION**

**Property Address:** 2230 Lakeshore Avenue, Oakland, CA, USA  
**Case:** Petition: 17826  
**Date Filed:** 09-09-2024  
**Party** Tenant  
**Name** DEWEY NEAL  
**Address** 2230 Lakeshore Avenue, Oakland, CA,  
USA  
2  
Oakland, CA  
**Address**  
**Mailing Address** (510) 703-6369  
NONE  
**Party** Tenant  
**Name** JAE SCHNECK  
**Address** 2230 Lakeshore Avenue, Oakland, CA,  
USA  
2  
**Address**  
**Mailing Address** (415) 933-2142  
NONE

<b>Total number of units on property</b>	<b>8</b>
<b>Date on which you acquired the building</b>	<b>08-08-2014</b>
<b>Type of units</b>	<b>Apartment, Room or Live-work</b>
<b>Have you (or a previous Owner) given the City of Oakland's form entitled "Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to the tenants in each unit affected by the petition?"</b>	<b>No</b>
<b>On what date was the RAP Notice first given?</b>	
<b>Have you paid your Oakland Business License? The property owner must have a current Oakland Business License. If it is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.)</b>	<b>Yes</b>
<b>Oakland Business License number</b>	<b>00153400</b>





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

## **PROPERTY OWNER PETITION**

**Property Address:** 2230 Lakeshore Avenue, Oakland, CA, USA

**Case:** Petition: 17826

**Date Filed:** 09-09-2024

**Have you paid the Rent Adjustment Program Service Fee (per unit)? The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. Note: If RAP fee is paid on time, the property owner may charge the tenant one half of the per-unit RAP Service fee.** No

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

### **Evidence of registration for all affected cover units**

**Is the subject property exempt from the registration requirement?** No

**On 09-09-2024 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.** I Declare: Yes

**Is property registered online? :** Yes



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## **PROPERTY OWNER PETITION**

**Property Address:** 2230 Lakeshore Avenue, Oakland, CA, USA  
**Case:** Petition: 17826  
**Date Filed:** 09-09-2024

### **Reason(s) for Petition**

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

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

**Capital Improvements**

### **Capital Improvements**

**Number of Residential Units:** 8

**Is Mixed Use** No

### **BUILDING-WIDE CAPITAL IMPROVEMENTS**

**Category of Improvement:** FIRE ALARM SYSTEM

**Date permit obtained or work began:** 09-09-2024

**Date Completed:** 07-19-2024

**Date Paid For:** 07-29-2024

**Full Costs** \$52,797.00

**Category of Improvement:** SEISMIC RETROFITTING

**Date permit obtained or work began:** 09-09-2024

**Date Completed:** 01-30-2023

**Date Paid For:** 01-30-2023

**Full Costs** \$110,927.00

### **UNIT-SPECIFIC CAPITAL IMPROVEMENTS**

No items to show...

**Mediation**



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

## **PROPERTY OWNER PETITION**

**Property Address:** 2230 Lakeshore Avenue, Oakland, CA, USA

**Case:** Petition: 17826

**Date Filed:** 09-09-2024

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

**I/We agree to have my/our case mediated by a Rent Adjustment Program staff mediator. No**



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

## **PROPERTY OWNER PETITION**

**Property Address:** 2230 Lakeshore Avenue, Oakland, CA, USA  
**Case:** Petition: 17826  
**Date Filed:** 09-09-2024

### **Consent to Electronic Service**

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

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

### **Interpretation Services**

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

**I request an interpreter fluent in the following language at my Rent Adjustment proceeding:** **No ,**

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

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

**The Owner provided additional documents to the RAP that exceed 25 pages and is choosing to not provide the documents to the tenant(s) unless requested.** **No**

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

***ted dang***

**9/9/2024**

Signature

Date



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

## PROOF OF SERVICE

### PROPERTY OWNER PETITION

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#### Electronic Petition Number: 17832

I declare under penalty of perjury under the laws of the State of California that on 09-10-2024 I, **ted dang**, served a copy of the following document(s), Owner Petition, Notice to Tenants of Property Owner Petition and all attached 0 pages, to each opposing party, whose name(s) and address(es) are listed below, by **United States mail**.

#### Names of Served Document(s)

---

#### Addressee(s) Information

**Addressee:** carlos and glenda didrickson  
2230 lakeshore ave #7  
oakland CA 94606

**Addressee:** dewey neal  
2230 lakeshore ave #2  
oakland CA 94606

**Addressee:** jae schneck  
2230 lakeshore ave #6  
oakland CA 94606

**Addressee:** olga milosavljevic  
2230 lakeshore ave #5  
oakland CA 94606

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**City of Oakland Rent Adjust Program**

**Date Printed:** 09-11-2024



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

## PROOF OF SERVICE

*PROPERTY OWNER PETITION*

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**Electronic Petition Number: 17832**

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**City of Oakland Rent Adjust Program**  
**Date Printed: 09-11-2024**



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

# PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE

### Rental Unit Information

## Property Owner Information

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

## GENERAL FILING REQUIREMENTS

*To file a petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Owner petitions that are submitted without proof of compliance with the below requirements will be considered incomplete.*

Requirement	Documentation
✓ <input checked="" type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
✓ <input checked="" type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee") or evidence of exemption from the RAP Fee	Attach proof of payment of the current year's RAP Fee for the subject property or evidence of exemption from the RAP Fee (e.g., Certificate of Occupancy).
✓ <input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	<p>Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the tenant(s) subject to this petition or check the appropriate box below*.</p> <p><input type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): _____.</p> <p><input type="checkbox"/> I have never provided a RAP Notice.</p> <p><input type="checkbox"/> I do not know if a RAP Notice was ever provided.</p> <p><small>*If RAP Notice was first provided on or after September 21, 2016, RAP Notice must be provided in English, Spanish, and Chinese. If petition applies to multiple tenants, please provide this information on a separate sheet for each tenant.</small></p>
<p>Evidence of registration for all affected cover units (check one of the following boxes)</p> <p>✓ <input checked="" type="checkbox"/> On <u>subject</u>, 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.</p> <p><input type="checkbox"/> The subject property is exempt from the registration requirement</p>	<p>To support this declaration, I am providing:</p> <p><input type="checkbox"/> 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.</p> <p><input checked="" type="checkbox"/> 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.</p> <p><b>OR</b></p> <p>Declaration of Exemption:</p> <p><input type="checkbox"/> 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.</p>

## GROUNDS FOR PETITION

**Select the grounds for this petition from the list below. Check all that apply. See column on the right for filing requirements and documentation to be submitted together with the petition. Petitions that lack adequate supporting documentation may be dismissed without a hearing. For a full description of each justification, see the Rent Adjustment Program Regulations at: <https://cao-94612.s3.amazonaws.com/documents/oak062857.pdf>.**

Grounds	Description	Requirements
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<input checked="" type="checkbox"/> <b>Capital Improvements</b>	<p><i>Allows pass-through to tenant(s) of a portion of costs spent on qualifying capital improvements. Improvements must primarily benefit the tenant(s), and do not include repairs made as a result of deferred maintenance or serious code violations. Pass-through costs are limited to 70% of actual costs (plus interest), divided equally among all affected units, and amortized over a defined period of time based on the expected useful life of the improvement (see amortization schedule found in the Regulations).</i></p>	<ul style="list-style-type: none"> <li>✓ Improvements meet the description of capital improvements set forth in the Regulations.</li> <li>✓ Improvements completed and paid for within 24 months prior to petition filing date.</li> <li>✓ <b>Complete</b> Worksheet A on page 4 of this petition.</li> <li>✓ <b>Attach</b> documentation demonstrating the specific work done, date(s) of completion, full costs and proof of payment (such as invoices, receipts, estimates, cancelled checks, etc.), copies of any permits (indicating date(s) issued and finalized), and evidence of any reimbursement (such as insurance or subsidies). Documentation should be organized by type of improvement. Work limited to specific unit(s) should be distinguished from building-wide improvements.</li> </ul>
<input type="checkbox"/> <b>Uninsured Repair Costs</b>	<p><i>Allows pass-through of costs for work done to secure compliance with state or local law as to repair damage resulting from fire, earthquake, or other casualty or natural disaster, to the extent not reimbursed by insurance proceeds. Calculated and applied like capital improvements.</i></p>	<ul style="list-style-type: none"> <li>✓ Repairs completed and paid for within 24 months prior to petition.</li> <li>✓ Insurance proceeds insufficient to cover full amount of required repair costs.</li> <li>✓ <b>Complete</b> Worksheet A on page 4 of this petition.</li> <li>✓ <b>Attach</b> documentation required for petitions based on capital improvements (see above), plus evidence of all insurance claims, estimates, and proceeds.</li> </ul>
<input type="checkbox"/> <b>Increased Housing Service Costs</b>	<p><i>Allows a rent increase above the CPI where there has been an increase in the total of net operating costs related to the use or occupancy of the property. Calculated by comparing 2 most recent years of all net costs, averaged monthly and divided by the number of units and average gross monthly income. Replaces CPI increase for current year; applies to all units. Property tax is NOT considered a housing service cost.</i></p>	<ul style="list-style-type: none"> <li>✓ <b>Complete</b> Worksheet B on page 5 of this petition.</li> <li>✓ <b>Attach</b> documentation of ALL income and expenses* related to the subject property for the two most recent consecutive years (including all information requested by Worksheet B). Documentation of all expenses is required, not solely for expenses that have increased. Documentation should be organized by category and year. *Note: Expenses do not include mortgage payments or property taxes.</li> </ul>
<input type="checkbox"/> <b>Fair Return</b>	<p><i>Allows a rent increase where owner is being denied a fair return on investment in the property, as measured by the net operating income (NOI). Cannot be combined with any other grounds for increase. Replaces CPI increase for all years; applies to all units.</i></p>	<ul style="list-style-type: none"> <li>✓ <b>Complete</b> Worksheet C on page 6 of this petition.</li> <li>✓ <b>Attach</b> organized documentation of gross income (including total of gross rents lawfully collectable from property at 100% occupancy, plus any other consideration received or receivable) and gross costs* (e.g., property taxes, housing service costs, and amortized cost of capital improvements) for the subject property for the current and base year (2014). If information about 2014 is not available the Hearing Officer may authorize use of a different year if good cause is shown. *Note: Costs do not include mortgage expenses.</li> </ul>
<input type="checkbox"/> <b>Banking</b>	<p><i>Refers to deferred allowable annual rent increases. Annual CPI increases that were not fully applied may be carried over ("banked") for up to 10 years. Increases based solely on banking do not require prior approval, but such increases may be sought in</i></p>	<ul style="list-style-type: none"> <li>✓ Increase would not exceed 3x the current CPI or the amount permitted by Oakland law (whichever is lower), or constitute an overall increase of &gt;30% over the past 5 years.</li> <li>✓ <b>Complete</b> Worksheet D on page 7 of this petition.</li> </ul>

<b>WORKSHEET A:</b> <b>CAPITAL IMPROVEMENTS AND UNINSURED REPAIR COSTS</b>						
<b><u>Owners who file petitions based on Capital Improvements or Uninsured Repair Costs must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Attach separate sheets if needed.</u></b>						
Total number of residential units in building*: <u>8</u> <small>*Including any vacant and owner/manager-occupied units</small>		For mixed-use buildings, provide:		Residential sq. ft: _____ Other use sq. ft: _____ % residential use: _____		
<b>BUILDING-WIDE CAPITAL IMPROVEMENTS</b>						
CATEGORY OF IMPROVEMENT	Date permit obtained or work began	Date completed	Date paid for	Full costs	Amount of Reimbursement or Tax Credit Received	
Seismic Retrofit	10/31/22	1/30/23	11/1/22 - 1/30/23	110,927	0	
Fire alarm system	1/23.	1/19/24	1/20/24	52,797	0	
SUBTOTAL:				163,724		
<b>UNIT-SPECIFIC CAPITAL IMPROVEMENTS</b>						
CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs	Amount of Reimbursement or Tax Credit Received
SUBTOTAL:						

## TENANT INFORMATION

(Required for all petitions)

List each tenant and the requested information for each unit affected by this petition. Attach additional copies of this sheet if necessary. Under "Type of Increase Sought," specify the ground(s) on which the rent increase is sought (e.g., capital improvements, banking, etc.).

2230 Lakeshore Ave

TENANT NAME	ADDRESS (include unit #)	EMAIL ADDRESS	PHONE NUMBER	CURRENT RENT	TYPE OF INCREASE(S) SOUGHT
Dewey Neal	2	N/A	510-763-6364	\$1811	CAPITAL IMPROVEMENT PASS THRU
Olga milosavljevic	5	olgamilosavljevic@gmail.com	510-835-2209	\$1713.35	LI
Jae Schneck	6	N/A	415-933-2142	\$1542	LI
Carlos & Glenda Didrickson	7	dttribes10@yahoo.com	510-444-7589	\$343.10	LI

**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 Property Owner Petition is true and that all of the documents attached to the Petition are true copies of the originals.

  
Property Owner's Signature

9/10/24  
Date

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

**DOCUMENTATION IN EXCESS OF 25 PAGES**

- ☒ The documentation submitted in support of the Property Owner Petition exceeds 25 pages and the owner is opting, as allowed by O.M.C. § 8.22.090 (B)(1)(f), to not serve the attachments on the affected tenant(s) unless requested. The owner understands and agrees that tenant(s) may request paper copies of all documents in the Tenant Response, and the owner must provide tenant(s) with the attachments within 10 days of any such request. The documents will also be available for review at the Rent Adjustment Program.

**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 to a 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.**

\_\_\_\_\_  
Property Owner's 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: \_\_\_\_\_

**CITY OF OAKLAND**  
**BUSINESS TAX CERTIFICATE**

**ACCOUNT  
NUMBER**  
00153400

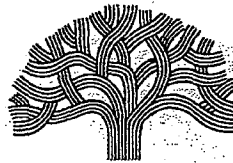
The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental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

**DBA** WILLIAMS JOHN F & 421 ASSOCIATES

**BUSINESS LOCATION** 2230 LAKESHORE AVE  
OAKLAND, CA 94606-1019

**BUSINESS TYPE** O2 Rental - Apartment

**EXPIRATION DATE**  
12/31/2024



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>



TED DANG  
1305 FRANKLIN ST STE 500  
OAKLAND, CA 94612-3224

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

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

PUBLIC INFORMATION ABOVE  
THIS LINE TO BE  
CONSPICUOUSLY POSTED!

000023

Rent Registration Received for 2230 LAKESHORE AVE OAKLAND CA 94606 US

From: rapregistration@oaklandca.gov

To: twd113@aol.com

Date: Tuesday, August 27, 2024 at 09:34 PM PDT

**CITY OF OAKLAND**  
Rent Adjustment Program



Re: 2230 LAKESHORE AVE OAKLAND CA 94606 US

APN: 023041401300

Dear ted dang,

This is to acknowledge that the Rent Adjustment Program (RAP) has received your rent registration for the residential dwelling units at the above-referenced property, as required by OMC 8.22.510. No additional action is required at this time.

Residential dwelling units covered by the Rent Adjustment Program and Just Cause for Eviction ordinances must be registered by July 1, 2024, and thereafter annually by March 1.

Please contact the Rent Adjustment Program if you have any questions at (510) 238-3721 or at [rentregistry@oaklandca.gov](mailto:rentregistry@oaklandca.gov). Our normal business hours are Mondays through Thursdays, from 9:30 a.m. – 4:30 p.m.

Sincerely,

Rent Adjustment Program

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

# Vendor Ledger

Page 1  
1/4/2023  
03:13 PM

Ctrl#	Invoice Number	Invoice Date	Property	Expense Account	Payable Account	Amount	Unpaid Amount	Check Number	Check Date	Description
sftcon	SFT Construction Corp									
9864	2230.1	08/04/22	2230	1520		1,000.00		23722	08/04/22	initial deposit for seismic retrofit
10169	2230.P1	11/02/22	2230	1520		3,811.77		23885	11/02/22	Permit Fee
10170	2230.2	11/02/22	2230	1520		4,000.00		23885	11/02/22	engineering plans
10171	2230.3	11/02/22	2230	1520		30,000.00		23885	11/02/22	
10239	2230.5	11/22/22	2230	1520		20,000.00		23915	11/22/22	
10240	2230.4	11/22/22	2230	1520		20,000.00		23915	11/22/22	
10351	2230.6	01/04/23	2230	1520		25,000.00		23981	01/04/23	moment frame & shear wall insta
						103,811.77	0.00			
						103,811.77	0.00			

Number	Totals By Account Name	Total
1520	Building Improvements	103,811.77

X Check

Norman 755 12/9 23935R  
2700 12/16/22 2395KX  
450 12/22/22 23991X  
480 1/11/23 25912  
4415

X Permit

3812

Glee

X Visa 1700 24064

X CarCast

X California 1000 11/22/22  
244 1500

TOTAL + 110,927

# SFT CONSTRUCTION

LIC NO. 1009086

2430 Fillmore St. San Francisco, CA



SFT CONSTRUCTION

## CONSTRUCTION SERVICES PROPOSAL

**RE: 2230 Lakeshore Ave, Oakland CA 94606**

SFT CONSTRUCTION CORP	Owner: <i>421 Associates LLC</i>
322 6 <sup>th</sup> St. Suite 4 San Francisco, CA 94103	Address: <i>1305 Franklin St #500 Oakland CA 94612</i>
Email: fred@sft-construction.com	Email: <i>twed113@aol.com</i>
Office: (415) 707-1046 ext.901	Phone: <i>510-832-2628 x222</i>

*Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within four years of the date of the alleged violation. Any questions concerning contractor may be referred to the Registrar, Contractors' State License P.O. Box 26000, Sacramento, CA 95826.*

### A. INCLUSIONS

1. Engineering services to develop a mandatory seismic retrofitting plan
2. Construction services (labor & material) per approved plans
  - i. Shoring
  - ii. Demolition, excavation, and recycling
  - iii. Rebar placement for the concrete grade beam
  - iv. Concrete pour 3000 PSI for new steel moment frame
  - v. Rough framing modifications and upgrade for the collector
  - vi. New steel moment frame welding, fabrication, and installation
  - vii. Installing structural plywood and anchor bolts and Hold-down in crawl space and garage for new shear walls
3. Passing special inspections, city inspections, and final sign-off from the city of Oakland

### B. EXCLUSIONS:

1. Permit fees
2. Special inspection fees



# SFT CONSTRUCTION

LIC NO. 1009086

2430 Fillmore St. San Francisco, CA



SFT CONSTRUCTION

**C. JOB INFORMATION:** The name of the project owner/agent and the direct contractor are as follows:

Owner/Agent Initial:                     

- Direct Contractor: SFT Construction Corp, License 1009086
- Bond Company: Western Surety Company, Policy Number: 71833344
- Worker's Compensation: ACCREDITED SURETY AND CASUALTY COMPANY INC

**D. TERMS AND CONDITIONS:** Contractor License Board's laws and California Civil Code are expressly incorporated in this proposal.

## **E. GENERAL REQUIREMENT**

1. All work should be coordinated with the owner and property manager
2. All work will be in compliance with all SF Construction Laws and Landlord/tenant rules and regulations
3. Contractor guarantees work to pass Special Inspection and City Inspection
4. Terms, fees, and conditions are valid for 30 days from the date of this proposal.
5. General Liability Insurance Policy as follows:
  - i. Commercial General Liability:
    1. Each Occurrence: \$1,000,000
    2. Damage to Rented Premises (EA Occurrence): \$50,000
    3. Med Exp (any one person): \$5,000
    4. Personal & ADV Injury: \$1,000,000
    5. General Aggregate: \$2,000,000
    6. Products-COMP/OP AGG: \$2,000,000
  - ii. Automobile Liability: \$1,000,000
  - iii. Excess Liability:
    1. Each Occurrence: \$2,000,000
    2. Aggregate: \$2,000,000
6. Contractor to provide proof of Workers Compensation, Insurance, Contractor License, and SF Business License

# SFT CONSTRUCTION

LIC NO. 1009086

2430 Fillmore St. San Francisco, CA



SFT CONSTRUCTION

## I. Workers Compensation:

1. Each Accident: \$1,000,000
2. Disease- Each Employee: \$1,000,000
3. Disease- Policy Limit: \$1,000,000

F. **PAYMENT SCHEDULE:** Owner will pay Contractor the sum of \$ 110,000 (One Hundred Ten Thousand Dollars):

Description	Amount
Upon signing the contract	\$ 1,000.00
Upon completion of engineering plans and obtaining the permit	\$ 4,000.00
Upon completion of excavation, demolition, and hauling	\$ 30,000
Completion of shop welding Upon moment frame delivery to the site	\$ 20,000.00
Completion of rebar placement and concrete pour	\$ 20,000
Completion of moment frame installation and shear wall installation	\$ 25,000
Final payment	\$ 10,000.00

G. **SCHEDULE OF WORK:** The engineering and permitting would take 4 weeks and construction would take 8 weeks to complete.

H. **ACCEPTANCE:** I have read the proposal set forth in the terms above and accept the proposal with the understanding that it includes those terms.

Direct Contractor (Signature)

Farzad Torabian, President

Date: 08/04/2022

421 Associates LLC

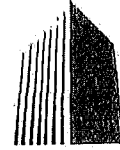
by

Owner (Signature) and Date 8/5/22

(Printed name and title)

SFT Construction Corp  
322 6th St Unit 4  
San Francisco, CA. 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com

TIN  
81-3311701



SFT CONSTRUCTION

**BILL TO**

Ted Dang  
1305 Franklin St #500  
Oakland, CA 94612

**INVOICE 2230.P1**

**DATE** 10/31/2022 **TERMS** Due on receipt

**DUE DATE** 10/31/2022

ACTIVITY	QTY	COST	AMOUNT
Permit Fee Permit fee B2203633	1	2,792.79	2,792.79
Permit Fee Permit fee B2203633	1	931.77	931.77
Permit Fee Permit fee BW22004077	1	87.21	87.21

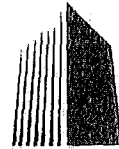
2230 Lakeshore Oakland

**TOTAL DUE \$3,811.77**

✓ 23885  
11/2/22

000029

SFT Construction Corp  
222 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**  
Ted Dang  
1305 Franklin St #500  
Oakland, CA 94612

**INVOICE 2230.2**

**DATE** 10/31/2022 **TERMS** Due on receipt

**DUE DATE** 10/31/2022

ACTIVITY	QTY	COST	AMOUNT
<b>Services</b>		4,000.00	4,000.00
Upon completion of engineering plans and obtaining the permit			

2230 Lakeshore Oakland

**TOTAL DUE**

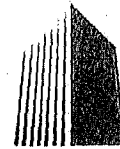
**\$4,000.00**

*Permit improvement  
1/5/20*

*✓ 23885  
11/2/22*

000030

SFT Construction Corp  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**

Ted Dang  
1305 Franklin St #500  
Oakland, CA 94612

**INVOICE 2230.3**

**DATE** 10/31/2022 **TERMS** Due on receipt

**DUE DATE** 10/31/2022

ACTIVITY	QTY	COST	AMOUNT
Services		30,000.00	30,000.00
Upon Completion excavation, demolition, and hauling			

2230 Lakeshore Oakland

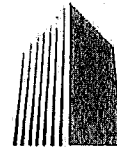
**TOTAL DUE**

**\$30,000.00**

✓ 23885  
11/2/22

000031

SFT Construction Corp  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**

Ted Dang  
1305 Franklin St #500  
Oakland, CA 94612

**INVOICE 2230.4**

**DATE** 11/21/2022 **TERMS** Due on receipt

**DUE DATE** 11/21/2022

ACTIVITY	QTY	COST	AMOUNT
<b>Services</b>		20,000.00	20,000.00
Completion of shop welding upon moment frame delivery to the Site			

2230 Lakeshore Oakalnd

**TOTAL DUE** **\$20,000.00**

*v23915  
11/22/24*

10

000032

SFT Construction Corp  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
Info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**  
Ted Dang  
1305 Franklin St #500  
Oakland, CA 94612

**INVOICE 2230.5**

**DATE** 11/21/2022 **TERMS** Due on receipt

**DUE DATE** 11/21/2022

ACTIVITY	QTY	COST	AMOUNT
<b>Services</b>		20,000.00	20,000.00
Completion of rebar placement and concrete pour			

2230 Lakeshore Oakland

**TOTAL DUE** **\$20,000.00**

✓ 23915  
11/22/22

000033

SFT Construction Corp  
322 6th St Unit 4  
San Francisco, CA 94103 US  
(415) 707-1046  
info@sft-construction.com  
www.sft-construction.com



SFT CONSTRUCTION

**BILL TO**  
Ted Dang  
1305 Franklin St #500  
Oakland, CA 94612

2230

**INVOICE 2230.6**

**DATE** 01/03/2023 **TERMS** Due on receipt

**DUE DATE** 01/03/2023

ACTIVITY	QTY	COST	AMOUNT
<b>Services</b> Completion of of moment frame installation and shear wall installation		25,000.00	25,000.00

2230 Lakeshore Oakland  
90% construction

**TOTAL DUE** **\$25,000.00**

✓ 23981  
1/2/23

000034

12



Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check images for account #

TEDE W. BANG, TRUSTEE ACCOUNT  
1202 Puente del Sol  
Sunnyvale, CA 94086

GIBRANCHA, A.  
1311 Broadway  
Oceanside, CA 92054

23721

\*\*\*\* THREE THOUSAND SEVEN HUNDRED SIXTY FIVE AND 83/100 DOLLARS  
DUE AUGUST  
09/04/72 \$3,765.83\*\*

PAY TO THE ORDER OF

Waste Management of Alameda County  
P.O. Box #41865  
Los Angeles, CA 90054-1666

CHECKED  
FEBRUARY 20 1973

#028721# #021871184#

Ck Date: 08/12/2022 Ck No: 23721 Amt: \$3765.83

TEO W. GANO, TRUSTEE ACCOUNT  
1100 Avenida Pico  
Oakland, CA 94612

CHASE  
CHESA BKA  
1010 WASHINGTON  
OAKLAND, CA 94612

23722

DATE ONE THOUSAND AND 00/100 DOLLARS

DATE 08/04/22

AMOUNT \$1,000.00++

SET Construction Corp  
322 6th St Unit 4  
San Francisco, Ca 94103

CHASE  
1000 CALIF ST  
SAN FRANCISCO, CA

⑈037822⑈ 432117⑈104⑈

Ck Date: 08/08/2022 Ck No: 23722 Amt: \$1000.00

23723

CITIBANK, N.A.  
600 MONROVIA  
DOWNTOWN CENTER  
ATLANTA

TEDE W. DAVIS, TRUSTEE ACCOUNT  
ONE FUND 8140  
OAKLAND, CA 94612

Check

\*\*\*\* TWO THOUSAND ONE HUNDRED NINETEEN AND 56/100 DOLLARS

PAY TO THE ORDER OF

DATE 08/05/22

AUCTION 82,319.56\*\*\*

TO & TO  
BOX 397300  
Sacramento, CA 95899-7300

*ARMED*  
ALLIGATOR

MO 237339 432367438441

Ck Date: 08/10/2022 Ck No: 23723 Amt: \$2119.56

TED W. DAVIS, TRUSTEE ACCOUNT  
 110 JENNIE'S PIKE  
 DUBLIN, GA 31017

CITIBANK P.A.  
 110 JENNIE'S PIKE  
 DUBLIN, GA 31017  
 BR 000001

23724

CASH

\*\*\*\* TWO THOUSAND SEVEN HUNDRED SEVENTY-EIGHT AND 36/100 DOLLARS

P. PAY TO THE ORDER OF DATE 08/08/22 \$2,775.36\*\*

Merchants Building Maintenance LLC  
 2190 Monterey Pass Rd  
 Monterey Park, Ca 91754

9

080824L 0331171045

Ck Date: 08/15/2022 Ck No: 23724 Amt: \$2779.36

23725

ETHEMARA,  
LOS MEJONES  
VALLEJO, CALIF.  
94581

5184

YED W. BASH, TRUSTEE ACCOUNT  
112 HUNTER AVE  
OAKLAND, CA 94611

\*\*\* ONE HUNDRED NINETY SIX AND 21/100 DOLLARS

PAY TO THE ORDER OF

DATE 09/08/72

AMOUNT \$196.21\*\*\*\*

State Elevators, Inc  
101 Harbor Blvd  
Alhambra, CA 91802

200097 A 21100

2023725# 030819711842

Ck Date: 08/10/2022 Ck No: 23725 Amt: \$196.21

23726  
 CDSBANKLA  
 LOS ANGELES  
 MICHAEL CASHIER  
 10/2/76  
 CASH  
 TED V. DAHL, TRUSTEE ACCOUNT  
 1201 N. HENRI  
 GILVER, CA 91112  
 \*\*\*\* FIFTY AND 32/100 DOLLARS  
 DATE 09/08/72 AMOUNT \$50.32\*\*\*\*\*  
 PAY TO THE ORDER OF  
 Kelly-Moore Paint Co., Inc.  
 P.O. Box 59724  
 Los Angeles, CA 90071-9724  
 AUTHORIZED SIGNATURE  
 9  
 020377804 0321174184E

Ck Date: 08/15/2022 Ck No: 23726 Amt: \$50.32

YED W. DANG, TRUSTEE A/COUNTY  
 1371 PLYMOUTH, G. ROAD  
 OLYMPIA, CA 98513

23727

Canceled  
 RETURNED TO:  
 MR. PHILLIP  
 DOLANS LAMAR  
 44000000

\*\*\* TWO THOUSAND FIVE HUNDRED THIRTY FIVE AND 56/100 DOLLARS

PAY TO THE ORDER OF  
 DATE  
 08/09/82  
 \$2,535.56

Wells Fargo Card Services  
 P.O. Box 54342  
 Los Angeles, CA 90054-0342

7089  
 MO23727W 41271171804

Ck Date: 08/16/2022 Ck No: 23727 Amt: \$2535.64

TED W. DANG, TRUSTEE ACCOUNT  
 1300 PARKWAY DRIVE  
 OAKLAND, CA 94612

ETHELWYN M.A.  
 1300 PARKWAY  
 OAKLAND, CA 94612  
 No Funds

23728

PAY TO THE ORDER OF FOUR HUNDRED SEVENTY SIX AND 07/100 DOLLARS

DATE 08/10/22

ACCOUNT 9476.07\*\*\*\*\*

Racology Vacaville Solano  
 1 Town Square Place, Suite 200  
 Vacaville, CA 95688-3928

RUCB  
 RACOLGY VACAVILLE

\*023728\* 43216761042

Ck Date: 08/16/2022 Ck No: 23728 Amt: \$476.07

YED W.DAHO TRUSTEE ACCOUNT  
1705 America Bldg  
Oakland, CA 94612

CITIBANK N.A.  
1100 UNIVERSITY  
OAKLAND CALIF 94612  
BANKRUPTCY

23728

\*\*\*\*\* SIX THOUSAND TWO HUNDRED FIFTY AND 94/100 DOLLARS \*\*\*\*\*  
DATE 08/10/22 AMOUNT \$6,215.94\*\*

PAY TO THE ORDER OF

PG & C  
BOX 997300  
Sacramento, CA 95899-7300

FALLON  
SEP 10 2022

⑆02372⑈ 12311761840

Ck Date: 08/12/2022 Ck No: 23729 Amt: \$6215.94

[illegible]

Ck Date: 08/15/2022 Ck No: 23730 Amt: \$715.76

Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check images for account # [REDACTED]

[illegible]

Ck Date: 11/29/2022 Ck No: 23911 Amt: \$10.53

23012

TED W. DANO, TRUSTEE ACCOUNT  
1235 Pavilion Drive  
Oakland, CA 94612

CITY OF OAKLAND  
CITY OF OAKLAND  
OAKLAND, CA 94612

\*\*\*\*\* EIGHT THOUSAND SIX HUNDRED FORTY SIX AND 12/100 DOLLARS \*\*\*\*\*

PAY TO THE ORDER OF  
HARRY C. LOVY, TAX COLLECTOR,  
12711 Oak Street,  
Oakland, CA 94612.

DATE 11/10/72 AMOUNT \$8,646.12\*\*\*

HARRY C. LOVY, Tax Collector,  
12711 Oak Street,  
Oakland, CA 94612.

PAID  
BY CHECK NO. 1

#D23912W #B23171164E [REDACTED]

Ck Date: 11/25/2022 Ck No: 23912 Amt: \$8646.12

23914

EDWARD W. BANG, TRUSTEE ACCOUNT  
1322 FRANKLIN ST  
CHICAGO, ILL 60601

CHICAGO, ILL.  
THE MONDAY  
OCTOBER 22, 1972  
12:00 PM

\*\*\* THREE HUNDRED AND 17/100 DOLLARS

PAY TO THE ORDER OF

DATE 11/21/72

AMOUNT \$300.17

1777  
PO Box 3025  
Carol Stream, IL 60137-5025

10/21/72

10/21/72

Ck Date: 11/29/2022 Ck No: 23914 Amt: \$300.17

23015

STANDARD BANK OF CALIFORNIA  
SAN FRANCISCO, CALIF. 94104

Check

TED W. DAKO, TRUSTEE ACCOUNT  
1251 LEWIS ST  
OAKLAND, CALIF. 94612

23015

\*\*\* FORTY THOUSAND AND 00/100 DOLLARS \*\*\*

PAY TO THE ORDER OF

DATE 11/22/72

AMOUNT \$40,000.00

STI Construction Corp  
322 6th St Unit 4  
San Francisco, Ca 94103

*Edward P. Anderson*  
ANDERSON

W02345W 15321171 0045

Ck Date: 11/25/2022 Ck No: 23915 Amt: \$40000.00

TEDE W. DANG, TRUSTEE ACCOUNT  
1205 PINE VALLEY  
OAKLAND, CA 94612

CITY OF SAN FRANCISCO  
OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS  
SAN FRANCISCO, CA 94102

238108

\*\*\*\* FOUR THOUSAND ONE HUNDRED SEVENTY AND 40/100 DOLLARS

PAY TO THE ORDER OF

DATE  
11/23/2001

AUGUST 31, 2001

California Fair Play  
P.O. Box 76524  
Los Angeles, Co 90076-0924

RECEIVED

*[Signature]*  
AUTHORIZED SIGNATURE

#023918# #321171184#

Ck Date: 11/30/2022 Ck No: 23916 Amt: \$4170.00

YED W. DAND, TRUSTEE ACCOUNT  
122 FUND 0122  
CASH 01/12

\*\*\*\*\* ONE THOUSAND ONE HUNDRED THIRTY THREE AND 28/100 DOLLARS

PAY  
TO THE  
ORDER OF

CITY OF VACAVILLE  
650 MERCHANT STREET  
VACAVILLE, CA 94908

CHITMAN H.A.  
155 EADAMANT  
CITY OF VACAVILLE, CALIFORNIA  
94908

23018

DATE  
11/23/72

AMOUNT  
\$1,133.28\*\*\*

W023916W 0321171 1000

Ck Date: 11/28/2022 Ck No: 23918 Amt: \$1133.28

Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check images for account # [REDACTED]

**TED W. DANO, TRUSTEE ACCOUNT**  
1323 Franklin St #200  
Oakland, CA 94612

**CITIBANK N.A.**  
1111 Broadway  
Oakland, CA 94612

23970

PAY TO THE ORDER OF  
\*\*\* THREE HUNDRED FORTY AND 00/100 DOLLARS \*\*\*  
DATE 12/22/22 AMOUNT \$340.00\*\*\*\*

Long B. Triou  
P O Box 30324  
Oakland, CA 94604

VO23970W H321171184C [REDACTED]

Ck Date: 01/03/2023 Ck No: 23970 Amt: \$340.00

**TED W. DANO, TRUSTEE ACCOUNT**  
1323 Franklin St #200  
Oakland, CA 94612

**CITIBANK N.A.**  
1111 Broadway  
Oakland, CA 94612

23973

PAY TO THE ORDER OF  
\*\*\* TWO HUNDRED FIFTY FIVE AND 00/100 DOLLARS \*\*\*  
DATE 12/27/22 AMOUNT \$255.00\*\*\*\*

REL LLC dba NRC Assoc.  
c/o Weststar Management Inc  
7108 N Fresno St, Ste 310  
Fresno, CA 93720

VO23973W H321171184C [REDACTED]

Ck Date: 01/04/2023 Ck No: 23973 Amt: \$255.00

**TED W. DANO, TRUSTEE ACCOUNT**  
1323 Franklin St #200  
Oakland, CA 94612

**CITIBANK N.A.**  
1111 Broadway  
Oakland, CA 94612

23974

PAY TO THE ORDER OF  
\*\*\* TWO HUNDRED EIGHTY EIGHT AND 39/100 DOLLARS \*\*\*  
DATE 12/28/22 AMOUNT \$298.39\*\*\*\*

City of Martinez  
525 Hamletta Street  
Martinez, CA 94553-2394

VO23974W H321171184C [REDACTED]

Ck Date: 01/24/2023 Ck No: 23974 Amt: \$298.50

**TED W. DANO, TRUSTEE ACCOUNT**  
1323 Franklin St #200  
Oakland, CA 94612

**CITIBANK N.A.**  
1111 Broadway  
Oakland, CA 94612

23976

PAY TO THE ORDER OF  
\*\*\* SEVEN HUNDRED TWENTY FOUR AND 81/100 DOLLARS \*\*\*  
DATE 12/29/22 AMOUNT \$724.81\*\*\*\*

Gary Wang  
2355 Divisadero St  
San Francisco, CA 94110

VO23976W H321171184C [REDACTED]

Ck Date: 01/12/2023 Ck No: 23976 Amt: \$724.81

**TED W. DANO, TRUSTEE ACCOUNT**  
1323 Franklin St #200  
Oakland, CA 94612

**CITIBANK N.A.**  
1111 Broadway  
Oakland, CA 94612

23977

PAY TO THE ORDER OF  
\*\*\* SIX HUNDRED THIRTY NINE AND 57/100 DOLLARS \*\*\*  
DATE 01/01/23 AMOUNT \$639.57\*\*\*\*

PE & B  
BOX 99300  
Sacramento, CA 95899-7300

VO23977W H321171184C [REDACTED]

Ck Date: 01/11/2023 Ck No: 23977 Amt: \$639.57

**TED W. DANO, TRUSTEE ACCOUNT**  
1323 Franklin St #200  
Oakland, CA 94612

**CITIBANK N.A.**  
1111 Broadway  
Oakland, CA 94612

23978

PAY TO THE ORDER OF  
\*\*\* ONE THOUSAND ONE HUNDRED THIRTY ONE AND 72/100 DOLLARS \*\*\*  
DATE 01/01/23 AMOUNT \$1,131.72\*\*\*\*

EMMA PATRICK CENTER  
OAKLAND, CA 94612-0001

VO23978W H321171184C [REDACTED]

Ck Date: 01/10/2023 Ck No: 23978 Amt: \$1131.72

**TED W. DANO, TRUSTEE ACCOUNT**  
1323 Franklin St #200  
Oakland, CA 94612

**CITIBANK N.A.**  
1111 Broadway  
Oakland, CA 94612

23979

PAY TO THE ORDER OF  
\*\*\* TWO HUNDRED THIRTY SIX AND 25/100 DOLLARS \*\*\*  
DATE 12/29/22 AMOUNT \$236.25\*\*\*\*

Westchester Building Maintenance LLC  
1150 Monterey Park Rd  
Monterey Park, CA 91754

VO23979W H321171184C [REDACTED]

Ck Date: 01/05/2023 Ck No: 23979 Amt: \$236.25

**TED W. DANO, TRUSTEE ACCOUNT**  
1323 Franklin St #200  
Oakland, CA 94612

**CITIBANK N.A.**  
1111 Broadway  
Oakland, CA 94612

23970

PAY TO THE ORDER OF  
\*\*\* ONE HUNDRED NINE AND 09/100 DOLLARS \*\*\*  
DATE 01/03/23 AMOUNT \$109.00\*\*\*\*

Yolake County Recorder  
211 S. Broadway Blvd #103  
Yuba, CA 95991

VO23970W H321171184C [REDACTED]

Ck Date: 01/12/2023 Ck No: 23979 Amt: \$109.00

**TED W. DANO, TRUSTEE ACCOUNT**  
1323 Franklin St #200  
Oakland, CA 94612

**CITIBANK N.A.**  
1111 Broadway  
Oakland, CA 94612

23980

PAY TO THE ORDER OF  
\*\*\* ONE HUNDRED AND 00/100 DOLLARS \*\*\*  
DATE 01/03/23 AMOUNT \$100.00\*\*\*\*

Fresno County Recorder  
1250 Van Ness Ave  
Fresno, CA 93721

VO23980W H321171184C [REDACTED]

Ck Date: 01/11/2023 Ck No: 23980 Amt: \$100.00

**TED W. DANO, TRUSTEE ACCOUNT**  
1323 Franklin St #200  
Oakland, CA 94612

**CITIBANK N.A.**  
1111 Broadway  
Oakland, CA 94612

23981

PAY TO THE ORDER OF  
\*\*\* TWENTY FIVE THOUSAND AND 00/100 DOLLARS \*\*\*  
DATE 01/04/23 AMOUNT \$25,000.00\*\*\*\*

817 Construction Corp  
312 5th St Unit 4  
San Francisco, CA 94103

VO23981W H321171184C [REDACTED]

Ck Date: 01/06/2023 Ck No: 23981 Amt: \$25000.00

5459

EDLR406H 1076 0526 CFM333 38 250201 PAGE 00005 OF 00012

City of Oakland  
Transaction Receipt# 5415050  
Record ID: B2203633

250 FRANK H. OGAWA PLAZA OAKLAND,  
CALIFORNIA 94612-2031

Date: 10/19/2022

ADDRESS: 2230 LAKESHORE AVE, Oakland, CA 94606

PARCEL: 023 041401300

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
General Plan Surcharge	\$ 270.00	\$ 270.00
Plan Check - Routed	\$ 1,194.00	\$ 1,194.00
City - California Building Standards Commision (CBSC)	\$ 0.20	\$ 0.20
California Building Standards Commision (CBSC)	\$ 1.80	\$ 1.80
City - Strong Motion Instrumentation Program (SMIP)	\$ 0.63	\$ 0.63
Strong Motion Instrumentation Program (SMIP)	\$ 11.97	\$ 11.97
Inspection Fee	\$ 955.20	\$ 955.20
Recrd Mangmnt & Tech Enhancement Fee	\$ 358.99	\$ 358.99
	\$ 2,792.79	\$ 2,792.79

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card 1446973-3	SFT CONSTRUCTION	\$ 2,792.79	\$ 0.00
Comments: SFT CONSTRUCTION		\$ 2,792.79	\$ 0.00

TOTAL TRANSACTION AMOUNT: \$ 2,792.79

TOTAL \$3811.77

000038

City of Oakland  
Transaction Receipt# 5417150  
Record ID: B2203633

250 FRANK H. OGAWA PLAZA OAKLAND,  
CALIFORNIA 94612-2031

Date: 10/31/2022

ADDRESS: 2230 LAKESHORE AVE, Oakland, CA 94606  
PARCEL: 023 041401300

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
Overtime Plan Check	\$ 812.00	\$ 812.00
Recrd Mangmnt & Tech Enhancement Fee	\$ 119.77	\$ 119.77
	\$ 931.77	\$ 931.77

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card 1449963-3	sft construction	\$ 931.77	\$ 0.00

Comments: sft construction

\$ 931.77 \$ 0.00

TOTAL TRANSACTION AMOUNT: \$ 931.77

000039

City of Oakland  
Transaction Receipt# 5408478  
Record ID: BW22004077

250 FRANK H. OGAWA PLAZA OAKLAND,  
CALIFORNIA 94612-2031

Date: 09/19/2022

ADDRESS: 2230 LAKESHORE AVE, Oakland, CA 94606  
PARCEL: 023 041401300

DESCRIPTION	AMOUNT DUE	TRAN AMOUNT
Filing or Application Fee	\$ 76.00	\$ 76.00
Recrd Mangmnt & Tech Enhancement Fee	\$ 11.21	\$ 11.21
	\$ 87.21	\$ 87.21

PAYMENT TYPE	PAYOR	PAYMENT AMOUNT	AMOUNT NOT ALLOCATED
Credit Card		\$ 87.21	\$ 0.00
1438147			
Comments: Shayan Mir		\$ 87.21	\$ 0.00

TOTAL TRANSACTION AMOUNT: \$ 87.21

000040

Zelle paymt to  
Calvin Anderson  
Cali Communications  
415.377-5142  
\$500.00 11/22/22  
for 2230 Lakeshore  
for phone service

Subtotal \$1,000.00

Total \$1,000.00

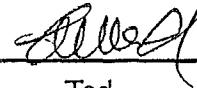
ent Summary

2023 - Credit Card \$500.00

otal \$500.00

ning Amount \$500.00

any work requested outside of this quote will  
hour. 50% of payment due at acceptance  
if payment is not acquired within 30 days of  
(ly).



Ted

Gerrard Electric

99 Ardmore Rd.  
Kensington, CA 94707

# Invoice

Date	Invoice #
12/27/2022	1173

Bill To
Commonwealth Co 1305 Franklin St Oakland, CA

Ship To
2230 Lakeshore Ave, Oakland CA

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		12/27/2022			2230 Lakeshore seismic support
Quantity	Item Code	Description			Price Each	Amount
	Electrical Work	Electric support for seismic work: move outlet boxes, cables, telephone patch panel.			1,700.00	1,700.00
					2230 12/30/23 ✓ 24064	
					Total	\$1,700.00

000042 20



Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check images for account # [REDACTED]

YED W. DANO, TRUSTEE ACCOUNT  
133 Franklin St 220  
Oakland, CA 94612

CITIBANK N.A.  
133 Franklin St 220  
Oakland, CA 94612

24062

PAY TO THE ORDER OF \*\*\*\*\* TEN THOUSAND AND 00/100 DOLLARS \*\*\*\*\*  
DATE 01/30/23 AMOUNT \$10,000.00\*\*

RT Construction Corp  
272 5th St Unit 4  
San Francisco, Ca 94103

#024062# 43211711844 [REDACTED]

Ck Date: 02/21/2023 Ck No: 24062 Amt: \$10000.00

YED W. DANO, TRUSTEE ACCOUNT  
133 Franklin St 220  
Oakland, CA 94612

CITIBANK N.A.  
133 Franklin St 220  
Oakland, CA 94612

24063

PAY TO THE ORDER OF \*\*\*\*\* THREE HUNDRED FIFTY AND 00/100 DOLLARS \*\*\*\*\*  
DATE 01/30/23 AMOUNT \$350.00\*\*\*\*\*

All About It  
793 Archibald Circle  
Vacaville, CA 94997

#024063# 43211711844 [REDACTED]

Ck Date: 02/08/2023 Ck No: 24063 Amt: \$350.00

YED W. DANO, TRUSTEE ACCOUNT  
133 Franklin St 220  
Oakland, CA 94612

CITIBANK N.A.  
133 Franklin St 220  
Oakland, CA 94612

24064

PAY TO THE ORDER OF \*\*\*\*\* THREE THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS \*\*\*\*\*  
DATE 01/30/23 AMOUNT \$3,650.00\*\*\*

Seaward Electric  
59 Ardmore Rd  
Roxborough, CA 94707

#024064# 43211711844 [REDACTED]

Ck Date: 02/10/2023 Ck No: 24064 Amt: \$3650.00

YED W. DANO, TRUSTEE ACCOUNT  
133 Franklin St 220  
Oakland, CA 94612

CITIBANK N.A.  
133 Franklin St 220  
Oakland, CA 94612

24065

PAY TO THE ORDER OF One Thousand Eight Hundred Thirty Five & 00/100 DOLLARS  
DATE 10/01/2022 AMOUNT \$1835.00

Ted Dang

#024065# 43211711844 [REDACTED]

Ck Date: 02/01/2023 Ck No: 24065 Amt: \$1835.00

YED W. DANO, TRUSTEE ACCOUNT  
133 Franklin St 220  
Oakland, CA 94612

CITIBANK N.A.  
133 Franklin St 220  
Oakland, CA 94612

24066

PAY TO THE ORDER OF \*\*\*\*\* TWENTY THREE THOUSAND TWO HUNDRED SEVENTY ONE AND 74/100 DOLLARS \*\*\*\*\*  
DATE 02/01/23 AMOUNT \$23,271.74\*\*

19th and Broadway Associates

#024066# 43211711844 [REDACTED]

Ck Date: 02/02/2023 Ck No: 24066 Amt: \$23271.74

YED W. DANO, TRUSTEE ACCOUNT  
133 Franklin St 220  
Oakland, CA 94612

CITIBANK N.A.  
133 Franklin St 220  
Oakland, CA 94612

24067

PAY TO THE ORDER OF \*\*\*\*\* FOUR HUNDRED THIRTY SEVEN AND 90/100 DOLLARS \*\*\*\*\*  
DATE 02/01/23 AMOUNT \$427.00\*\*\*\*\*

876 - 4F  
876 7th St 1A  
Oakland, Ca 94607

#024067# 43211711844 [REDACTED]

Ck Date: 02/03/2023 Ck No: 24067 Amt: \$427.00

YED W. DANO, TRUSTEE ACCOUNT  
133 Franklin St 220  
Oakland, CA 94612

CITIBANK N.A.  
133 Franklin St 220  
Oakland, CA 94612

24068

PAY TO THE ORDER OF \*\*\*\*\* ONE HUNDRED AND 00/100 DOLLARS \*\*\*\*\*  
DATE 02/01/23 AMOUNT \$100.00\*\*\*\*\*

Hany Dang  
1755 Coliseum St  
San Francisco, CA 94110

#024068# 43211711844 [REDACTED]

Ck Date: 02/08/2023 Ck No: 24068 Amt: \$100.00

YED W. DANO, TRUSTEE ACCOUNT  
133 Franklin St 220  
Oakland, CA 94612

CITIBANK N.A.  
133 Franklin St 220  
Oakland, CA 94612

24069

PAY TO THE ORDER OF \*\*\*\*\* EIGHT HUNDRED AND 00/100 DOLLARS \*\*\*\*\*  
DATE 02/01/23 AMOUNT \$800.00\*\*\*\*\*

Trademark Grouping Two  
P.O. Box 2755  
Vacaville, CA 94996

#024069# 43211711844 [REDACTED]

Ck Date: 02/08/2023 Ck No: 24069 Amt: \$800.00

YED W. DANO, TRUSTEE ACCOUNT  
133 Franklin St 220  
Oakland, CA 94612

CITIBANK N.A.  
133 Franklin St 220  
Oakland, CA 94612

24070

PAY TO THE ORDER OF \*\*\*\*\* FOUR THOUSAND THIRTY ONE AND 00/100 DOLLARS \*\*\*\*\*  
DATE 02/01/23 AMOUNT \$4,031.00\*\*\*

Terrapace Associates  
P.O. Box 192190  
Palo Alto, CA 94319-2190

#024070# 43211711844 [REDACTED]

Ck Date: 02/03/2023 Ck No: 24070 Amt: \$4031.00

YED W. DANO, TRUSTEE ACCOUNT  
133 Franklin St 220  
Oakland, CA 94612

CITIBANK N.A.  
133 Franklin St 220  
Oakland, CA 94612

24071

PAY TO THE ORDER OF \*\*\*\*\* EIGHT THOUSAND TWO HUNDRED SIXTY ONE AND 33/100 DOLLARS \*\*\*\*\*  
DATE 02/01/23 AMOUNT \$8,261.33\*\*\*

Commonwealth Management Inc.  
1395 Franklin St 2500  
Oakland, CA 94612

#024071# 43211711844 [REDACTED]

Ck Date: 02/02/2023 Ck No: 24071 Amt: \$8261.33

Norcon

470 3rd St. #105

San Francisco, CA 94107 US

(415) 692-0519

collin@norcon415.com

www.norcon415.com



## INVOICE

**BILL TO**

421 Associates LLC

*2230*

INVOICE # 18415

DATE 01/10/2023

DUE DATE 01/10/2023

TERMS Due on receipt

**JOB ADDRESS**

2230 Lakeshore

ACTIVITY	QTY	RATE	AMOUNT
Inspection: Shear Wall Nailing Inspection 12-20-2022	4	120.00	480.00

BALANCE DUE

**\$480.00**

*Y/11/2023*  
*CRW 23891*

000044

*22*

**Norcon**

470 3rd St. #105  
San Francisco, CA 94107 US  
(415) 692-0519  
collin@norcon415.com  
www.norcon415.com



**INVOICE**

**BILL TO**

421 Associates LLC

**INVOICE #** 18368

**DATE** 12/22/2022

**DUE DATE** 12/22/2022

**TERMS** Due on receipt

**JOB ADDRESS**

2230 Lakeshore

ACTIVITY	QTY	RATE	AMOUNT
Inspection:Shear Wall Nailing Inspection 12-14-2022	4	120.00	480.00

BALANCE DUE

**\$480.00**

12/22/2022

CE# 25972

000045

**Norcon**

470 3rd St. #105  
San Francisco, CA 94107 US  
(415) 692-0519  
collin@norcon415.com  
www.norcon415.com

**INVOICE****BILL TO**

421 Associates LLC

2230

**INVOICE #** 18253**DATE** 12/15/2022**DUE DATE** 12/15/2022**TERMS** Due on receipt**JOB ADDRESS**

2230 Lakeshore

ACTIVITY	QTY	RATE	AMOUNT
Inspection:Field Weld Inspection 12-1-2022	4	120.00	480.00
Inspection:Field Weld Inspection 12-2-2022	4	120.00	480.00
Inspection:Holdown Inspection 12-2-2022	4	120.00	480.00
Inspection:Rebar Inspection 12-7-2022	4	120.00	480.00
Concrete Inspection, Testing and Lab Services This includes inspection services provided by the inspector onsite, as well as sampling, pickup, and testing.	1	780.00	780.00
Inspection:Concrete Placement Inspection 12-9-2022	4	120.00	
Inspection:Pickup - Cylinders Pickup: 5 Cylinders	5	20.00	
Inspection:Compression Test - Cylinders Compression Test: 5 Cylinders	5	40.00	

**BALANCE DUE****\$2,700.00**

12/16/2022

2230

**000046**

**Norcon**

470 3rd St. #105  
San Francisco, CA 94107 US  
(415) 692-0519  
collin@norcon415.com  
www.norcon415.com



# INVOICE

2230

**BILL TO**

421 Associates LLC

**INVOICE #** 18120**DATE** 12/05/2022**DUE DATE** 12/05/2022**TERMS** Due on receipt**JOB ADDRESS**

2230 Lakeshore

ACTIVITY	QTY	RATE	AMOUNT
Inspection:Epoxy Inspection 11-16-2022	4	120.00	480.00
Inspection:Final Letter Final Letter	1	275.00	275.00

12/9/2022  
Chk 23935

**BALANCE DUE****\$755.00****000047**

55

Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last. \_\_\_\_\_

Check images for account #

TEO W.DAHS, TRUSTEE ACCOUNT  
1917 MADRID AVE  
SULLY, CA 94082

CREDIT ADVISORY  
THIS PAYMENT MAY BE DEPOSITED  
OR CASHED AT YOUR BANK OR  
CREDIT UNION

23627

\*\*\*\* FIVE HUNDRED NINETEEN AND 00/100 DOLLARS

PAY TO THE ORDER OF  
DUE DATE  
12/05/22

AMOUNT  
\$519.00 \*\*\*\*\*

TERRACRE ASSOCIATES  
P.O. BOX 102180  
PASADENA, CA 91169-2180

PAID BY MICROSOURCE

⑆0000001900⑈

⑆023627⑈ 1212111111⑈

Ck Date: 12/08/2022 Ck No: 23927 Amt: \$519.00

TEOW, DANG, TRUSTEE ACCOUNT  
100 Pacific St.  
Oakland, CA 94612

STANDARD  
WESTERN UNION  
COMMUNICATIONS  
DIVISION

23826

\*\*\* THREE HUNDRED FIFTY TWO 00/100 DOLLARS \*\*\*

PAID  
DATE  
12/05/72

AMOUNT  
\$350.00

Monkey Island  
286 12th St  
San Francisco, Ca 94103

AMOUNT  
\$350.00

013928P 04111716100

Ck Date: 12/16/2022 Ck No: 23928 Amt: \$350.00

23929

CITIZEN BANK  
101 Broadway  
Oakland, CA 94612  
BANKERS

CABA

TED W. GARD, TRUSTEE ACCOUNT  
109 Francis St 1300  
Oakland, CA 94612

\*\*\* TWO HUNDRED AND 00/100 DOLLARS \*\*\*

PAY  
TO THE  
ORDER OF

DATE  
13/05/22

AMOUNT  
\$200.00

Lowkey Locksmith LLC  
1629 E. Houston  
Tulsa, Ca 92374

~~PAID~~  
13/05/2022

2023929 4521173184

Ck Date: 12/12/2022 Ck No: 23929 Amt: \$200.00

23930

CITIBANK  
100 FRODOX  
50000  
CITIBANK  
100 FRODOX  
50000

TEO W. DAND, TRUSTEE ACCOUNT  
100 FRODOX  
CITIBANK, CA 94102

ONE HUNDRED NINETY SIX AND 21/100 DOLLARS

PAY TO THE ORDER OF

DATE 12/06/73

AMOUNT \$196.21

Grady Elevator, Inc  
501 Harbor Blvd.  
Berkeley, CA 94702

BBB-97 to 104-03

013400 0371711844

Ck Date: 12/12/2022 Ck No: 23930 Amt: \$196.21

23931  
 CTRBAHILA  
 131 RECEIPT  
 CTRBA NO. CA 1441  
 4/18/68  
 CTRBA  
 TED W. DAND, TRUSTEE ACCOUNT  
 1031 FINESTREET RD  
 CUPERTINO, CA 95019  
 \*\*\*\* THREE THOUSAND SEVEN HUNDRED SIXTY FIVE AND 83/100 DOLLARS  
 DUE 12/06/72  
 PAYEE  
 83,765.83\*\*  
 Wages Management of Alameda County  
 P.O. Box #1865  
 Los Angeles, CA. 90054-1065  
 23931  
 23931  
 23931

Ck Date: 12/12/2022 Ck No: 23931 Amt: \$3765.83

29832

TED W. OAKS, TRUSTEE ACCOUNT  
607 Maple St. Apt.  
DANIEL CARROLL

CITIZEN BANK  
1000 UNIVERSITY BLVD.  
COLUMBIA, CALIF. 91901

\*\*\* THREE THOUSAND ONE HUNDRED FORTY SEVEN AND 73/100 DOLLARS \*\*\*  
DATE 12/09/72 \$3,147.73\*\*

PAY TO THE ORDER OF Wells Fargo Card Services  
P.O. Box 54349  
Los Angeles, CA 90054-0349

APPROVED FOR DEPOSIT

⑆013932⑈ 437117⑆104⑆ [REDACTED]

Ck Date: 12/14/2022 Ck No: 23932 Aml: \$3147.73

REPUBLIC SERVICE ACCOUNT  
 1077 FORD ST APT 9  
 OAKLAND, CA 94612

CASH  
 DATE  
 12/09/72

PAID  
 100%  
 CASH

TWO HUNDRED FORTY SIX AND 72/100 DOLLARS

REPUBLIC SERVICE #051  
 PO BOX 789  
 PHOENIX, AZ 85062-0829

23033  
 0246.72

003923M 11211711041

Ck Date: 12/19/2022 Ck No: 23933 Amt: \$246.72

TEO W.DAHO, TRUSTEE ACCOUNT  
1201 North 44th  
Oakland, CA 94612

CITIZENS S&L  
1015 IMPERIAL  
OAKLAND, CA 94612  
1-415-763-1000

23934

\*\*\*\* ONE THOUSAND TWO HUNDRED NINETY THREE AND 33/100 DOLLARS

PAY TO THE ORDER OF

DATE 12/09/23

ALEXA RBT 61,293.33\*\*\*

Armstrong Property Management  
PO Box 1820  
Visalia, CA 93278

W.DAHO  
AT-LONES COMPANY

#032914# 61111711841

Ck Date: 12/15/2022 Ck No: 23934 Aml: \$1293.33

23835

TED W. DAHO, TRUSTEE ACCOUNT  
1312 North G Street  
Oakland, CA 94612

CYRANIELLA  
JAY HODGSON  
C/O DAHO  
OAKLAND, CA 94612

\*\*\*\* SEVEN HUNDRED FIFTY FIVE AND 00/100 DOLLARS

DATE 12/09/72

AAMC  
\$755.00

Harcom  
470 3rd Street, #105  
San Francisco, CA 94107

W032935W 12311711845

Ck Date: 12/20/2022 Ck No: 23935 Amt: \$755.00

STRAUGH H.A.  
110 HENNINGTON  
CHAMAR, CA 95821  
CITY

29036

TED W. DAND, TRUSTEE ACCOUNT  
1015 Fourth St/Box  
Oroville, CA 95961

\*\*\*\* SEVEN THOUSAND EIGHT AND 28/100 DOLLARS

PAY TO THE ORDER OF

DATE  
12/02/72

AUGUST  
\$7,009.28\*\*\*

PG 6 B  
BOK 957300  
Sacramento, CA 95899-7300

0249356 03214714842

Ck Date: 12/14/2022 Ck No: 23936 Amt: \$7008.28

Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check images for account # [REDACTED]

**TED W. DANG, TRUSTEE ACCOUNT**  
1801 Franklin St. Suite 200  
Oakland, CA 94612

**CITIBANK**  
1111 Montgomery  
Oakland, CA 94612

23971

\*\*\*\* FOUR HUNDRED THIRTEEN AND 20/100 DOLLARS \*\*\*\*

PAY TO THE ORDER OF DATE 12/27/22 AMOUNT \$413.20

YOUNG PAYMENT CENTER  
OAKLAND, CA 94612-0001

1002397101 1132117110410 [REDACTED]

Ck Date: 12/27/2022 Ck No: 23971 Amt: \$413.20

**TED W. DANG, TRUSTEE ACCOUNT**  
1801 Franklin St. Suite 200  
Oakland, CA 94612

**CITIBANK**  
1111 Montgomery  
Oakland, CA 94612

23972

\*\*\*\* FOUR HUNDRED EIGHTY AND 00/100 DOLLARS \*\*\*\*

PAY TO THE ORDER OF DATE 12/28/22 AMOUNT \$480.00

Horsom  
470 3rd Street, #105  
San Francisco, CA 94107

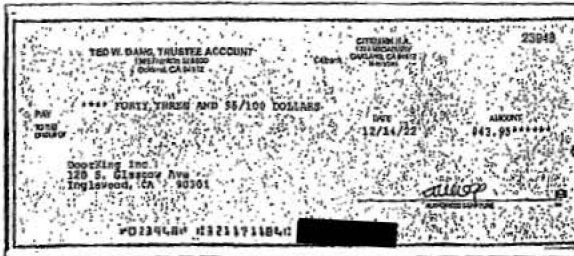
1002397201 1132117110410 [REDACTED]

Ck Date: 12/28/2022 Ck No: 23972 Amt: \$480.00

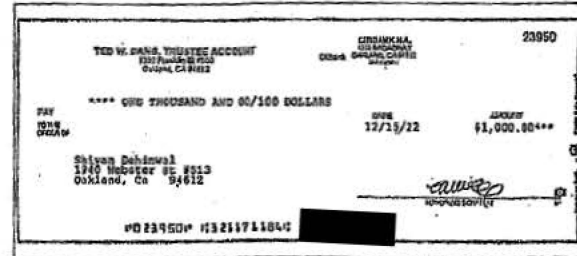


Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

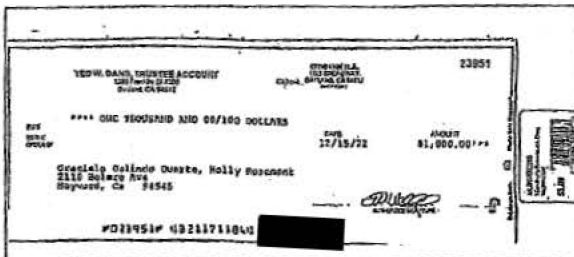
Check images for account # [REDACTED]



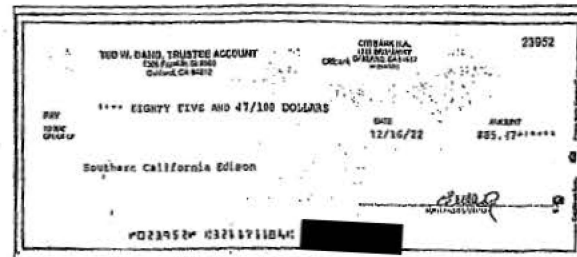
Ck Date: 12/20/2022 Ck No: 23948 Amt: \$43.95



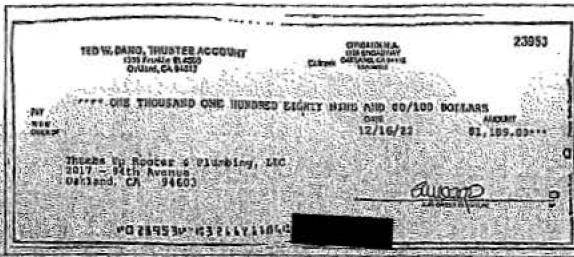
Ck Date: 12/19/2022 Ck No: 23950 Amt: \$1000.00



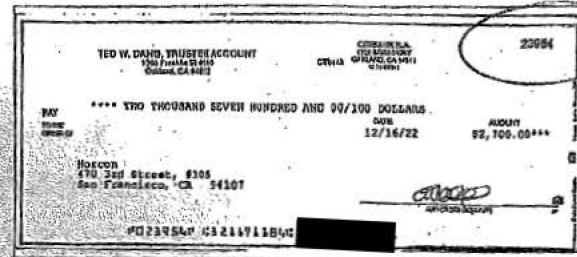
Ck Date: 12/16/2022 Ck No: 23951 Amt: \$1000.00



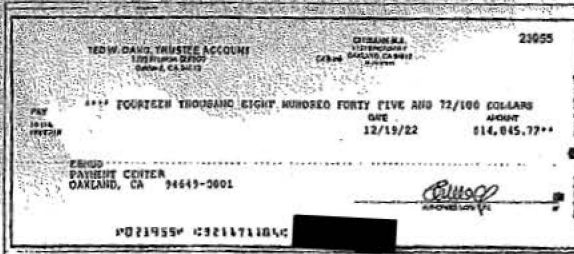
Ck Date: 12/22/2022 Ck No: 23952 Amt: \$85.47



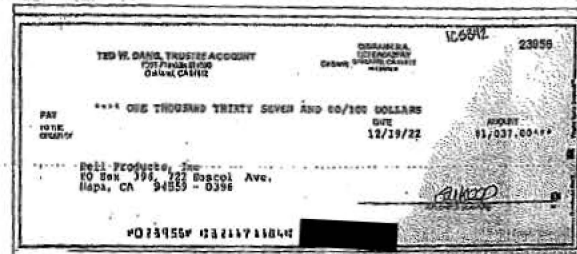
Ck Date: 12/23/2022 Ck No: 23953 Amt: \$1189.00



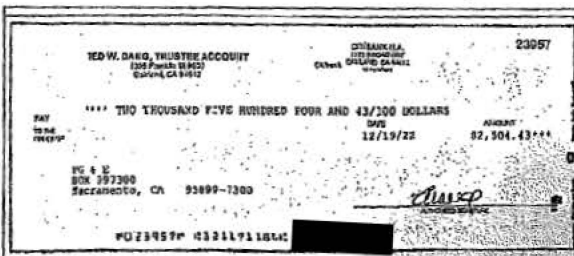
Ck Date: 12/20/2022 Ck No: 23954 Amt: \$2700.00



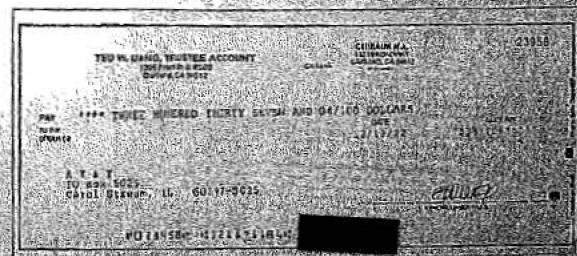
Ck Date: 12/21/2022 Ck No: 23955 Amt: \$14845.72



Ck Date: 12/23/2022 Ck No: 23956 Amt: \$1037.00



Ck Date: 12/29/2022 Ck No: 23957 Amt: \$2504.43



Ck Date: 12/28/2022 Ck No: 23958 Amt: \$337.04

5758

EDLR406H 1076 0526 CF4033 38 221231 PAGE 00096 OF 00007



Account [REDACTED] Page 11 of 24  
Statement Period: Jan 1 - Jan 31, 2023

Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check images for account #

23992

YED W.DAHO, TRUSTEE ACCOUNT  
705 Fourth St  
Oakland, CA 94612

CITIZENWILL  
FULL ACCOUNT  
OAKLAND, CA 94612  
Residence

Check

\*\*\* ONE THOUSAND TWO HUNDRED NINETY THREE AND 33/100 DOLLARS

PAY TO THE ORDER OF

DATE 03/05/73

AMOUNT 61,293.33\*\*\*

Armstrong Property Management  
PO Box 2825  
Vernalia, CA 93279

*Callahan*  
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

03239920 0324171841

Ck Date: 01/11/2023 Ck No: 23982 Amt: \$1293.33

TEDE W. DANO, TRUSTEE ACCOUNT  
1005 Lincoln BLVD  
Bakersfield, CA 93305

STRAIGHT REB.  
TO EASBANK  
BANK OF CALIF. & TRUST  
BANK

23883

CITY OF

\*\*\*\* FIVE THOUSAND, THREE, HUNDRED AND 75/100 DOLLARS

DATE 01/05/73

AMOUNT \$5,300.75\*\*

DAY  
MONTH  
YEAR

Waste Management of Alameda County  
P.O. Box 241065  
Los Angeles, CA 90024-1065

100000  
AMOUNT PAID

00239838 0211711540

Ck Date: 01/12/2023 Ck No: 23983 Amt: \$5300.75

TEOW GANE, TRUSTEE ACCOUNT  
1363 Fourth St #202  
Oakland, CA 94612

CITIZENS S&A  
1025 MONROVIE  
OAKLAND, CA 94612  
Member

23984

\*\*\*\* EIGHT THOUSAND TWO HUNDRED THIRTY NINE AND 41/100 DOLLARS

PAY TO THE ORDER OF

DATE 01/03/73

\$8,239.41\*\*\*

PG # 2  
BOX 997300  
Sacramento, CA 95899-7300

0103984 0000171584

Ck Date: 01/11/2023 Ck No: 23984 Amt: \$8239.41

23005

OTWASH WA  
STEVENS COUNTY  
BUTTE, WA 99122  
BRITTON

YED W. DANO, TRUSTEE ACCOUNT  
1564 Francis St 2002  
Berkeley, CA 94712

Cash

\*\*\* TWO HUNDRED EIGHTY TWO AND 00/100 DOLLAR

PAY TO THE ORDER OF

DATE  
01/09/73

AMOUNT  
\$282.00\*\*\*\*

Benefactor Alarm Company  
P.O. Box 3108  
Walmur, CASH, CA 94596-1208

4465

RECEIVED  
JAN 10 1973

0023985 0321191184E

Ck Date: 01/12/2023 Ck No: 23985 Amt: \$282.00

23986  
 EFTSAHILL  
 FIDELITY  
 NATIONAL BANK  
 SAN FRANCISCO  
 0206  
 TED W. DAVIS, TRUSTEE ACCOUNT  
 1000 Florida Drive  
 Oceanside, CA 92054  
 \*\*\*\* TWO HUNDRED THIRTY AND 00/100 DOLLARS  
 DATE 01/09/93  
 AMOUNT \$220.00\*\*\*\*  
 PAID TO THE ORDER OF  
 Mario Gabriel Hernandez  
 2110 Birch Ct  
 San Pablo, Ca 94606  
 010993  
 010993

Ck Date: 01/17/2023 Ck No: 23986 Amt: \$220.00

YED W. DANO, TRUSTEE ACCOUNT  
100 Francisco  
Oakland, California

23657

\*\*\*\*\* ONE HUNDRED THIRTY FOUR AND 89/100 DOLLARS

PAY TO THE ORDER OF

CASH  
01/09/73

AMOUNT  
\$134.89\*\*\*\*\*

Elrio Gabe Hardeucci  
7138 Birch Ct  
San Pablo, Ca 94806

10

0123456789 103211718041

Ck Date: 01/17/2023 Ck No: 23987 Amt: \$134.89

23980

TEOW W. BANG, TRUSTEE ACCOUNT  
DEPOSIT BOX  
OAKLAND, CA 94611

CITIZENSHIP B.A.  
100 BROADWAY  
SANITARY, CA 94111

GREEN

1444 FOUR HUNDRED FORTY ONE AND 00/100 DOLLARS

PAY  
ONE DOLLAR

DATE  
01/09/73

ACTION  
\$441.00 \*\*\*\*\*

United Rice Department  
100 Production Bureau  
155 Frank Ogawa Plz Ste. 5742  
Oakland, CA 94612-2093

FEB 25 - 1973

W0323988 4322171845

Ck Date: 01/19/2023 Ck No: 23988 Amt: \$441.00

TEO W. DANO, TRUSTEE ACCOUNT  
1285 Florida St. Box  
Gainesville, GA 31611

5/11 # 802012229

\*\*\*\* TWO THOUSAND FIVE HUNDRED NINETY AND 09/100 DOLLARS

DATE 01/29/23

AMOUNT \$2,590.00\*\*\*

Travelers Insurance

23989W 13211761841

Ck Date: 01/19/2023 Ck No: 23989 Amt: \$2590.00

TELETYPE UNIT

PAY TO THE ORDER OF  
TED W. SANG TRUSTEE ACCOUNT  
100 FRANKLIN BLVD  
SUNVAL, CALIF 91460

CHECK NO. 23990

DATE  
07/11/73

AMOUNT  
\$1,908.24\*\*

MERCHANTS BUILDING MAINTENANCE LLC  
1190 MONTEREY PASS RD  
MONTEREY PARK, CA 91754

Signed \_\_\_\_\_  
AUTHORIZED SIGNATURE

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Ck Date: 01/17/2023 Ck No: 23990 Amt: \$1906.24

TED VA. DIANO, TRUSTEE ACCOUNT  
 1203 PINEVALE RD  
 DUBLIN, CA 94568  
 CREDIT  
 CREDITORS S.A.  
 1155 BROADWAY  
 SAN FRANCISCO, CA 94103  
 23991  
 \*\*\*\* FOUR HUNDRED EIGHTY AND 00/100 DOLLARS  
 PAY TO THE ORDER OF  
 DATE 02/11/73  
 AMOUNT \$400.00\*\*\*\*  
 Memo  
 470 3rd Street, #308  
 San Francisco, CA 94107  
 00334410 132667628410

Ck Date: 01/18/2023 Ck No: 23991 Amt: \$480.00

# Vendor Ledger

Page 2  
7/26/2024  
06:47 PM

Ctrl#	Invoice Number	Invoice Date	Property	Expense Account	Payable Account	Amount	Unpaid Amount	Check Number	Check Date	Description
8719	R37519	10/04/21	19b	6610		261.00		23144	10/04/21	A/C: P465
9032	R40441	01/07/22	19b	6610		282.00		23311	01/07/22	A/C: P465
9457	R42349	04/06/22	19b	6610		282.00		23516	04/06/22	A/C: P465
9618	R44172	06/06/22	19b	6610		1,596.00		23598	06/06/22	A/C: P465, from inv: 48324
9718	R45418	07/08/22	19b	6610		282.00		23643	07/08/22	A/C: P465
10046	R48464	10/06/22	19b	6610		282.00		23807	10/06/22	A/C: P465
10370	R51344	01/09/23	19b	6610		282.00		23985	01/09/23	A/C: P465
10533	114089	02/13/23	19b	6610		200.00		24091	02/13/23	A/C: P465
10769	R54108	04/06/23	19b	6610		188.10		24208	04/06/23	A/C: P465
10901	48672	05/22/23	2230	6610		25,000.00		24279	05/22/23	A/C: H373, install fire alarm syst
11034	R57216	07/07/23	19b	6610		282.00		24344	07/07/23	A/C: R465
11360	R60422	10/10/23	19b	6610		282.00		24543	10/10/23	qtrly
11652	R2616	01/05/24	19b	6610		282.00		24696	01/05/24	A/C: P465
11742	48898	01/16/24	2230	6610		21,472.70		24742	01/16/24	A/C: H373, install fire alarm syst
11899	115840	03/19/24	19b	6610		143.70		50051	03/19/24	A/C: P465
11953	R5294	04/04/24	19b	6610		282.00		50078	04/04/24	A/C: P465
12270	R8248	07/05/24	19b	6610		282.00		50245	07/05/24	A/C: P465
						70,916.03	0.00			
						70,916.03	0.00			

Number	Totals By Account Name	Total
6565	Fire Systems/Sprinklers	624.00
6610	Security	70,292.03

25,000.00  
 21,472.70  
 46,472.70  
 3,189.30 7/29/24 X  
 50,262.00  
 2535 11/3/22 - or cd.  
 52197.

30

000052



# DENALECT ALARM COMPANY

P.O. Box 5206, 1309 Pine St., Walnut Creek CA 94596 Tel: 925.932.2211 Fax: 925.935.2323

## ALARM CONTRACT FOR SALE OF SECURITY SYSTEM

THIS AGREEMENT is made this 9th. Day of January, 2023, by and between DENALECT ALARM COMPANY, a California Corporation ("Denalect"), and

Subscriber: 421 Associates LLC

Phone: 510-832-5195

Address: 1305 Franklin St. Suite 500

City: Oakland

California,

Zip: 94612

System Location: 2230 Lakeshore Ave., Oakland, CA (Apartment Bldg.)

X Commercial ☐ Residential ☐ Local Intrusion Alarm ☐ CCTV ☐ Access Control  
☐ Burglar ☐ Hold-up ☐ Fire ☐ Voice Evac, Type of Transmission: ☐ Telephone X Cellular/\*Long Range Radio (\*AES radio remains property of Denalect)

The attached Fire Alarm Quotation, (Attachment A, consisting of 3 pages), dated January 9, 2023 are incorporated herein and made part of this Contract dated January 9, 2023.

☐ and as set forth on the attached Schedule of Protection.

☐ If a fire alarm system has been installed in a residence, we certify that all costs attributable to making the fire alarm system operable for the residence identified by this document, including sale and installation costs do not exceed five hundred dollars (\$500.00).

1. **PURCHASE; INSTALLATION AND SERVICES:** You agree to purchase and we agree to sell to you and install the security system described above (the "System") and provide warranty and after warranty time and material repair service. Monitoring, alarm response and other services are not provided under this agreement and are available by separate contract. Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. For a residential system, a failure by Denalect without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System.

Approximate Installation Starting Date: TBD Approximate Installation Completion Date: TBD

2. **PRICE AND PAYMENT AND TERM.** The sales and installation price for the System is \$50,262.00 payable as \$25,000.00 for deposit and the balance of \$25,262.00, payable when the installation of the System is substantially completed. We may elect not to start to monitor the System or provide other services until the sales and installation price is paid in full. Unavailability of electrical current or telephone service is not within our control, and in such situations, installation of wiring and connection to the equipment shall constitute substantial completion of the installation. We will retain title to the System until the complete sales price is paid. If you fail to make any payment when due we may discontinue installation, terminate this agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we may impose a late charge on all payments more than ten (10) days past due in the maximum amount permitted by California law.

3. **RECEIPT OF COPY:** YOU STATE THAT YOU HAVE RECEIVED A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM SETTING FORTH CALIFORNIA'S MECHANICS LIEN LAWS, AND FOR RESIDENTIAL SYSTEMS, TWO COPIES OF THE NOTICE OF CANCELLATION FORM. ALL OF THE TERMS ON THE REVERSE SIDE OF THIS PAGE AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.

4. **LIMITED WARRANTY: WHAT IS COVERED:** FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY OR REPLACEMENT PARTS THAT MAY DIFFER FROM THE ORIGINAL BUT HAVE THE SAME FUNCTIONALITY.  
**HOW TO GET SERVICE:** CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 9:00 A.M. TO 5:00 P.M. MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE. **WHAT IS NOT INCLUDED:** REPAIR OF THE SYSTEM IS OUR ONLY DUTY. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. THIS WARRANTY DOES NOT COVER DISPOSABLE BATTERIES IN WIRELESS DEVICES AND STORAGE MEDIA SUCH AS CDS OR DVDS. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF DATA OR INFORMATION THAT MAY BE STORED IN AN ACCESS CONTROL OR CCTV SYSTEM. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

**STATE LAW:** SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. **OUR LIMITED LIABILITY.** SECTIONS 12 AND 13 ON THE REVERSE SIDE OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE LESSER OF \$1500.00 OR ONE-HALF THE SALES PRICE, IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL FEE TO US.

6. **CANCELLATION. [RESIDENTIAL SYSTEMS ONLY]** YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Denalect Alarm Company  
 State Licenses 382961, ACO255

By: David Goldstone, Sales Manager

ACE #39907

Subscriber

☐ Sole Proprietorship, ☒ Partnership, ☒ Corporation, LLC

By: 421 Associates LLC

Title Managing Member Date: 3/16/23

(Management Approval, office use only)

This agreement will not be binding upon Denalect until either (i) approved by one of our managers or (ii) we start the installation or services. In the event of non-approval, our only liability shall be to refund to you the amount that you paid to us upon the signing of this agreement. Subscriber acknowledges and agrees that subscriber may not receive a copy of this agreement approved by Denalect's Manager, and such lack of receipt shall not, in anyway, invalidate or otherwise affect this agreement.

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7. **INSTALLATION OF THE SYSTEM:** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You have approved the locations of where the control panel, audible devices, CCTV or Access Control equipment, and all protective devices will be installed. If the burglar alarm System includes an exterior audible bell, horn or siren, it is designed to shut-off after sounding for not more than twenty (20) minutes. You will provide 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make installations and repairs to the premises (such as installing all doors and windows on new construction or remodeled premises and fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and otherwise provide the proper environment for the Systems as we may reasonably request. If we request, for multi-floor installations, you will provide conduits and raceways for System wiring between floors. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. If required, you will obtain and pay for all electrical permits, building plan permits and similar items. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed you will tell us within ten (10) days, otherwise the System will have been accepted by you. The Notice to Owner form provided to you sets forth our rights in the event we file a mechanic's lien on your property because you have failed to pay the purchase/installation price for the System. The city or county in which your premises is located may require that you obtain a permit for the use and monitoring of the System. Local authorities may not respond to alarm notifications until all permits or licenses for use of the System have been obtained, and therefore you may not begin monitoring service until you have obtained at your expense all necessary permits or licenses, and provided us with the license or permit number.

8. **AFTER WARRANTY SERVICE.** At the end of our one year limited warranty we will continue to repair the System on a time and material basis. You will pay our standard parts and labor charges for all repair calls. There will be a one hour minimum visit charge for each repair call. See Section 4.2 of our Limited Warranty on how to get repair service.

9. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT.** You understand that we may stop or suspend repair service if: (a) strikes, severe weather, earthquakes or other such events beyond our control so severely damage your premises that continuing service would be impractical; (b) you do not pay the any amount due to us, after we have given you ten days notice that we will suspend service for non-payment or (c) we are unable to provide service because of some action or ruling by any governmental authority. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

10. **ASSIGNEES AND SUBCONTRACTORS.** We may transfer or assign this agreement to any other alarm company. You may not transfer this agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation and warranty/repair services, and this agreement, and particularly Sections 12 and 13 shall apply to them and the work or services they provide, and protect them in the same manner as it applies to and protects us.

11. **CHANGES TO THE SYSTEM.** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it prior, during or after it is installed, you agree to pay our standard parts and labor charges for such changes. If the System is to be installed according to plans and specifications provided by Buyer, you agree to pay for any and all additions, changes or corrections necessitated by inaccuracies, errors, discrepancies or changes in said plans and specifications at our then prevailing rates and charges for equipment and labor. YOU AGREE THAT YOU HAVE CHOSEN THIS SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

12. **DENALECT IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY.** You understand that: (a) we are not an insurer of your premises, property or the personal safety of persons in your premises; (b) you are solely responsible for providing any life, health or disability insurance for yourself and persons who use the System, and insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and not on the value of your premises or its contents; (d) alarm systems and repair service may not always operate properly for various reasons; (e) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (f) it is difficult to determine in advance the value of the property that might be lost, stolen or destroyed if the System or our service fail to operate properly; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or service. Therefore, you agree, that even if a court decides that our breach of this agreement, or a failure of the System, or our negligence, or a failure of the installation or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of \$1500.00 or an amount equal to one-half the total price set forth in Section 2, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability instead of the liquidated damages for an additional periodic charge. If you elect this option, we will attach a rider to this agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the limitation of liability does not mean that we are an insurer.

13. **THIRD PARTY INDEMNIFICATION AND SUBROGATION.** If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) our breach of this agreement, (ii) a failure of the System or services, (iii) our negligence, (iv) any other improper or careless activity of ours in providing the System or services, or (v) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorney's fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

14. **LIMITATION ON LAWSUITS; REFERENCE.** Both parties agree that no law suit or any other legal proceeding connect with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this agreement, (other than actions brought by Company in small claims court to collect amounts due under this agreement) will be settled by a reference proceeding in Contra Costa County, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law, in the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

15. **ENTIRE AGREEMENT.** The entire and only agreement between you and Denalect is written in this agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you (and if married, your spouse) and us. IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OUR STAFF. If you have given or ever give us a purchase order for the System or service which provides for different terms than this agreement, this agreement will govern and be controlling. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force. You agree that this agreement is performed in the state of California and shall be governed by the laws of California.

16. **LICENSES.** ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

8. **MONITORING SERVICE:** If monitoring is provided, we shall connect the system to our monitoring facility (the "Center.") When an alarm signal from the alarm system is received, the Center will try to telephone the proper police or fire department or other emergency personnel and the first available person on the emergency call list you give us; and when a non-emergency signal is received, the Center will attempt to contact you or the first available person on your emergency call list but will not notify emergency authorities. The Center reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. You consent to the tape recording of all telephonic communications between your premises and the Center. You acknowledge and agree that both you and we are required to comply with all laws rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the system. We may modify or discontinue any particular response service due to governmental or insurance requirements by giving you written notice. If any governmental agency, now or in the future requires enhanced or two-call verification, physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us or otherwise comply with such requirements. We may charge an additional monthly fee for such service that will be added to the then current monthly fee.

9. **TRANSMISSION LINES.** Monitored systems includes a communicator that sends signals to the Center either over your regular telephone service or dedicated cellular or long-range radio facilities. The system will not work using standard cellular telephone service. You will pay for all telephone charges including any installation fee for a special jack to connect the system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the system priority over other telephones in your premises, however, when the system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the system connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and we will not know of the telephone service problem. We may utilize a cellular or long-range radio communications system for transmitting alarm signals from your premises to the Center as either a primary or secondary communications system. The use of cellular systems and long range radio may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option. Cellular and radio transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control. You agree to reimburse us for any costs we may incur to reprogram the system's communication devices because of area code changes or other dialing pattern changes. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the system from transmitting alarm signals to the Center, after it is installed or at any time in the future, and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband or Internet service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL, OR OTHER BROADBAND OR INTERNET SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.**

10. **FALSE ALARMS.** You agree that you and others using the system will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. In addition, if we dispatch a response officer or service person in response to a false alarm you have caused, you agree to pay us for the service call at our then prevailing rates with a one (1) hour minimum visit charge. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to the Center or us by any governmental agency, you will pay us for the charge.

11. **REPAIR SERVICE.** (a) **Time and Material Service.** We will repair the system on a time and material basis. You will pay our standard parts and labor charges for all repair calls. There will be a minimum one (1) hour visit charge for each repair call. Payment is due upon completion of the work. We may substitute materials of equal quality at time of replacement and may install reconditioned used parts. All repairs shall be performed during normal business hours, which are 9:00 am to 5:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. (b) **Contract Repair Service.** If you have selected Contract Repair Service, we will, during the term of this agreement, provide repair service for the system. Our repair service will include all parts and labor for repairs necessitated by ordinary wear and tear. We may substitute materials of equal quality at time of replacement and may install reconditioned used parts. All repairs shall usually be performed on the next business day after receipt of your service request on Monday through Friday except holidays we observe during our normal business hours, which are 9:00 a.m. to 5:00 p.m. Emergency service is available at other times at our prevailing service rates. You shall pay us for all parts and labor necessary to repair the system as a result of damage caused by accident, misuse, acts of God, or attempted unauthorized repair service. Charges for repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. If you fail to pay for such charges upon completion of the work, we may terminate this agreement.

(c) **Contract Inspection Service.** For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the Schedule of Protection. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the system is attached (e.g., a sprinkler system).

12. **SUBSCRIBER'S DUTIES.** You will instruct all other persons who may use the system on its proper testing and use. You will test the system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the system includes space protection (e.g., microwave, infrared, photo beams or other such detectors), you will turn off, control, relocate or remove all things such as air conditioning and heating systems, inventory, furniture, and other such devices that might interfere with the operation of the space protection equipment. If a problem in the system occurs you will notify us. You will advise us, in writing, of the name of any insurance rating service having jurisdiction over your system and during the term of this agreement advise us, in writing, of any change to such rating service. You will obtain and keep in effect, at your sole expense, all permits or licenses that may be required for the installation and operation of the system. If a governmental agency charges Denalect with a permit fee or requires Denalect to collect a permit fee from you for the use and operation of the system, you will reimburse Denalect for any such fee paid by Denalect. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the system. If the system includes any wireless devices, you will replace the batteries as needed and at least once a year.

13. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT.** You understand that Denalect may stop or suspend monitoring and other services if: (a) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of the Center or so severely damage your premises that continuing service would be impractical; (b) there is an interruption or unavailability of the telephone service between the system and the Center; you do not pay the service charge due to us, after we have given you ten (10) days' notice that we are canceling service because of non-payment, and we may charge a re-connection fee if service is suspended for non-payment; (d) we are unable to provide service because of some action or ruling by any governmental authority; and (e) Subscriber becomes a debtor in a bankruptcy proceeding.

14. **ASSIGNEES AND SUBCONTRACTORS.** We may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. You may not transfer this agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair or monitoring services. This Agreement, and particularly sections 16 and 17, shall apply to the work or services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

15. **CHANGES TO THE SYSTEM.** If you or any governmental agency or insurance interest wants us to change the system described herein, or change it after it is connected to our Center, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

16. **DENALECT IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY.** You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the system and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the system or our service fails to operate properly; (f) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (g) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the system. **THEREFORE YOU AGREE** Even if a court or arbitrator decides that Denalect's breach of this agreement, a failure of the system, or our negligence, or a failure of the installation, monitoring, repair service, alarm response or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in or about your premises, you agree that our liability shall be limited to the lesser of \$2,000.00 or twelve (12) times the monthly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. **YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Our agreeing to the higher limitation of liability does not mean that we are an insurer.

17. **THIRD-PARTY INDEMNIFICATION AND SUBROGATION.** If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Denalect's breach of this agreement or a failure of the system or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the system or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court referee or arbitrator orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance Denalect, and you agree to defend us against any such claim. You will notify your insurance company of this release.

18. **LIMITATION ON LAWSUITS; REFERENCE.** Both Denalect and Subscriber agree that no law suit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this agreement, (other than actions brought by Denalect in small claims court to collect amounts due under this agreement) will be settled by a reference proceeding in Alameda County, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary judge with all of the powers of a temporary judge authorized by law. In the event that the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

19. **INFORMATION AND PRIVACY.** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate Subscriber information and statistics that do not include information that identifies you personally, except as required to provide the services that you have selected, we will not otherwise monitor your premises.

20. **ENTIRE AGREEMENT.** The entire and only agreement between you and Denalect is written in this agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SECURITY CONSULTANT.** If you have given or ever give us a purchase order for the system or services, which provides for different terms than this agreement, this agreement will govern and be controlling. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force. You agree that this agreement is performed in the state of California and shall be governed by the laws of California.

21. **OUR LICENSE.** ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814.

**CONTINUED TERMS & CONDITIONS APPLY TO ENTIRE SCOPE OF WORK**

- This quotation is based on our best assessment, understanding of the needs for this project. Additional items, devices, controls or services, which may be required by others or to comply with codes, should be considered an extra unless specifically agreed to in writing.
- Fire alarm plans will need to be reviewed, stamped and signed by an Electrical Engineer before we can submit fire plans to the Oakland Fire District. The cost for this review to be paid for by customer at no charge to Denalect.
- This quotation includes only those devices and services listed above.
- **This quotation must be signed along with a Denalect Installation and monitoring contract prior to the start of any work on the project.**
- Denalect Alarm has no control over the local AHJ (Oakland Fire) and will not be responsible for any delays in construction due to changes that could occur.
- Labor and material warranties are one year from the date of startup unless specifically stated differently in the contract documents.
- All Warranty activity will be between the hours of 8:00am – 5:00pm Monday through Friday except holidays, only.
- This quotation is based on our standard labor rate and is not based on prevailing wage.

**SPECIAL NOTES**

You will be required to install battery operated smoke detectors in each apartment in addition to CO detectors.

Since we have already spent time and labor on designing the initial system back in 2018 based on what they required at the time, we have incorporated the additional equipment and device design into the drawings so we are very close to finalizing them to be reviewed by an Electrical Engineer and then submit them to Oakland Fire District.

Below is a guide based on what we have been experiencing with the Oakland Fire District.

**ESTIMATED TIME CONSIDERATIONS FOR THIS PROJECT (BUSINESS DAYS)**

Contracts and management approval once received	3 days
Prepare fire alarm shop drawings for Fire District (Almost complete)	10-15 days
Plan check/permit process with AHJ/Oakland FD	8-14 weeks
Scheduling (once plans are approved & received)	1-2 weeks
Installation of system - <u>Various Days as job progresses based on notification to building tenants and for access to the apartments on various days for equipment to be installed.</u>	
Authority having jurisdiction (Oakland Fire final inspection notice)	2 days

To move forward with this project or have any questions, please contact me at 925-932-2211, so I can get the installation and monitoring paperwork to you immediately so we can continue on your project. We look forward to working with you on this project.

Sincerely,

David Goldstone  
Sales Manager  
Denalect Alarm

  
Approval to proceed with contracts

3/16/23  
Date

34



# DENALECT ALARM COMPANY

P.O. Box 5208, 1309 Pine St., Walnut Creek, CA 94596 Tel: 925.932.2211 Fax: 925.935.2323

**ATTACHMENT "A" (CONSISTING OF 3 PAGES) FIRE ALARM SYSTEM QUOTATION  
DATED JANUARY 9, 2023 IS INCORPORATED HEREIN AND MADE PART OF OUR  
ORIGINAL CONTRACT DATED JANUARY 9, 2023  
REVISED FIRE ALARM SYSTEM QUOTATION BASED ON \*\*CHANGES MADE BY THE  
OAKLAND FIRE DISTRICT**

January 9, 2023

Ted Dang  
421 Associates LLC  
1305 Franklin St. Suite 500  
Oakland, CA 94612

**Project:** Fire Alarm system for Apartment Building located at 2230 Lakeshore Ave,  
Oakland

## SCOPE OF WORK (DESIGN BUILD FIRE ALARM SYSTEM)

Denalect Alarm is pleased to resubmit for your review our proposal based on the drawings provided by you and the change in requirements by the Oakland Fire District. Our price includes fire alarm design, drawings for \*submittal to the Oakland Fire District, schedule of equipment below, wiring, installation and connection of equipment below. All programming and testing. Final test with Oakland Fire and Record of completion. The fire alarm system will consist of a new fire alarm panel in the garage, a new fire alarm annunciator located near the main front entry area and will connect to smoke detectors, pull stations, horn/strobes and Strobes in all common areas of each floor also include low frequency horns to be located in each apartments bedrooms and main apartment hall entry area.

## EQUIPMENT LIST FOR THE FIRE ALARM SYSTEM

- 1 - Fire Alarm Control Panel
- 2 - Back up batteries & power supply for when normal current fails for the fire alarm panel
- 1 - Fire alarm remote annunciator
- 1 - AES radio transmitter
- 1 - Power supply for the horns, horn/strobes, strobes and low frequency horns in the apartments
- 1 - Door holder for the door in the garage that leads to the elevator lobby
- 1 - Input Module
- 6 - Pull stations
- 1 - W/P Pull Station\*\*
- 1 - W/P Pull Station back box\*\*
- 11 - Horn/strobes\*\*
- 6 - Strobes
- 1 - Exterior w/p horn
- 1 - Exterior w/p back box for horn
- 8 - Smoke detectors
- 7 - Heat detectors
- 21 - Low frequency low profile horns in the apartment units
- 1 - Fire alarm document box at fire alarm panel
- 1 - \*Fire Alarm submittal to the Oakland Fire District. The fees for this submittal are NOT included in the cost below. Oakland has recently changed how they accept building plans which includes fire alarm permits/submittals. It is all done online and is no longer reviewed by the Oakland Fire District. They are now subbing ALL plan reviews to a third party. Once plans are accepted, they will notify the submitter at which time they may require partial payment for the plan review. Once the plans are finally approved, they will forward an invoice for payment which we will pass on to you for payment. Additional submittals due to changes and or modifications to the project are not included. Additional charges will apply if additional submittals are required and does not include additional Fire Department Plan submittal fees. Expedited plan fees are additional.

000057



January 9, 2023

Page 2

#### **CONTINUED EQUIPMENT LIST FOR THE FIRE ALARM SYSTEM**

- 1 - Lot: Program system, testing of each device, required inspection and end user training
- 1 - Lot: Final Fire Department inspection with Oakland Fire District
- 1 - Lot: Shop drawings and equipment submittals
- 1 - Lot: wire mold and wire mold back boxes for devices in the hallways and inside ALL of the apartments
- 1 - Lot: Conduit for all devices in the garage and up through the stairwell for connecting each floor to the fire alarm
- 1 - Lot: Back boxes as needed
- 1 - Lot: Wire
- 1 - Lot: Labor
- 1 - Lot: U.L. Certificate as required by the Oakland Fire District
- 1 - Lot: Monitoring and required annual inspections
- 1 - Lot: Connectors, fasteners, harness & ties
- 1 - Lot: Freight & Sales tax

#### **SUPPLIED BY CUSTOMER AND ELECTRICAL CONTRACTOR**

Dedicated 20amp circuit at the fire alarm panel and a raceway from the garage to the top floor for running wires.

The purchase and installation cost of the above fire system is \$50,262.00. The monitoring, U.L. Certificate and required annual inspections will be \$142.00 per month.

#### **EXCLUSIONS**

Oakland Fire District is now requiring that all fire alarm plans submitted to the city be reviewed and stamped by a licensed Electrical Engineer. Once you approve the work to move forward, we will obtain the cost of having our fire alarm plans reviewed and advise you of the cost as it is not part of this quote.

Connection to any flow switches, tamper switches and PIV switch.

All Conduits underground, Weather proof enclosures, terminal cabinets to be provided with pull strings supplied marked and installed by Electrical Contractor only if required. At this time, I don't see any of these being needed.

**Any smoke detector and or heat detector devices in the apartment units**

All 120 volt smoke alarms/Co2 detectors with integral audible alarm and any audio/visual devices in apartment units

Access doors, panels or hatches for access between floors for wire runs

Duct detectors and fire smoke dampers connected to any common HVAC units for the building

Roof Penetrations

Fire proofing

Concrete work

Electrical Engineers review, stamp and signature on drawings (Now required)

ALL Building and electrical permit fees if required.

ALL Fire alarm submittal fees as stated above

Additional devices, which may be required by the AHJ

Paint, patching, acoustical ceiling tiles, or any other typical finish work.

Engineering or redesign based on changes made by Oakland Fire

Underground trenching, raceways, and gutters.

Painting of conduit, wire mold and back boxes

Fire Watch

Knox Box. This will be required to be mounted on the front of the building to hold keys for fire departments access to the building.

Special Insurance, bonds, premium time and overtime.

#### **TERMS & CONDITIONS APPLY TO ENTIRE SCOPE OF WORK**

- This quotation does not include ceiling access hatches, terminal cabinets, raceways, gutters, and WP enclosures.
- Fan, dampers, HVAC controls or interfaces should be considered an extra unless specifically mentioned and outlined above. (Provided and installed by mechanical) if it applies
- Changes to plans submitted at the time of shop drawings, that require reengineering of system, will result in additional charges.
- All required CAD files are to be provided by others at no additional cost to Denalect and shall be clean, free of excessive details & 1/8" scale. You have provided some drawings to us already.

46

000058



Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check images for account # [REDACTED]

TEOW. DANO, TRUSTEE ACCOUNT  
12817 FORTIN BLVD  
OAKLAND, CA 94612

CITIBANK N.A.  
12817 FORTIN BLVD  
OAKLAND, CA 94612

24276

PAY TO THE ORDER OF  
ANTONE'S APPLIANCE  
PO BOX 27317  
OAKLAND, CA 94602

\*\*\*\* ONE HUNDRED FIFTY AND 00/100 DOLLARS \*\*\*\*  
DATE 05/19/23 AMOUNT \$115.00\*\*\*\*

PO 24276# 4321171184# [REDACTED]

Ck Date: 05/30/2023 Ck No: 24276 Amt: \$115.00

TEOW. DANO, TRUSTEE ACCOUNT  
12817 FORTIN BLVD  
OAKLAND, CA 94612

CITIBANK N.A.  
12817 FORTIN BLVD  
OAKLAND, CA 94612

24277

PAY TO THE ORDER OF  
ERIO GABRIEL HARDUCCI  
2138 BRICH CT  
SAN RAFAEL, CA 94905

\*\*\*\* ONE THOUSAND TWO HUNDRED AND 00/100 DOLLARS \*\*\*\*  
DATE 05/19/23 AMOUNT \$1,200.00\*\*\*\*

PO 24277# 4321171184# [REDACTED]

Ck Date: 05/23/2023 Ck No: 24277 Amt: \$1200.00

TEOW. DANO, TRUSTEE ACCOUNT  
12817 FORTIN BLVD  
OAKLAND, CA 94612

CITIBANK N.A.  
12817 FORTIN BLVD  
OAKLAND, CA 94612

24278

PAY TO THE ORDER OF  
ERIO GABRIEL HARDUCCI  
2138 BRICH CT  
SAN RAFAEL, CA 94905

\*\*\*\* THREE HUNDRED THREE AND 89/100 DOLLARS \*\*\*\*  
DATE 05/19/23 AMOUNT \$303.89\*\*\*\*

PO 24278# 4321171184# [REDACTED]

Ck Date: 05/23/2023 Ck No: 24278 Amt: \$303.89

TEOW. DANO, TRUSTEE ACCOUNT  
12817 FORTIN BLVD  
OAKLAND, CA 94612

CITIBANK N.A.  
12817 FORTIN BLVD  
OAKLAND, CA 94612

24279

PAY TO THE ORDER OF  
DANIEL ALAN COMPANY  
P.O. BOX 5208  
WALNUT CREEK, CA 94596-1208

\*\*\*\* TWENTY FIVE THOUSAND AND 00/100 DOLLARS \*\*\*\*  
DATE 05/22/23 AMOUNT \$25,000.00\*\*\*\*

PO 24279# 4321171184# [REDACTED]

Ck Date: 05/30/2023 Ck No: 24279 Amt: \$25000.00

TEOW. DANO, TRUSTEE ACCOUNT  
12817 FORTIN BLVD  
OAKLAND, CA 94612

CITIBANK N.A.  
12817 FORTIN BLVD  
OAKLAND, CA 94612

24280

PAY TO THE ORDER OF  
PO & S  
BOX 597300  
SACRAMENTO, CA 95899-7300

\*\*\*\* TWO THOUSAND SEVEN AND 51/100 DOLLARS \*\*\*\*  
DATE 05/22/23 AMOUNT \$2,007.51\*\*\*\*

PO 24280# 4321171184# [REDACTED]

Ck Date: 05/31/2023 Ck No: 24280 Amt: \$2007.51

TEOW. DANO, TRUSTEE ACCOUNT  
12817 FORTIN BLVD  
OAKLAND, CA 94612

CITIBANK N.A.  
12817 FORTIN BLVD  
OAKLAND, CA 94612

24281

PAY TO THE ORDER OF  
CITY OF VACAVILLE  
559 MERCHANT STREET  
VACAVILLE, CA 95688

\*\*\*\* SIX THOUSAND SIXTY SEVEN AND 01/100 DOLLARS \*\*\*\*  
DATE 05/24/23 AMOUNT \$667.08\*\*\*\*

PO 24281# 4321171184# [REDACTED]

Ck Date: 05/26/2023 Ck No: 24281 Amt: \$667.08

TEOW. DANO, TRUSTEE ACCOUNT  
12817 FORTIN BLVD  
OAKLAND, CA 94612

CITIBANK N.A.  
12817 FORTIN BLVD  
OAKLAND, CA 94612

24283

PAY TO THE ORDER OF  
JAN TERENCE SERVICES  
343 218 ST  
OAKLAND, CA 94607

\*\*\*\* FIVE THOUSAND FIVE HUNDRED FORTY FIVE AND 00/100 DOLLARS \*\*\*\*  
DATE 05/24/23 AMOUNT \$5,545.00\*\*\*\*

PO 24283# 4321171184# [REDACTED]

Ck Date: 05/26/2023 Ck No: 24283 Amt: \$5545.00

TEOW. DANO, TRUSTEE ACCOUNT  
12817 FORTIN BLVD  
OAKLAND, CA 94612

CITIBANK N.A.  
12817 FORTIN BLVD  
OAKLAND, CA 94612

24284

PAY TO THE ORDER OF  
1013 RACINE COMPANY  
7844 CECIL AVENUE  
OAKLAND, CA 94605

\*\*\*\* THIRTY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS \*\*\*\*  
DATE 05/24/23 AMOUNT \$22,500.00\*\*\*\*

PO 24284# 4321171184# [REDACTED]

Ck Date: 05/30/2023 Ck No: 24284 Amt: \$22500.00

TEOW. DANO, TRUSTEE ACCOUNT  
12817 FORTIN BLVD  
OAKLAND, CA 94612

CITIBANK N.A.  
12817 FORTIN BLVD  
OAKLAND, CA 94612

24294

PAY TO THE ORDER OF  
PO & S  
BOX 597300  
SACRAMENTO, CA 95899-7300

\*\*\*\* THREE HUNDRED EIGHTY SEVEN AND 81/100 DOLLARS \*\*\*\*  
DATE 05/25/23 AMOUNT \$387.81\*\*\*\*

PO 24294# 4321171184# [REDACTED]

Ck Date: 05/31/2023 Ck No: 24294 Amt: \$387.81

5448

EOLR486H 1076 0526 CFM033 38 230601 PAGE 00037 OF 00007

Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.  
Check images for account # [REDACTED]

24737  
TED W. DANG, TRUSTEE ACCOUNT  
1201 Folsom Blvd  
Oakland, CA 94612  
CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10048  
PAY TO THE ORDER OF  
\*\*\* TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS  
DATE 01/19/24 AMOUNT \$2,500.00\*\*\*  
1755 Dolores St.  
San Francisco, CA 94110  
[Signature]  
[Stamp]

Ck Date: 01/19/2024 Ck No: 24737 Amt: \$2500.00

24738  
TED W. DANG, TRUSTEE ACCOUNT  
1201 Folsom Blvd  
Oakland, CA 94612  
CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10048  
PAY TO THE ORDER OF  
\*\*\* EIGHT THOUSAND SIXTY EIGHT AND 00/100 DOLLARS  
DATE 01/16/24 AMOUNT \$8,068.00\*\*\*  
Toby Wong  
1150 Arlington Ave  
El Cerrito, Ca 94530  
[Signature]  
[Stamp]

Ck Date: 01/24/2024 Ck No: 24738 Amt: \$8068.00

24741  
TED W. DANG, TRUSTEE ACCOUNT  
1201 Folsom Blvd  
Oakland, CA 94612  
CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10048  
PAY TO THE ORDER OF  
\*\*\* EIGHT HUNDRED FORTY AND 00/100 DOLLARS  
DATE 01/14/24 AMOUNT \$840.00\*\*\*  
Jason Zander  
124 Madison St  
Moline, IL 61734  
[Signature]  
[Stamp]

Ck Date: 01/22/2024 Ck No: 24741 Amt: \$840.00

24742  
TED W. DANG, TRUSTEE ACCOUNT  
1201 Folsom Blvd  
Oakland, CA 94612  
CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10048  
PAY TO THE ORDER OF  
\*\*\* THIRTY ONE THOUSAND FOUR HUNDRED SEVENTY TWO AND 70/100 DOLLARS  
DATE 01/16/24 AMOUNT \$31,472.70\*\*\*  
Donald Nish Company  
P.O. Box 5208  
Walnut Creek, CA 94595-1208  
[Signature]  
[Stamp]

Ck Date: 01/19/2024 Ck No: 24742 Amt: \$21472.70

24743  
TED W. DANG, TRUSTEE ACCOUNT  
1201 Folsom Blvd  
Oakland, CA 94612  
CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10048  
PAY TO THE ORDER OF  
\*\*\* FORTY THREE AND 00/100 DOLLARS  
DATE 01/16/24 AMOUNT \$43.95\*\*\*  
Dorcas Inc  
129 S. Glasgow Ave  
Englewood, CA 90101  
[Signature]  
[Stamp]

Ck Date: 01/22/2024 Ck No: 24743 Amt: \$43.95

24744  
TED W. DANG, TRUSTEE ACCOUNT  
1201 Folsom Blvd  
Oakland, CA 94612  
CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10048  
PAY TO THE ORDER OF  
\*\*\* THREE HUNDRED SEVENTEEN AND 41/100 DOLLARS  
DATE 01/16/24 AMOUNT \$317.41\*\*\*  
A 7 & 7  
300 West 5019  
Coral Springs, FL 33067-5019  
[Signature]  
[Stamp]

Ck Date: 01/29/2024 Ck No: 24744 Amt: \$317.41

24745  
TED W. DANG, TRUSTEE ACCOUNT  
1201 Folsom Blvd  
Oakland, CA 94612  
CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10048  
PAY TO THE ORDER OF  
\*\*\* ONE HUNDRED FIFTY TWO AND 00/100 DOLLARS  
DATE 01/16/24 AMOUNT \$150.00\*\*\*  
Jason Stewart  
1719 Broadway Blvd  
Oakland, CA 94612  
[Signature]  
[Stamp]

Ck Date: 01/22/2024 Ck No: 24745 Amt: \$150.00

24746  
TED W. DANG, TRUSTEE ACCOUNT  
1201 Folsom Blvd  
Oakland, CA 94612  
CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10048  
PAY TO THE ORDER OF  
\*\*\* FOUR THOUSAND ELEVEN AND 64/100 DOLLARS  
DATE 01/16/24 AMOUNT \$4,011.64\*\*\*  
PO & E  
300 West 5019  
Coral Springs, FL 33067-5019  
[Signature]  
[Stamp]

Ck Date: 01/22/2024 Ck No: 24746 Amt: \$4011.64

24747  
TED W. DANG, TRUSTEE ACCOUNT  
1201 Folsom Blvd  
Oakland, CA 94612  
CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10048  
PAY TO THE ORDER OF  
\*\*\* ELEVEN THOUSAND FIVE HUNDRED FIFTY AND 00/100 DOLLARS  
DATE 01/17/24 AMOUNT \$11,550.00\*\*\*  
Helen P. Dang Revocable Trust  
2907 Southwicks Terrace  
Fremont, CA 94536  
[Signature]  
[Stamp]

Ck Date: 01/25/2024 Ck No: 24747 Amt: \$11550.00

24748  
TED W. DANG, TRUSTEE ACCOUNT  
1201 Folsom Blvd  
Oakland, CA 94612  
CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10048  
PAY TO THE ORDER OF  
Three thousand and one and 50/100 Dollars  
DATE 01/24/24 AMOUNT \$3,001.50  
Lynn Sanders  
[Signature]  
[Stamp]

Ck Date: 01/24/2024 Ck No: 24748 Amt: \$3001.50

4544

EDLR406H 1076 0526 CFH033 38 240201 PAGE 00009 OF 00010

Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check images for account # [REDACTED]

**TED W. DANG, TTE**  
1200 Franklin St #100  
Oakland, CA 94612

**CITIBANK N.A.**  
1200 Franklin St #100  
Oakland, CA 94612

50244

PAY TO THE ORDER OF \*\*\*\* TWO THOUSAND THREE HUNDRED FIFTY EIGHT AND 46/100 DOLLARS \*\*\*\*  
DATE 07/03/24 AMOUNT \$2,358.46\*\*

Calystem Restoration Services Inc.  
6122 Foothill Blvd  
Oakland, CA 94612

PO50244# 4321171184# [REDACTED]

Ck Date: 08/06/2024 Ck No: 50244 Amt: \$2358.46

**TED W. DANG, TTE**  
1200 Franklin St #100  
Oakland, CA 94612

**CITIBANK N.A.**  
1200 Franklin St #100  
Oakland, CA 94612

50272

PAY TO THE ORDER OF \*\*\*\* TWO HUNDRED NINETY NINE AND 00/100 DOLLARS \*\*\*\*  
DATE 07/22/24 AMOUNT \$299.00\*\*

Thanks Up Rooter & Plumbing, LLC  
2017 24th Ave.  
Oakland, CA 94603

PO50272# 4321171184# [REDACTED]

Ck Date: 08/12/2024 Ck No: 50272 Amt: \$299.00

**TED W. DANG, TTE**  
1200 Franklin St #100  
Oakland, CA 94612

**CITIBANK N.A.**  
1200 Franklin St #100  
Oakland, CA 94612

50277

PAY TO THE ORDER OF \*\*\*\* TWO HUNDRED SEVENTY ONE AND 00/100 DOLLARS \*\*\*\*  
DATE 07/26/24 AMOUNT \$271.00\*\*

RSL, LLC dba RSC Person.  
c/o Northstar Management Inc  
3100 N Fresno St., Ste 370  
Fresno, CA 93720

PO50277# 4321171184# [REDACTED]

Ck Date: 08/02/2024 Ck No: 50277 Amt: \$271.00

**TED W. DANG, TTE**  
1200 Franklin St #100  
Oakland, CA 94612

**CITIBANK N.A.**  
1200 Franklin St #100  
Oakland, CA 94612

50282

PAY TO THE ORDER OF \*\*\*\* FIVE THOUSAND AND 00/100 DOLLARS \*\*\*\*  
DATE 07/27/24 AMOUNT \$5,000.00\*\*

Randra E. Wong  
1305 Franklin St, STE 500  
Oakland, CA 94612

PO50282# 4321171184# [REDACTED]

Ck Date: 08/23/2024 Ck No: 50282 Amt: \$5000.00

**TED W. DANG, TTE**  
1200 Franklin St #100  
Oakland, CA 94612

**CITIBANK N.A.**  
1200 Franklin St #100  
Oakland, CA 94612

50283

PAY TO THE ORDER OF \*\*\*\* FORTY SIX THOUSAND AND 00/100 DOLLARS \*\*\*\*  
DATE 07/27/24 AMOUNT \$46,000.00\*\*

Ted Dang  
1305 Franklin St #500  
Oakland, CA 94612

PO50283# 4321171184# [REDACTED]

Ck Date: 08/02/2024 Ck No: 50283 Amt: \$46000.00

**TED W. DANG, TTE**  
1200 Franklin St #100  
Oakland, CA 94612

**CITIBANK N.A.**  
1200 Franklin St #100  
Oakland, CA 94612

50284

PAY TO THE ORDER OF \*\*\*\* FIVE THOUSAND AND 00/100 DOLLARS \*\*\*\*  
DATE 07/27/24 AMOUNT \$5,000.00\*\*

Gary Wong  
1705 Colours St  
San Francisco, CA 94110

PO50284# 4321171184# [REDACTED]

Ck Date: 08/08/2024 Ck No: 50284 Amt: \$5000.00

**TED W. DANG, TTE**  
1200 Franklin St #100  
Oakland, CA 94612

**CITIBANK N.A.**  
1200 Franklin St #100  
Oakland, CA 94612

50285

PAY TO THE ORDER OF \*\*\*\* FIVE THOUSAND AND 00/100 DOLLARS \*\*\*\*  
DATE 07/27/24 AMOUNT \$5,000.00\*\*

Larry Wong

PO50285# 4321171184# [REDACTED]

Ck Date: 08/21/2024 Ck No: 50285 Amt: \$5000.00

**TED W. DANG, TTE**  
1200 Franklin St #100  
Oakland, CA 94612

**CITIBANK N.A.**  
1200 Franklin St #100  
Oakland, CA 94612

50287

PAY TO THE ORDER OF \*\*\*\* THREE THOUSAND SEVEN HUNDRED EIGHTY NINE AND 30/100 DOLLARS \*\*\*\*  
DATE 07/29/24 AMOUNT \$3,789.30\*\*

Dunleec Alarm Company  
P.O. Box 3120  
Marina Creek, CA 94566-1208

PO50287# 4321171184# [REDACTED]

Ck Date: 08/01/2024 Ck No: 50287 Amt: \$3789.30

**TED W. DANG, TTE**  
1200 Franklin St #100  
Oakland, CA 94612

**CITIBANK N.A.**  
1200 Franklin St #100  
Oakland, CA 94612

50288

PAY TO THE ORDER OF \*\*\*\* ELEVEN THOUSAND TWO HUNDRED TWENTY FIVE AND 00/100 DOLLARS \*\*\*\*  
DATE 07/29/24 AMOUNT \$11,225.00\*\*

Tao Yeung  
1771 Glenview Ave #122  
Alameda, CA 94601

PO50288# 4321171184# [REDACTED]

Ck Date: 08/02/2024 Ck No: 50288 Amt: \$11225.00

**TED W. DANG, TTE**  
1200 Franklin St #100  
Oakland, CA 94612

**CITIBANK N.A.**  
1200 Franklin St #100  
Oakland, CA 94612

50289

PAY TO THE ORDER OF \*\*\*\* THREE THOUSAND ONE HUNDRED EIGHTY SEVEN AND 76/100 DOLLARS \*\*\*\*  
DATE 07/29/24 AMOUNT \$3,187.76\*\*

Chase Card Services

PO50289# 4321171184# [REDACTED]

Ck Date: 08/07/2024 Ck No: 50289 Amt: \$3187.76

34

11/3/22, 4:10 PM

Show Receipt Detail

**RECEIPT**

City of Oakland  
REFBASE  
250 FRANK H. OGAWA PLAZA  
510-238-3254

Application: FDPR22-01180  
Application Type: Fire/Plan Review/NA/NA  
Address: 2230 LAKESHORE AVE

Receipt No.	5417816					
Payment Method	Ref Number	Amount Paid	Payment Date	Cashier ID	Received	Comments
Credit Card	1451298-3	\$2,535.00	11/03/2022	will9p		Ted Dang

Owner Info: DAVID GOLDSTONE  
1309 PINE ST  
WALNIT CREEK, CA 94596

Work Description: B2203633 - Fire alarm- DENALECT ALARM

40

000062

Permits for which no major inspection has been approved within 180 days shall expire by limitation. No refund more than 180 days after expiration or final.

2230 LAKESHORE AVE



**PLANNING AND BUILDING DEPARTMENT**  
250 FRANK H. OGAWA PLAZA, 2ND FLOOR, OAKLAND CA 94612  
ONLINE PERMIT CENTER  
<https://aca-prod.accela.com/oakland>

2230 LAKESHORE AVE

PH: 510-238-3891  
FAX: 510-238-2263  
TDD: 510-238-3254

Permit No: B2203633 (B) - Building Alteration - 3+ Residential Permit Issued: 10/31/2022  
Units or Commercial (Building)  
Job Site: 2230 LAKESHORE AVE Schedule Inspection by calling: 510-238-3444  
Parcel No: 023 041401300  
District:  
Project Description: Mandatory seismic retrofit for soft story 4story, 8-unit MFD, designed to comply with OMC Chapter 15.27.  
Related Permits: BW22004077

	<u>Name</u>	<u>Applicant</u>	<u>Address</u>	<u>Phone</u>	<u>License #</u>
Owner:	WILLIAMS JOHN & LIMING W TRS & 421 ASSOCIATES LLC		1305 FRANKLIN ST san francisco, CA		
Contractor:	SFT CONSTRUCTION CORP		322 6TH STREET UNIT 4 SAN FRANCISCO, CA	(415) 707-1046	1009086
Contractor- Employee:	Shayan Mir	X	322 6TH STREET UNIT 4 SAN FRANCISCO, CA	4154501371	

**PERMIT DETAILS:** Non-Residential/Building/Alteration

**General Information**

Green Code Checklist:	Sets Of Plans:	0 DIGITAL	Report - Soil/Geotech:
	Structural Calculations:	0 DIGITAL	Energy Calculations (T24):

**Proposed Building Information**

Building Use:	Apartment > 5 Units with Secondary Unit	Number Of Stories:	4	Fire Sprinklers:	
Occupancy Group:	R-2 Residential > 2 Units	Number Of Units:	8	Total Floor Area (sq ft):	0
Construction Type:	VB - Combustible Construction; No Fire Rating	No. of Additional Bedrooms:		Additional Floor Area (sq ft):	

**Work Information**

Job Value: \$45,000.00

**TOTAL FEES TO BE PAID: \$0.00**

Plans Checked By \_\_\_\_\_ Date \_\_\_\_\_ Permit Issued By \_\_\_\_\_ Date \_\_\_\_\_  
Finalized By \_\_\_\_\_ Date \_\_\_\_\_

**000063**

the link to read the instructions in Spanish.  
Click the link to read the instructions in Chinese.

Global Search...

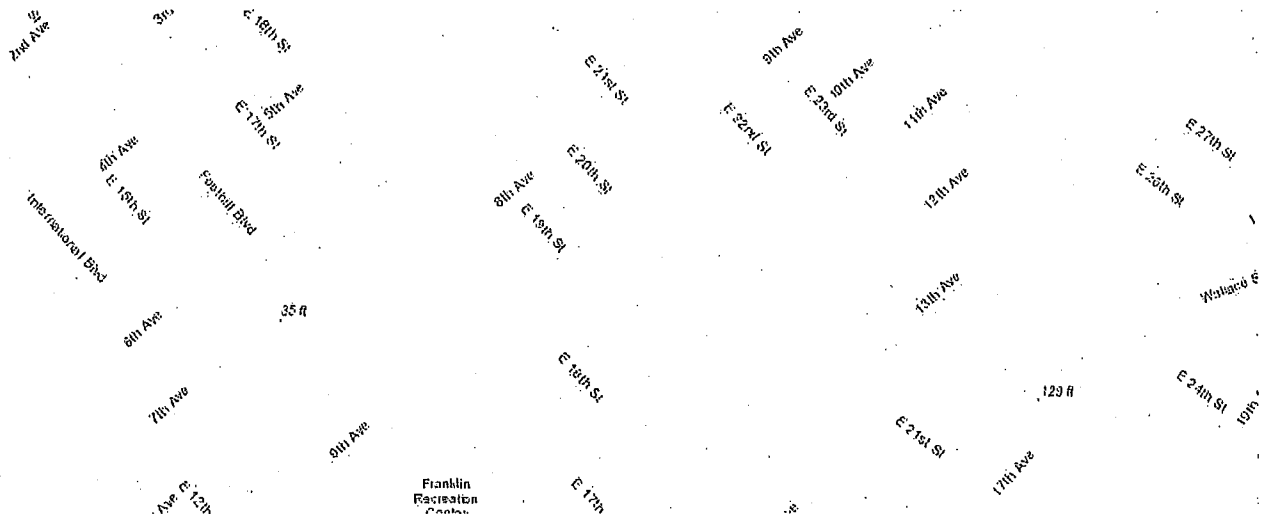
[Home](#)
[Building](#)
[Planning](#)
[Enforcement](#)
[Fire](#)
[Apply for a Building Permit](#)
[Search Building Records](#)
**Record B2203633:****(B) - Building Alteration - 3+ Residential Units or Commercial (Building)****Record Status: Final**

Record Info ▾

**Work Location****2230 LAKESHORE AVE \***

Oakland CA 94606

ADDRESS UPDATED: 03/04/2020

**Record Details****Project Description:**

Mandatory seismic retrofit for soft story 4story, 8-unit  
MFD, designed to comply with OMC Chapter 15.27.

▼ **More Details**
☒ **Additional Information**

**Job Value(\$):**  
\$45,000.00

☒ **Application Information**
**WORK INFORMATION**

Creating New Housing Units:

No

**PROPOSED BUILDING INFORMATION**

Number of Buildings on Lot:

1

Number of Stories:

4

Number of Units:

8

Total No. of Bedrooms:

0

42

2/14/23, 4:29 PM

Accela Citizen Access

Total Floor Area (sq ft):

0

Occupancy Group 1:

R-2 Residential > 2 Units

Building Use 1:

Apartment > 5 Units with Secondary Unit

**PREPAID INSPECTION**

Prepaid Inspections:

8

Total Prepaid Inspections:

8

Jobsite Visits:

5

**KEY DATES**

Application Expiration Date:

04/09/2023

Permit Expiration Date:

10/30/2024

Permit Inactivation Date:

07/19/2023

**PROPERTY INFORMATION**

Council District:

COUNCIL DISTRICT 2

☒ **Application Information Table**

**SPECIAL INSPECTIONS**

Special Inspection:

Comment:

Concrete Construction

- Concrete fc = 3,000 psi - Reinf. placement - Concrete placement - Epoxy Dowel

Prescribed:

10/20/2022

Name of Special Inspector:

NORCON LLC

Special Inspection:

Comment:

Steel Construction

- Field/Shop welding

Prescribed:

10/20/2022

Name of Special Inspector:

NORCON LLC

Special Inspection:

Comment:

Seismic Force Resisting System

- Structural wood - Structural steel / Steel Moment Frame

Prescribed:

10/20/2022

Name of Special Inspector:

NORCON LLC

☒ **Parcel Information**

Parcel Number:023 041401300 \*

Block:414

Lot:--

Subdivision:--

BUILDING CLASS: D70X

CITY NUMBER OF BATHROOMS: 0

CITY NUMBER OF BUILDINGS: 0

CITY NUMBER OF ROOMS: 0

CITY NUMBER OF STORIES: 0

CITY NUMBER OF UNITS: 0

COUNTY NUMBER OF BATHROOMS: 10

COUNTY NUMBER OF BEDROOMS: 13

COUNTY NUMBER OF BUILDINGS: 1

COUNTY NUMBER OF ROOMS: 35

COUNTY NUMBER OF STORIES: 4

COUNTY NUMBER OF UNITS: 8

IN CARE OF: TED W DANG

LAST DOCUMENT DATE: 08/08/2014

LAST DOCUMENT INPUT DATE: 10/20/2014

LAST DOCUMENT NUMBER: 196663

LAST DOCUMENT YEAR: 2014

LAST UPDATED: 03/16/2022

USE CODE: Multiple residential building of 5 or more units.

YEAR BUILT: 1948

43



Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check images for account # [REDACTED]

TED W. DANG, TRUSTEE ACCOUNT  
1001 F STREET NW  
OAKLAND, CA 94612

CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10004

23927

PAY TO THE ORDER OF  
\*\*\*\*\* FIVE HUNDRED NINETY AND 00/100 DOLLARS \*\*\*\*\*  
DATE 12/08/22 AMOUNT \$519.00\*\*\*\*\*  
Terracore Associates  
P.O. Box 102100  
Pasadena, CA 91109-2100

⑆023927⑆ ⑆321171184⑆ [REDACTED] ⑆0000054900⑆

Ck Date: 12/08/2022 Ck No: 23927 Amt: \$519.00

TED W. DANG, TRUSTEE ACCOUNT  
1001 F STREET NW  
OAKLAND, CA 94612

CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10004

23928

PAY TO THE ORDER OF  
\*\*\*\*\* THREE HUNDRED FIFTY AND 00/100 DOLLARS \*\*\*\*\*  
DATE 12/08/22 AMOUNT \$350.00\*\*\*\*\*  
HARRISON FRANKS  
280 22ND ST  
SAN FRANCISCO, CA 94103

⑆023928⑆ ⑆321171184⑆ [REDACTED] ⑆0000054900⑆

Ck Date: 12/16/2022 Ck No: 23928 Amt: \$350.00

TED W. DANG, TRUSTEE ACCOUNT  
1001 F STREET NW  
OAKLAND, CA 94612

CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10004

23929

PAY TO THE ORDER OF  
\*\*\*\*\* TWO HUNDRED AND 00/100 DOLLARS \*\*\*\*\*  
DATE 12/08/22 AMOUNT \$200.00\*\*\*\*\*  
Loutkey Leckmuth LCO  
1828 E BUCKING  
TULACRE, CA 95274

⑆023929⑆ ⑆321171184⑆ [REDACTED] ⑆0000054900⑆

Ck Date: 12/12/2022 Ck No: 23929 Amt: \$200.00

TED W. DANG, TRUSTEE ACCOUNT  
1001 F STREET NW  
OAKLAND, CA 94612

CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10004

23930

PAY TO THE ORDER OF  
\*\*\*\*\* ONE HUNDRED NINETY SIX AND 21/100 DOLLARS \*\*\*\*\*  
DATE 12/06/22 AMOUNT \$196.21\*\*\*\*\*  
Star Elevators, Inc  
601 Harbor Blvd  
Belmont, CA 94002  
Boba 92 484602

⑆023930⑆ ⑆321171184⑆ [REDACTED] ⑆0000054900⑆

Ck Date: 12/12/2022 Ck No: 23930 Amt: \$196.21

TED W. DANG, TRUSTEE ACCOUNT  
1001 F STREET NW  
OAKLAND, CA 94612

CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10004

23931

PAY TO THE ORDER OF  
\*\*\*\*\* THREE THOUSAND SEVEN HUNDRED SIXTY FIVE AND 83/100 DOLLARS \*\*\*\*\*  
DATE 12/06/22 AMOUNT \$3,765.83\*\*\*\*\*  
Heste Management of Alameda County  
P.O. Box 51005  
Los Angeles, CA 90054-1055

⑆023931⑆ ⑆321171184⑆ [REDACTED] ⑆0000054900⑆

Ck Date: 12/12/2022 Ck No: 23931 Amt: \$3765.83

TED W. DANG, TRUSTEE ACCOUNT  
1001 F STREET NW  
OAKLAND, CA 94612

CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10004

23932

PAY TO THE ORDER OF  
\*\*\*\*\* THREE THOUSAND ONE HUNDRED FORTY SEVEN AND 73/100 DOLLARS \*\*\*\*\*  
DATE 12/06/22 AMOUNT \$3,147.73\*\*\*\*\*  
Wells Fargo Card Services  
P.O. Box 51349  
Los Angeles, CA 90054-0349

⑆023932⑆ ⑆321171184⑆ [REDACTED] ⑆0000054900⑆

Ck Date: 12/14/2022 Ck No: 23932 Amt: \$3147.73

TED W. DANG, TRUSTEE ACCOUNT  
1001 F STREET NW  
OAKLAND, CA 94612

CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10004

23933

PAY TO THE ORDER OF  
\*\*\*\*\* TWO HUNDRED FORTY SIX AND 72/100 DOLLARS \*\*\*\*\*  
DATE 12/09/22 AMOUNT \$246.72\*\*\*\*\*  
Republic Service #831  
PO Box 70229  
Phoenix, AZ 85062-8929

⑆023933⑆ ⑆321171184⑆ [REDACTED] ⑆0000054900⑆

Ck Date: 12/19/2022 Ck No: 23933 Amt: \$246.72

TED W. DANG, TRUSTEE ACCOUNT  
1001 F STREET NW  
OAKLAND, CA 94612

CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10004

23934

PAY TO THE ORDER OF  
\*\*\*\*\* ONE THOUSAND TWO HUNDRED NINETY THREE AND 33/100 DOLLARS \*\*\*\*\*  
DATE 12/09/22 AMOUNT \$1,293.33\*\*\*\*\*  
Armstrong Property Management  
PO Box 2820  
Visalia, CA 93275

⑆023934⑆ ⑆321171184⑆ [REDACTED] ⑆0000054900⑆

Ck Date: 12/15/2022 Ck No: 23934 Amt: \$1293.33

TED W. DANG, TRUSTEE ACCOUNT  
1001 F STREET NW  
OAKLAND, CA 94612

CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10004

23935

PAY TO THE ORDER OF  
\*\*\*\*\* SEVEN HUNDRED FIFTY FIVE AND 00/100 DOLLARS \*\*\*\*\*  
DATE 12/09/22 AMOUNT \$755.00\*\*\*\*\*  
SBCORP  
470 3rd Street, #109  
San Francisco, CA 94107

⑆023935⑆ ⑆321171184⑆ [REDACTED] ⑆0000054900⑆

Ck Date: 12/20/2022 Ck No: 23935 Amt: \$755.00

TED W. DANG, TRUSTEE ACCOUNT  
1001 F STREET NW  
OAKLAND, CA 94612

CITIBANK N.A.  
100 BROADWAY  
NEW YORK, NY 10004

23936

PAY TO THE ORDER OF  
\*\*\*\*\* SEVEN THOUSAND EIGHT AND 26/100 DOLLARS \*\*\*\*\*  
DATE 12/09/22 AMOUNT \$7,008.28\*\*\*\*\*  
TG & S  
BOX 957300  
Sacramento, CA 95890-7300

⑆023936⑆ ⑆321171184⑆ [REDACTED] ⑆0000054900⑆

Ck Date: 12/14/2022 Ck No: 23936 Amt: \$7008.28

001/R1/21/F013 R

5753

EDLR406H 1076 0526 CF033 38 221231 PAGE 00004 OF 00007

KK



## SYSTEM RECORD OF COMPLETION

*This form is to be completed by the system installation contractor at the time of system acceptance and approval.  
It shall be permitted to modify this form as needed to provide a more complete and/or clear record.  
Insert N/A in all unused lines.*

*Attach additional sheets, data, or calculations as necessary to provide a complete record.*

Form Completion Date: 10/25/2023 Supplemental Pages Attached: \_\_\_\_\_

### 1. PROPERTY INFORMATION

Name of property: 2230 LAKESHORE APARTMENTS  
Address: 2230 LAKESHORE AVE, OAKLAND CA. 94606  
Description of property: APARTMENTS  
Name of property representative: TED DANG  
Address: \_\_\_\_\_  
Phone: (510)832-2628 x 222 Fax: \_\_\_\_\_ E-mail: <twd113@aol.com>

### 2. INSTALLATION, SERVICE, TESTING, AND MONITORING INFORMATION

Installation contractor: DENALECT ALARM  
Address: 1309 PINE ST WALNUT CREEK CA. 94596  
Phone: (925) 932-2211 Fax: (925) 935-2323 E-mail: admin@denalect.com  
Service organization: DENALECT ALARM  
Address: 1309 PINE ST WALNUT CREEK CA. 94596  
Phone: (925) 932-2211 Fax: (925) 935-2323 E-mail: admin@denalect.com  
Testing organization: DENALECT ALARM  
Address: 1309 PINE ST WALNUT CREEK CA. 94596  
Phone: (925) 932-2211 Fax: (925) 935-2323 E-mail: admin@denalect.com  
Effective date for test and inspection contract: 10/2023  
Monitoring organization: DENALECT ALARM  
Address: 1309 PINE ST WALNUT CREEK CA. 94596  
Phone: (925) 932-2211 Fax: (925) 935-2323 E-mail: admin@denalect.com  
Account number: E1373 Phone line 1: N/A Phone line 2: N/A  
Means of transmission: ONE-WAY RADIO  
Entity to which alarms are retransmitted: ALAMEDA COUNTY FIRE Phone: (510) 444-1616

### 3. DOCUMENTATION

On-site location of the required record documents and site-specific software: GARAGE

### 4. DESCRIPTION OF SYSTEM OR SERVICE

This is a: ☒ New system ☐ Modification to existing system Permit number: FPDR22-01180  
NFPA 72 edition: 2019

#### 4.1 Control Unit

Manufacturer: SILENT KNIGHT Model number: 6808

#### 4.2 Software and Firmware

Firmware revision number: \_\_\_\_\_

#### 4.3 Alarm Verification

☒ This system does not incorporate alarm verification.

Number of devices subject to alarm verification: \_\_\_\_\_ Alarm verification set for \_\_\_\_\_ seconds

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## SYSTEM RECORD OF COMPLETION (continued)

### 5. SYSTEM POWER

#### 5.1 Control Unit

##### 5.1.1 Primary Power

Input voltage of control panel: 120 VAC Control panel amps: 2.5  
 Overcurrent protection: Type: BREAKER Amps: 20  
 Branch circuit disconnecting means location: GARAGE Number: \_\_\_\_\_

##### 5.1.2 Secondary Power

Type of secondary power: SLA BATTERY  
 Location, if remote from the plant: IN PANEL  
 Calculated capacity of secondary power to drive the system:  
 In standby mode (hours): 24 In alarm mode (minutes): 5

#### 5.2 Control Unit

- ☒ This system does not have power extender panels  
☐ Power extender panels are listed on supplementary sheet A

### 6. CIRCUITS AND PATHWAYS

Pathway Type	Dual Media Pathway	Separate Pathway	Class	Survivability Level
Signaling Line		1	B	0
Device Power		1	B	0
Initiating Device				
Notification Appliance		4	B	0
Other (specify):				

### 7. REMOTE ANNUNCIATORS

Type	Location
LCD	1 <sup>ST</sup> FLOOR ENTRY

### 8. INITIATING DEVICES

Type	Quantity	Addressable or Conventional	Alarm or Supervisory	Sensing Technology
Manual Pull Stations	7	ADDRESSABLE	ALARM	
Smoke Detectors	7	ADDRESSABLE	ALARM	PHOTO
Duct Smoke Detectors				
Heat Detectors	8	ADDRESSABLE	ALARM	RATE OF RISE
Gas Detectors				
Waterflow Switches				
Tamper Switches				

# **SYSTEM RECORD OF COMPLETION (continued)**

## **9. NOTIFICATION APPLIANCES**

Type	Quantity	Description
Audible	21	LOW FREQUENCY HORNS
Visible	6	STROBES
Combination Audible and Visible	12	HORN STROBES

## **10. SYSTEM CONTROL FUNCTIONS**

Type	Quantity
Hold-Open Door Releasing Devices	1
HVAC Shutdown	
Fire/Smoke Dampers	
Door Unlocking	
Elevator Recall	
Elevator Shunt Trip	

## **11. INTERCONNECTED SYSTEMS**

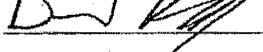
☒ This system does not have interconnected systems.

☐ Interconnected systems are listed on supplementary sheet \_\_\_\_\_

## **12. CERTIFICATION AND APPROVALS**

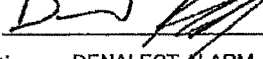
### **12.1 System Installation Contractor**

This system as specified herein has been installed according to all NFPA standards cited herein.

Signed:  Printed name: DAVE KEAGY Date: 11/17/23 7/19/24  
 Organization: DENALECT ALARM Title: INSTALLER Phone: (925)932-2211

### **12.2 System Operational Test**

This system as specified herein has been tested according to all NFPA standards cited herein.

Signed:  Printed name: DAVE KEAGY Date: 11/17/23 7/19/24  
 Organization: DENALECT ALARM Title: INSTALLER Phone: (925)932-2211

### **12.3 Acceptance Test**

Date and time of acceptance test: 11/17/23 7/19/24

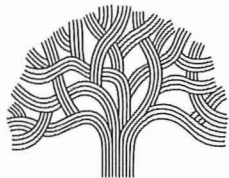
Installing contractor representative: DAVID KEAGY

Testing contractor representative: DAVID KEAGY

Property representative: \_\_\_\_\_

AHJ representative: P. SATHAPAS OFD

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CITY OF OAKLAND

## CITY OF OAKLAND

### RENT ADJUSTMENT PROGRAM

250 Frank H. Ogawa Plaza, Suite 5313

Oakland, CA 94612-0243

(510) 238-3721

CA Relay Service 711

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

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

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

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

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

On the following date: 9 / 10 / 24 I served a copy of (check all that apply):

☒ **PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus 6+ 47 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)

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

☐ Other: \_\_\_\_\_

by the following means (check one):

☒ **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>Dewey Neal</u>
Address	<u>2230 Lakeside Ave #1</u>
City, State, Zip	<u>Oakland CA 94606</u>

Name	Olga milosavljevic
Address	2230 Lakeshore Ave # 5
City, State, Zip	Oakland. CA 94606

Name	Jae Schneck
Address	2230 Lakeshore Ave # 6
City, State, Zip	Oakland. CA 94606

Name	Carlos e Glenda Didrickson
Address	2230 Lakeshore Ave # 7
City, State, Zip	Oakland. CA 94606

Name	
Address	
City, State, Zip	


Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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

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

TED DANG  
 PRINTED NAME

  
 SIGNATURE

9/20/24  
 DATE SIGNED





CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp

CASE NUMBER L -

**TENANT RESPONSE  
TO OWNER PETITION FOR APPROVAL OF RENT  
INCREASE**

**Please fill out this form as completely as you can.** Use this form to respond to the Property Owner Petition for Approval of Rent Increase filed by the property owner of your rental unit. The Rent Adjustment Ordinance allows property owners to increase rents above the allowable annual CPI (Consumer Price Index) rate, based on certain justifications ("grounds"), if approved after a hearing with the Rent Adjustment Program ("RAP"). By completing this Tenant Response 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 Tenant Response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last pages of this packet for more information, including filing instructions and how to contact 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](mailto:RAP@oaklandca.gov).

**Tenant Rental Information**

2230 LAKE SHORE 6 Oakland, CA 94606  
Street Number Street Name Unit Number Zip Code

JAE SCHNECK  
Your First Name Last Name

Mailing Address (if different from above):

Primary Telephone: 415-933-2142 Other Telephone: Email: PIKACHUG@GMAIL.COM

Type of unit (check one):  
☐ Single family home  
☐ Condominium  
☒ Apartment, room, or live-work

[RESERVED]

Number of units on the property: 8

Case number(s) of any relevant prior Rent Adjustment case(s): 17826

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

JIMMY HEURIAQUEZ  
First Name Last Name Firm/Organization (if any)

Mailing Address: 312 FONT BLVD., SAN FRANCISCO, CA 94132

Phone Number: 415-624-7819 Email: jimbrow@yahoo.com

000072

## RENT HISTORY

Move-in Date 5/30/2010 Initial Rent at Move-In: \$ 1,200 Current Rent: \$ 1,580/mo

When 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 (date) 9/17/2024  
☐ I was never provided with the RAP Notice  
☐ I do not remember if I ever received the RAP Notice

List all rent increases you have received for this unit in the past five years. Enter all information requested.

Date received rent increase notice: (mm/dd/yy)	Date rent increase went into effect: (mm/dd/yy)	Amount of increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
<u>6/1/2020</u>	<u>6/1/2020</u>	\$ <u>1,336.87</u>	\$ <u>1,369.97</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>6/1/2021</u>	<u>6/1/2021</u>	\$ <u>1,369.97</u>	\$ <u>1,400.48</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>6/1/2022</u>	<u>6/1/2022</u>	\$ <u>1,400.48</u>	\$ <u>1,432.60</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>6/1/2023</u>	<u>6/1/2023</u>	\$ <u>1,432.60</u>	\$ <u>1,542.00</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>6/1/2024</u>	<u>6/1/2024</u>	\$ <u>1,542.00</u>	\$ <u>1,580.00</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## RESPONSE TO PROPERTY OWNER PETITION

Use the space below to respond to the rent increase requested in the Owner Petition.

- > To generally contest the Owner Petition, simply check the first box under the "GENERAL RESPONSE(S)" section below.
- > You may also (but are not required to) raise specific defenses pertaining to the claimed rent increase justification(s) by selecting from the "SPECIFIC RESPONSES" checklist on the following page. **Note that the property owner has the burden of proving that all requirements for the requested rent increase have been met—your failure to check any of the boxes below does NOT mean that any objection you may have is waived.**

Attach additional sheets if needed to provide further explanation. You may attach any documentation supporting your position together with your Tenant Response form. For detailed information on allowable rent increases, see the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies of the Regulations and the Ordinance are available on the RAP website. Brief summaries of each rent increase justification are also listed on the last page of this response packet.

### GENERAL RESPONSE(S)

- ☒ I wish to generally contest the requested rent increase.
- ☐ The requested increase would cause my rent to increase by more than 30% in the last five years (This response may not apply when the increase sought is based on the tenant not residing in the unit as principal residence.)
- ☐ I believe I should not have to pay the requested rent increase because the unit has been cited in an inspection report by a governmental agency as containing serious health, safety, fire, or building code violations. (Attach copy of inspection report.)
- ☐ 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.
- ☐ I believe the property owner is not entitled to the proposed rent increase because: \_\_\_\_\_

### SPECIFIC RESPONSES



(Optional)

NOTE: You do not have to make these claims in order for these issues to be decided by the Hearing Officer.

Justification	Tenant Response
Capital Improvements	<p><input type="checkbox"/> The claimed improvements do not meet the legal or factual requirements for "Capital Improvements" as set forth in Appendix A of the Rent Adjustment Program Regulations.</p> <p><input type="checkbox"/> The claimed improvements were not completed by the date the Property Owner Petition was filed or were completed more than 24 months prior to the date the Petition was filed.</p> <p><input type="checkbox"/> Property owner did not obtain finalized permit(s) for work that required permit(s)</p> <p><input type="checkbox"/> The claimed improvements were not primarily a benefit to the tenants.</p> <p><input type="checkbox"/> Other (provide explanation): _____</p>
Uninsured Repair Costs	<p><input type="checkbox"/> Property owner received insurance reimbursement for claimed costs.</p> <p><input type="checkbox"/> The need for some or all of the repairs was not caused by a natural disaster</p> <p><input type="checkbox"/> Other (provide explanation): _____</p>
Increased Housing Service Costs	<p><input type="checkbox"/> The claimed expenses do not meet the legal or factual requirements for "Housing Service Costs" as set forth in Appendix A of the Rent Adjustment Program Regulations.</p> <p><input type="checkbox"/> Property owner did not include all rental income or all expenses as required</p> <p><input type="checkbox"/> Other (provide explanation): _____</p>
Fair Return	<p><input type="checkbox"/> Property owner did not provide adequate information or documentation on gross income or gross expenses as required.</p> <p><input type="checkbox"/> Other (provide explanation): _____</p>
Banking	<p><input checked="" type="checkbox"/> I have received an annual CPI increase each year since I moved in.</p> <p><input type="checkbox"/> I have not received an annual CPI increase every year (just some years) but I think the proposed banking increase is too high.</p> <p><input type="checkbox"/> I moved into the current unit more than 10 years ago. My rent amount 11 years ago was \$ _____/month.</p> <p><input type="checkbox"/> Other (provide explanation): _____</p>
Additional Occupant(s)	<p><input type="checkbox"/> The additional occupant(s) is/are a one-for-one replacement of former tenant(s) (total number of tenants does not exceed the base occupancy level).</p> <p><input type="checkbox"/> The additional occupant(s) is/are family member(s) and/or caretaker/attendant(s) of an existing tenant. (See O.M.C. § 8.22 020.)</p> <p><input type="checkbox"/> The person does not permanently reside in the unit.</p> <p><input type="checkbox"/> Other (provide explanation): _____</p>
Tenant Not Residing in the Unit as Principal Residence	<p><input type="checkbox"/> As of the date the petition is filed, I reside in the unit as my principal residence.</p>



**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 Response is true and that all of the documents attached to the Response are true copies of the originals.

  
Tenant 1 Signature

  
Date

Tenant 2 Signature

Date

**REQUEST FOR OWNER DOCUMENTATION IN EXCESS OF 25 PAGES**

If the property owner submitted more than 25 pages of attachments in support of their petition, the owner may have opted to not serve you with a copy of all the attachments (see if box is checked on the Property Owner Petition under "Documentation in Excess of 25 pages"). You may contact RAP to request copies of the documents (email [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov)), or you may check the box below to request that the owner provide you with copies.

☒ I/We request that the owner provide me/us with copies of all documents submitted in support of the Property Owner Petition.

**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 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.

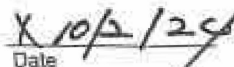
**MEDIATION PROGRAM**

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.

  
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: KOREAN

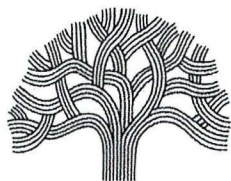
Name	
Address	
City, State, Zip	

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

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE SIGNED



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp:

**RECEIVED**

**OCT 18 2024**

**OAKLAND RENT  
ADJUSTMENT PROGRAM**

**CASE NUMBER L -**

## TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE

**Please fill out this form as completely as you can.** Use this form to respond to the Property Owner Petition for Approval of Rent Increase filed by the property owner of your rental unit. The Rent Adjustment Ordinance allows property owners to increase rents above the allowable annual CPI (Consumer Price Index) rate, based on certain justifications ("grounds"), if approved after a hearing with the Rent Adjustment Program ("RAP"). By completing this Tenant Response 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 Tenant Response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last pages of this packet for more information, including filing instructions and how to contact 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](mailto:RAP@oaklandca.gov).

Tenant Rental Information			
<u>2230</u> Street Number	<u>LAKEHORE AVE</u> Street Name	<u>#7</u> Unit Number	Oakland, CA <u>94606</u> Zip Code
<u>CARLOS</u> Your First Name		<u>DIDRICKSON</u> Last Name	
Mailing Address (if different from above): _____			
Primary Telephone: <u>510-444-7589</u> Other Telephone: _____ Email: _____			
Type of unit (check one):	<input type="checkbox"/> Single family home <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Apartment, room, or live-work	[RESERVED]	
Number of units on the property: <u>8</u>			
Case number(s) of any relevant prior Rent Adjustment case(s): _____			
<b>Tenant Representative:</b> (Check one) <input checked="" type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input type="checkbox"/> Non-Attorney			
First Name _____		Last Name _____	
Mailing Address: _____		Firm/Organization (if any) _____	
Phone Number: _____		Email: _____	



## RENT HISTORY

Move-in Date: Dec 2006 Initial Rent at Move-In: \$ 2500.00 Current Rent: \$ 2517.54

When 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 (date): 2012  
☐ I was never provided with the RAP Notice  
☐ I do not remember if I ever received the RAP Notice

List all rent increases you have received for this unit in the past five years. Enter all information requested.

Date received rent increase notice (mm/dd/yy)	Date rent increase went into effect (mm/dd/yy)	Amount of increase		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
12-01-2013		\$ 2500.00	\$ 2700.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
9-1-21	9-1-21	\$ 2517.54	\$ UNKNOWN	<input type="checkbox"/>	<input type="checkbox"/>
9-1-22	9-1-22	\$ 2517.54	\$ UNKNOWN	<input type="checkbox"/>	<input type="checkbox"/>
9-1-2023	9-1-2023	\$ 2517.54	\$ UNKNOWN	<input type="checkbox"/>	<input type="checkbox"/>

## RESPONSE TO PROPERTY OWNER PETITION

Use the space below to respond to the rent increase requested in the Owner Petition.

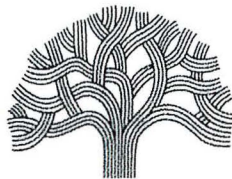
- To generally contest the Owner Petition, simply check the first box under the "GENERAL RESPONSE(S)" section below.
- You may also (but are not required to) raise specific defenses pertaining to the claimed rent increase justification(s) by selecting from the "SPECIFIC RESPONSES" checklist on the following page. **Note that the property owner has the burden of proving that all requirements for the requested rent increase have been met—your failure to check any of the boxes below does NOT mean that any objection you may have is waived.**

Attach additional sheets if needed to provide further explanation. You may attach any documentation supporting your position together with your Tenant Response form. For detailed information on allowable rent increases, see the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies the Regulations and the Ordinance are available on the RAP website. Brief summaries of each rent increase justification are also listed on the last page of this response packet.

### GENERAL RESPONSE(S)

- ☒ I wish to generally contest the requested rent increase.
- ☐ The requested increase would cause my rent to increase by more than 30% in the last five years (This response may not apply when the increase sought is based on the tenant not residing in the unit as principal residence.)
- ☒ I believe I should not have to pay the requested rent increase because the unit has been cited in an inspection report by a governmental agency as containing serious health, safety, fire, or building code violations. (Attach copy of inspection report.)
- ☐ 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.
- ☒ I believe the property owner is not entitled to the proposed rent increase because: OF Ongoing SAFETY & Health Reasons written by OAKLAND CODE ENFORCEMENT NOTICE OF VIOLATIONS

### SPECIFIC RESPONSES



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

Rent Adjustment Program date stamp.

**RECEIVED**

OCT 18 2024

OAKLAND RENT  
ADJUSTMENT PROGRAM

## PROOF OF SERVICE

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR RESPONSE (PLUS ANY ATTACHMENTS) ON THE PROPERTY OWNER 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 Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 10 / 16 / 2024 served a copy of (check all that apply):

☒ **TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus 30 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	red dang COMMONWEALTH INC.
Address	1305 FRANKLIN ST suite 500
City, State, Zip	OAKLAND CA 94612

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.

CARLOS DIDRICKSON  
PRINTED NAME

Carlos Didrickson  
SIGNATURE

10-16-2024  
DATE SIGNED

# **IMPORTANT INFORMATION REGARDING FILING YOUR RESPONSE**

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## **TIME TO FILE YOUR RESPONSE**

Your Tenant Response form must be received by the Rent Adjustment Program within 35 days after the Owner Petition was mailed to you (30 days if the Petition was delivered in-person). RAP staff cannot grant an extension of time to file.

## **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING**

To make an appointment, email [RAP@oaklandca.gov](mailto: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 RESPONSE**

All attachments submitted together with your Response must be numbered sequentially. You may submit additional evidence in support of your Response up to seven days before your hearing.<sup>1</sup> 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 by phone at (510) 238-3721 or by email at [RAP@oaklandca.gov](mailto: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 a copy of your Tenant Response form (plus any attachments) on the property owner or the property owner's representative and submit a PROOF OF SERVICE form together with your Response.

- (1) Serve a copy of your Response on the owner by mail or personal delivery.
- (2) Complete a PROOF OF SERVICE form (*included in this Response packet and available on RAP website*) indicating the date and manner of service and the person(s) served.
- (3) Provide the owner with a completed copy of the PROOF OF SERVICE form together with the document(s) being served.
- (4) File a completed copy of the PROOF OF SERVICE form together with your Response when submitting to RAP.

**Note:** Your Response will not be considered complete until a PROOF OF SERVICE form has been filed indicating that the owner has been served.

## **FILING YOUR RESPONSE**

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Responses via email during the COVID-19 local state of emergency. You may also fill out and submit your Response online through the RAP website or deliver the Response 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 Response by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Response.

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Note that certain documents are required to be submitted with the Response. See Response form for details.

**Via email:** [hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)

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

**File online:** <https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program>

**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 RESPONSE IS FILED**

In most cases, RAP will schedule a hearing to determine whether the Property Owner's Petition should be granted or denied. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing will only be postponed for good cause.

## **FILE/DOCUMENT REVIEW**

If the property owner submitted more than 25 pages of attachments in support of their Petition, the owner may have opted to not serve you with a copy of all the attachments (see if box is checked on the **Property Owner** Petition form under "Documentation in Excess of 25 pages"). You may contact RAP to request copies of the documents (email [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov)), or you may check the box on your Response to request that the owner provide you with copies.

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

## **FOR MORE INFORMATION**

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



## **SUMMARY OF JUSTIFICATIONS FOR RENT INCREASES ABOVE THE CPI**

### **Capital Improvements**

Allows pass-through of portion of costs for qualified capital improvements to units benefitting from improvements over amortization period based on expected life of improvement and not to exceed 6.1% of tenant's rent in starting year.<sup>2</sup> Calculation for building-wide improvements must factor in total number of units, even if vacant or owner/manager-occupied. Not counted as part of base rent for calculating next increases. Pass-through drops off at end of amortization period.

### **Uninsured Repair Costs**

Costs for work done to secure compliance with any state or local law to repair damage resulting from, fire, earthquake, or other casualty or natural disaster, to the extent not reimbursed by insurance proceeds. Calculated and applied like capital improvements.

### **Increased Housing Service Costs**

Compares two (2) years' net operating costs to determine if increase rate exceeds current year's CPI. Calculation must include all rental income and all operating expenses (no one expense can be singled out). Replaces CPI increase for current year; applies to all units. Limited by maximum allowable rent increase.

### **Fair Return on Investment**

Requires evidence to show that without the requested rent increase owner is being denied a fair return on investment in the subject property. Requires analysis and proof of gross income (e.g., total of gross rents lawfully collectible from a property at 100% occupancy, plus any other consideration received or receivable) and gross costs (e.g., property taxes, housing service costs, and the amortized cost of capital improvements) on subject property in the current year and base year. Cannot be combined with any other justification for increase. Replaces CPI increase for current year; applies to all units.

### **Banking**

Banking refers to deferred allowable annual rent increases. Any unclaimed CPI increase, or partial increase, may be carried over to a future year's increase ("banked"). A banked increase, including the current CPI, is capped at no more than three times (3X) the CPI on the date that increase takes effect, or 6.1% of the current rent, whichever is lower. Any banking left over may be carried over to another year. Banking cannot be given more than ten years after it accrues, and will expire. Banking can be combined with other rent increase justifications as long as the cap is not exceeded. If challenged, evidence of the rental history of the subject unit is required. A petition is not required to give a banked increase unless owner wishes to combine banking with other type(s) of justification.

### **Additional Occupant(s)**

Allows up to a 5% increase for each additional occupant above the base occupancy level. An additional occupant who is the spouse, registered domestic partner, parent, grandparent, child, adopted child, foster child, or grandchild of an existing tenant, or the legal guardian of an existing tenant's child or grandchild who resides in the unit, or a caretaker/attendant as required for a reasonable accommodation for an occupant with a disability, does not qualify as an "additional occupant" for purposes of imposing a rent increase.

### **Tenant Not Residing in the Unit as Principal Residence**

If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent to the prevailing market rate to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

<sup>2</sup> Note that this percentage changes every year based on the State of California's maximum allowable rent increase per year.

(Exhibit A)

**Commonwealth Management, Inc.**

Real Estate Brokers License 0821583  
1305 Franklin St #500, Oakland, Ca. 94612  
Office: (510)832-2628 Fax:(510)834-7660

July 19, 2024

Carlos & Glenda Didrickson  
2230 Lakeshore Ave #7  
Oakland CA 94606

**RE: Rent Increase to Base Rent**

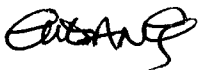
Attached is the current summary of the allowable rent increase, per the City of Oakland's Rent Adjustment Program, and a copy of the Notice to Tenants regarding this program.

Your rent has not been adjusted since September 1<sup>st</sup>, 2023.

Per the Oakland Rent Adjustment Ordinance program, the city allows for a monthly increase of 2.5%, Effective September 1<sup>st</sup>, 2024, your base rent shall be increased from \$3544.67 to \$3633.28 per month. You are still entitled to \$404.78 for decreased housing services as ordered by the Rent Adjustment Board, making the net rent payable \$3228.50 effective 9/1/24.

All other terms and conditions shall remain the same.

Regards,



Ted Dang  
Property Manager



000084

We Carlos and Glenda Didrickson at 2230 Lakeshore Ave, #7 are contesting the allowable 2.3% (2.5% is defective and not correct) Effective Aug 1, 2024 - July 31 2025 the new CPI takes effect Aug 1 2024 base rent of \$ 3544.67 to \$ 3633.28

is above and beyond the allowable 2.3%

That is a 44% increase of our monthly rent of \$ 2,517.54. We request clarification or supporting documentation. There has been numerous notices of violations from the Oakland Code Enforcement concerning health and safety concerns since 2017.

Still unabated - reported electrical issue problems, decrease in services - uneven walkways, rodent problems, leaking ceiling from rain water,

leaking toilets, Hallway (common area) outlet is connected to our breaker - therefore connected to our personal PG+E bill. We do not know what other electrical connections are joined to the electrical panel (connected to Our personal PG+E Bill) GFI's in the kitchen still kick intermittently as three other GFI's in our apartment as reported to David Gerrard - Commonwealth Electrician

There should be no allowable Rent Increase, while there are still notices of violations that have not been repaired or abated. concerning decrease in services that are written up by Building Inspectors Code of enforcement during any year

we hereby request that hearing officer Ms Linda Moroz not be a hearing officer on any of our petitions due to past petitions being denied by her. We were without a heater for 2 years because she denied our petition. She also made an administrative decision denying us our right to be heard on an important petition remanded back to her from the appeal board currently awaiting decision.

Case number T23-0140 on decrease in services of remanded hearing per appeal board.



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

Bureau of Building

[bbcode-inspect@oaklandca.gov](mailto:bbcode-inspect@oaklandca.gov)

(510) 238-3381

TDD: (510) 238-3254

## PROPERTY OWNER CERTIFICATION

### REMOVED VIOLATIONS OR CORRECTED ALLEGATIONS

Property: 2230 LAKESHORE AVE

Parcel no. 023 041401300

Case no.: 1900895

Owner: Williams John & Liming W TRS & 421

Deadline to Respond: April 6, 2022

***I certify that I have corrected the following violations or allegations identified in the Re-inspection Notice I received from the City of Oakland:***

**Instructions:**

1. Review the property address and owner information shown on the form and make any necessary corrections.
2. Remove the violations marked below and/or correct the violations and complete this form and sign this form.
3. Bring the completed form to respond showing a photo of the violations signed from with a date photograph of you before the violations were removed or corrected.

Form 11B - Inspection of Code Enforcement  
Issued 11/18/2019 (510) 238-3381  
Mail: City of Oakland  
Bureau of Building  
250 Frank H. Ogawa Plaza Suite 2340  
Oakland, CA 94612-2031  
(envelopes and boxes are not required)

- |  |  |   |   |                                  |  |
|--|--|---|---|----------------------------------|--|
| <input type="checkbox"/> Landscaping                 | <input type="checkbox"/> Storage   | <input type="checkbox"/> Trash and Debris               | <input type="checkbox"/> Fencing                      | <input type="checkbox"/> Odors   | <input type="checkbox"/> Building Exterior |
| <input type="checkbox"/> Building Interior           | <input type="checkbox"/> Plumbing  | <input type="checkbox"/> Electrical                     | <input type="checkbox"/> Heating                      | <input type="checkbox"/> Parking | <input type="checkbox"/> Concrete Paving   |
| <input type="checkbox"/> Fencing                     | <input type="checkbox"/> Barbed/Razor Wire   |   | <input type="checkbox"/> Sidewalk Display/Advertising |                                  |  |
| <input type="checkbox"/> Unapproved Home Business    | <input type="checkbox"/> Exterior lighting   | <input type="checkbox"/> Excessive Noise                |   |                                  |  |
| <input type="checkbox"/> Unapproved Sidewalk Display | <input type="checkbox"/> Unapproved Advertising  | <input type="checkbox"/> Unapproved Mobile Food Vending |   |                                  |  |
| <input type="checkbox"/> Roosters on Property        | <input type="checkbox"/> Dumpsters/Garbage/Green Waste/Recycle Cans (left in view, left on sidewalk) |   |   |                                  |  |
| <input type="checkbox"/>                             |  |   |   |                                  |  |

### Property Owner Certification

Williams John & Liming W TRS & 421 Associates LLC

Print Name (print)

Date

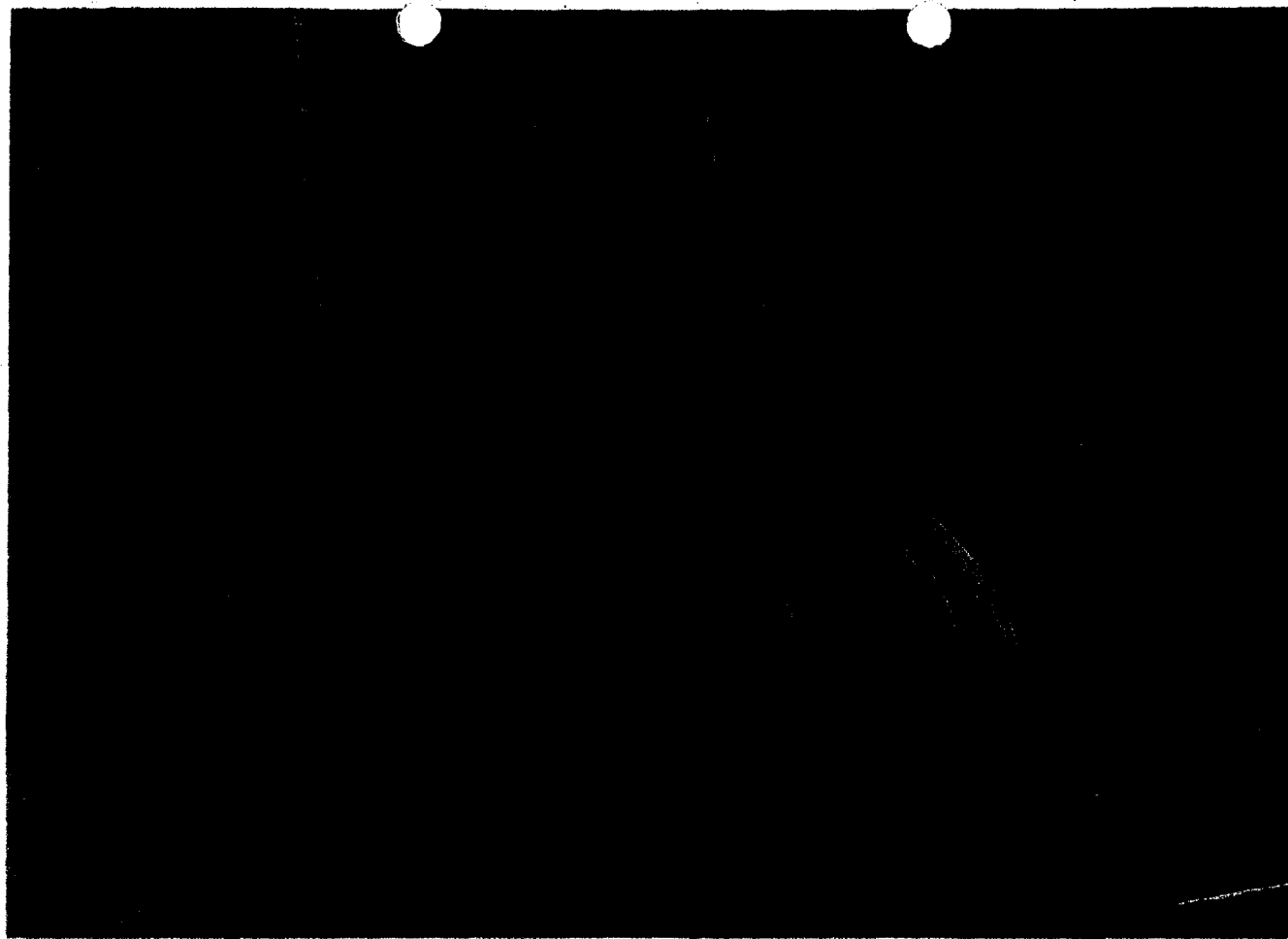
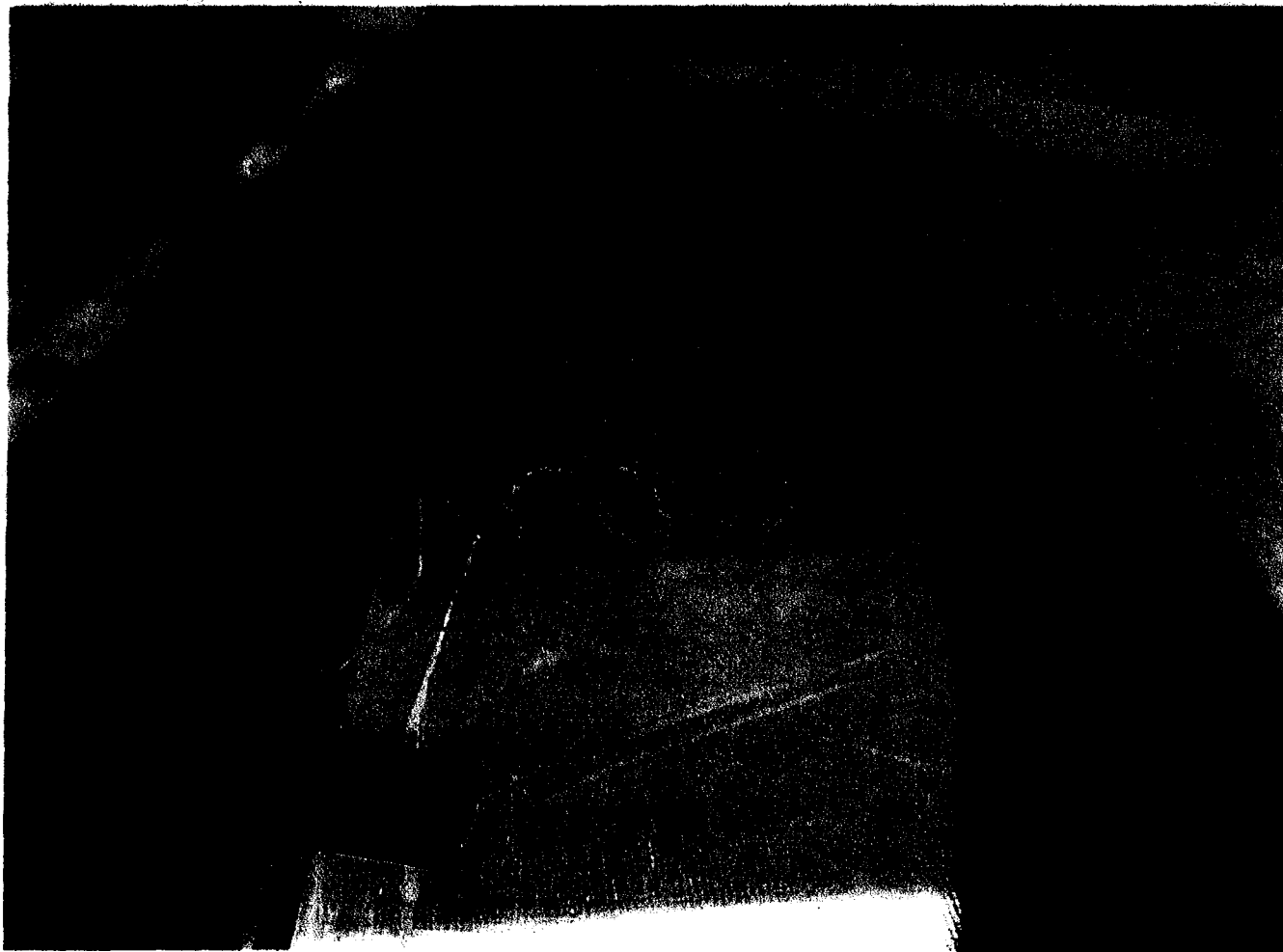
Property Owner Signature

Day time telephone ( )

CASE# 1900895

2230 LAKESHORE AVE.

3-24-2022



Property Address: 2230 LAKESHORE AVE, Unit 7

Complaint #: 1900895

**Property Maintenance (Blight) - (Checklist of Violations attached)**

Description of Violation	Required Action	OMC Section

**Building Maintenance (Housing)**

Description of Violation	Required Action	OMC Section
Water dripping from heater vent in bedroom. Newer mechanical vent ducting installed on roof from FAU to bedroom without proof of permits.	Repair leak at water intrusion source. Obtain permits, inspections and approvals.	15.08.050 15.08.260 15.08.120 15.08.140
Sliding patio door handle broken and frame showing large gap at screw location.	Replace handle/repair frame.	15.08.050
Tenant complaint of breakers tripping when using electric range.	Inspect cause of breakers tripping. If replacing/upgrading of electrical service or sub panel is required, obtain permits, inspections and approvals.	15.08.260 C 15.08.120 15.08.140

**Zoning**

Description of Violation	Required Action	OMC Section

000090





CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

[obcode-inspect@oaklandca.gov](mailto:obcode-inspect@oaklandca.gov)

(510) 238-3381

TDD:(510) 238-3254

## NOTICE OF VIOLATION

11-13-2023

*Certified and Regular mail*

WILLIAMS JOHN LIMING W TRS WINCHESTER 421 LLC

1305 FRANKLIN ST Unit 500

OAKLAND CA 94612

Code Enforcement Case No.: 2305988

Property: 2230 LAKESHORE AVE Unit 7

Parcel Number: 023 041401300

Re-inspection Date: 12-13-2023

*Violation(s) must be corrected*

Re-inspection will occur either on: 12-13-2023 12-14-2023 12-15-2023

Code Enforcement Services inspected your property on 11-8-2023

and confirmed:

- ☒ that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) are present and must be remedied as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- ☐ that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

To stop further code enforcement action, you must correct all violations and contact Inspector Mike Torres who is assigned to your case, before the re-inspection to schedule an inspection. **Your inspector is available by phone at 510-238-2389**

and by email at Mtorres2 @oaklandca.gov.

*If the Property Owner Certification is included in this notice you may, in the alternative, complete the form and submit along with photographs of the corrected violations at least three (3) days prior to the reinspection date.*

If it is necessary for tenants to temporarily relocate so that repairs can be made, you are required to comply with all state and local laws regarding the relocation of tenants included the Code Compliance Relocation Program (OMC 15.60.010).

**If all violations have not been corrected at the time of re-inspection:**

- You will be charged for inspection and administrative costs that can total \$2,718.00.
- Administrative citations may be assessed against you beginning the day of the re-inspection and continuing until all violations are corrected. Citations are \$100 the first day, \$250 the second day, and \$500 for each day thereafter until all violations are cured up to a total of \$5,000.
- The property may be declared a public nuisance.
- The City may abate Property Blight using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.

**Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,323.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a Re-inspection notice, further enforcement action(s) will include additional fees.**

000091

**Violations****Zoning (Minor) OMC Title 17**

Description of Violation	Required Action	OMC Section

**Zoning (Major) OMC Title 17** – Violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please follow the process for Filing a Zoning Determination in the Appeal section of this notice.

Description of Violation	Required Action	OMC Section

**Property Maintenance (Blight) – OMC 8.24**

Description of Violation	Required Action	OMC Section

**Building Maintenance (Housing) – OMC 15.08**

Description of Violation	Required Action	OMC Section
Electrical in kitchen. When using oven, it triggers main breaker and shuts off power in entire unit.	Repair/Replace Supply and maintain adequate power to unit.  Any new wiring or breaker in unit will require Permits. If so Obtain Building permits, Inspections and approvals for Work.	15.08.260.C

**000092**

## Appeal Information

### You have a right to appeal.

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

**The Appeal Deadline is: 12-4-2023**

The Bureau of Building must receive your written appeal by the Appeal Deadline, or you will waive your right to administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the prescribed deadline or a written appeal received by us without a filing fee are not acceptable and will be rejected.

Failure to file a timely appeal will result in the determinations made in this Notice of Violation becoming the City's final decision on this matter. The decision becomes final on the day following the appeal deadline. Once the decision is final, it can be appealed by filing a petition for writ of mandate with the Superior Court no later than the 90<sup>th</sup> day following the date on which decision becomes final. The time within which judicial review must be sought is governed by Cal. Code of Civil Procedure 1094.6.

**For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals:** A filing fee in the amount of \$142 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, or by phone by calling 510-238-4774 (**Please include the receipt number and date on your appeal**). MasterCard and Visa are accepted. A hearing will be scheduled before an independent hearing officer.

**For Zoning Determinations/Appeals of Major Zoning violations:** If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination to the Zoning Manager. Your supporting documentation to the Zoning Manager should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code Title 17. A filing fee in the amount of \$512.93 is due at the time of submittal in the manner described above. Additionally, a \$230.65 per hour fee will be assessed as needed to complete the review of the determination. The determination fee is not refundable once the letter has been issued, regardless of outcome.

The Zoning Manager will issue written decision within 45 days from the end of the appeal period. If you disagree with the decision you may appeal to the Planning Commission within 10 days from the written decision. Unless special circumstances require otherwise, you will be expected to work with the Bureau of Building to resolve the Building Code violations (s) and any Minor Zoning Violation(s) during the Major Zoning appeal process.

Sincerely,

**Michael Torres**

Digitally signed by Michael Torres  
Date: 2023.11.08 14:14:03 -08'00'

Specialty Combination Inspector  
Planning and Building Department

#### Attached as applicable:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Blight brochure  | <input type="checkbox"/> Residential Code Enforcement brochure         | <input type="checkbox"/> Vehicular Food Vending brochure            |
| <input type="checkbox"/> Property Owner Certification                                 | <input type="checkbox"/> Mold and Moisture brochure                    | <input type="checkbox"/> Pushcart Food Vending brochure             |
| <input type="checkbox"/> Lead Paint brochure  | <input type="checkbox"/> Undocumented Dwelling Units brochure          | <input type="checkbox"/> Smoke Alarms brochure                      |
| <input checked="" type="checkbox"/> Photographs                                       | <input type="checkbox"/> Stop Work brochure                            | <input type="checkbox"/> Condominium Conversion brochure            |
| <input type="checkbox"/> Housing - Relocation Assistance Program                      | <input type="checkbox"/> Investor Owned Property brochure              | <input type="checkbox"/> Foreclosed and Defaulted Property brochure |
| <input checked="" type="checkbox"/> Description of Property Maintenance Code Sections | <input type="checkbox"/> Major and Minor Zoning Violation Descriptions |   |

cc:



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

(510) 238-3381

[bbcode-inspect@oaklandca.gov](mailto:bbcode-inspect@oaklandca.gov)

## PROPERTY OWNER CERTIFICATION

### CORRECTED OR REMOVED VIOLATIONS

Date:

Property: 2230 LAKESHORE AVE Unit 7

Parcel no. 023 041401300

Case no.: 2305988

Owner: WILLIAMS /LIMING /WINCHESTER 421 LLC

Courtesy Notice date:

Re-Inspection Date: 12-13-2023

Return to: [Mtorres2@oaklandca.gov](mailto:Mtorres2@oaklandca.gov)

***I certify that I have corrected the following*** violation(s) identified in the Notice of Violation I received from the City of Oakland.

***I understand that if a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,323.00 will be charged as a Repeat Violation fee. If the violation remains uncorrected after I receive Re-inspection notice further enforcement action(s) will be taken that will include additional fees.***

***I have corrected the following*** violations identified in the Notice of Violation I received from the City of Oakland:

---

---

---

Print Name

Date

Property Owner Signature

( )

Day time telephone

E-mail

#### Instructions

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. If applicable, before the Re-inspection date shown at the left, complete and return this signed form with dated photographs of your property to verify the violations were removed or not present.

E-mail: [bbcode-inspect@oaklandca.gov](mailto:bbcode-inspect@oaklandca.gov)

Mail: City of Oakland  
Bureau of Building  
250 Frank H. Ogawa Plaza, Suite 2340  
Oakland, CA 94612-2031  
(Envelope enclosed - no postage required)



## County Assessor Display

### Assessor Parcel Record for APN 23-414-13 (023 041401300)

<b>Format Parcel</b> 23-414-13	<b>Property Address</b> 2230 LAKESHORE AVE, OAKLAND, 94606	<b>Owner Name</b> WILLIAMS JOHN & LIMING W TRS & 421 ASSOCIATES LLC
<b>Care Of</b>	<b>Attention</b>	<b>Mailing Address</b> 1305 FRANKLIN ST, #500 , OAKLAND CA, 94612- 3224
<b>Use Code</b> Multiple residential building of 5 or more units.	<b>Recorder Number</b> 2020 - 311836	<b>Recorder Date</b> 11/16/2020
<b>Mailing Address Effective Date</b> 11/16/2020	<b>Last Document Input Date</b> 02/22/2021	<b>Deactivation Date</b>
<b>Exemption Code</b>		

Date Printed: 03-29-2022

1 / 5

000095



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA ■ SUITE 2340 ■ OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

(510) 238-3381

Bureau of Building

TDD: (510) 238-3254

Inspections, Permits and Code Enforcement Services

[bbcode-inspect@oaklandca.gov](mailto:bbcode-inspect@oaklandca.gov)

## RE-INSPECTION NOTICE

March 29, 2022

*Certified and Regular mail*

Williams John & Liming W TRS & 421 Associates LLC

Code Enforcement Case No.: **1900895**

1305 FRANKLIN ST, #500

Property Address: 2230 LAKESHORE AVE

OAKLAND CA, 94612- 3224

Parcel Number: 023 041401300

Prior Notice Date: 06/18/2022

**Correction not later than: April 6, 2022**

*(Violations not abated by the Correction date will be subject to further enforcement including fee assessments)*

**Re-inspection timeline: April 6, 2022 or April 7, 2022**

You are receiving this Re-inspection Notice because after sending you an enforcement/posting notice (copy attached) Code Enforcement Services re-inspected your property on 03/24/2022 and:

- ☒ Determined partial violation corrections were completed.
- ☐ Confirmed/ Re-confirmed the violations of the Oakland Municipal Code (OMC).

**At this point, fees will be assessed and an invoice will be mailed separately with the exact amount to pay.**

Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238- 3846 and by email at [rschimm@oaklandca.gov](mailto:rschimm@oaklandca.gov).

***If you do not notify your inspector why you cannot comply and if the re-inspection verifies that all violations have not been corrected:***

- ☐ You will be charged \$222.00 and administrative costs. A separate invoice will be mailed.
- ☐ Administrative penalties pursuant to OMC 8.58 and 1.12 have begun to accrue and will continue for up to 12 days totaling \$5000.
- ☐ Further enforcement action may be required to abate the violations to include referring the case to the City Attorney's Office and declaring the property Substandard Public Nuisance.
- ☐ The City will petition the court on \_\_\_\_\_ to issue an Inspection and Abatement Warrant to gain access onto the premises. A separate invoice will be mailed in the amount of \$2,078.00.
- ☐ The City will abate the violations and charge you for the contracting and administrative costs, which can total over \$1,000.00. A separate invoice will be mailed.
- ☒ A Priority Lien fee in the amount of \$1,455.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court.
- ☒ The Notice of Violation may be recorded on your property in the amount of \$1,455.00 to fully disclose the conditions of the property.
- ☐ A Compliance Agreement and Rehabilitation Plan may be required to assure all of the violations are corrected within a pre-determined timeline and in accord with the Oakland Municipal Code.

Sincerely,

Digitally signed by Randy Schimm  
Date: 2022.03.29 14:32:07 -07'00'

Specialty Combination Inspector

CC:

Attachment: Enforcement notice/posting/Notice of Violation

January 2022

**000096**



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

[inspectioncounter@oaklandnet.com](mailto:inspectioncounter@oaklandnet.com)

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

## NOTICE OF VIOLATION

March 19, 2019

*Certified and Regular mail*

To: WILLIAMS JOHN F & 421 ASSOCIATES  
C/O TED W DANG  
1305 FRANKLIN ST 500  
OAKLAND CA 94612-3224

Code Enforcement Case No.: 1900895  
Property: 2230 LAKESHORE AVE, Unit 7  
Parcel Number: 023-0414-013-00  
Re-inspection Date/Correction Due Date: April 24, 2019

Code Enforcement Services inspected your property on **March 11, 2019** and confirmed:

- ☒ that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- ☐ that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- ☐ Investor Owned Program - Per OMC 8.58
- ☐ Foreclosed and Defaulted Properties - Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at [rschimm@oaklandnet.com](mailto:rschimm@oaklandnet.com).

*If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.*

**Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.**


- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.





# California Landlord Tenant Law: Rental Rights and Responsibilities [2024 UPDATE]

Explore the latest updates and essential information on California landlord-tenant laws for 2024, covering everything from rent control to eviction processes. This guide provides landlords the knowledge to navigate rental rights and responsibilities effectively in the Golden State.

By  Rachel Robinson | Last Updated January 4, 2024

Azibo

## A Guide to California Landlord-Tenant Laws

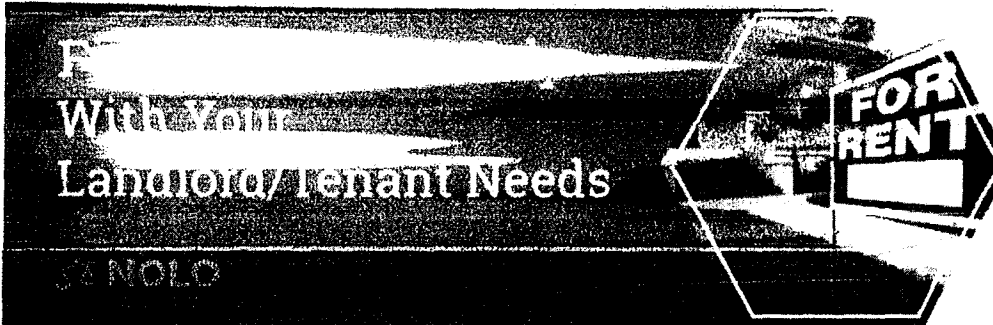


Are you venturing into California's rental market? Knowing the state's stringent rent control laws and robust tenant protections is essential for any property owner aiming for success. Despite its reputation for being challenging, California has opportunities for informed and compliant landlords.

## California Tenant Rights to Withhold Rent or “Repair and Deduct”

When used properly, rent withholding and the “repair and deduct” remedy are valid responses to a landlord's failure to make repairs.

By [Ann O'Connell](#), Attorney · UC Berkeley School of Law



Nolo's books and online forms provide all the information you need.

**START NOW >>**

California tenants are legally entitled to rental property that meets basic structural, health, and safety standards, and is in good repair. If a landlord fails to take care of important maintenance (such as a leaky roof or a broken heater), tenants might have the legal right to:

### Need Professional Help? Talk to a Landlord-Tenant Attorney.

I am the

Select an answer ↕

- withhold rent
- pay for repairs themselves and deduct the cost from their rent ("repair and deduct")
- call state or local building health inspectors
- sue the landlord, or
- move out without notice.

Here's what you need to know if you're a [California tenant](#) hoping to withhold rent or have your landlord reimburse you for repairs you've

## California Tenants Have the Right to a Livable Rental

When a California landlord puts a rental on the market, the rental must meet certain habitability standards—meaning that it must be [safe and livable](#). The landlord is required to ensure that the rental remains habitable throughout the tenancy. At minimum every California rental

- have effective waterproofing and weather protection of roof and exterior walls
- have intact (unbroken) windows and doors

\* No state business license is required to rent a property, but local city regulations, such as in Sacramento, may demand a rental license. Non-compliance can lead to fines, liens, or legal action. Landlords should verify local requirements, mainly if operating in multiple locations. A real estate license is usually necessary for property management unless employed by the property owner.

# Understanding landlord rights and responsibilities in California

Next, let's dive into California landlord rights and responsibilities, covering everything from rent collection to property access. These are vital for navigating the legal landscape and maintaining a successful rental business.

## California landlord rights

In California, rental property owners hold authoritative rights that give them the leverage they need to manage their rentals effectively. Some of those fundamental rights include:

- **Collection of rent payments:** Landlords maintain the right to collect rent, providing a consistent income from their properties. This includes late fees, which must be reasonable and outlined in the lease agreement.
- **Security deposits:** As of 2024, landlords can charge a security deposit of up to one month's rent for any rental unit, ensuring protection against potential damages or unpaid rent. This amount is standardized for furnished and unfurnished units, with certain exceptions for small property owners.
- **Eviction process:** Landlords can initiate an eviction process for lease violations or breaches of landlord-tenant laws. New regulations, like Senate Bill 567, dictate more stringent guidelines for no-fault evictions, requiring landlords or their family members to occupy the property for a certain duration post-eviction.
- **Property access:** Landlords are permitted to access their properties for emergencies, scheduled repairs, maintenance, and showings, provided proper notice is given to tenants.
- **Rent control:** While the California Tenant Protection Act imposes

caps on rent increases and provides eviction protections, it also delineates landlords' rights within these boundaries.

Understanding and exercising these rights within the framework of current legislation is key for landlords to manage their properties effectively and legally.

## California landlord responsibilities

California landlords are held to specific legal responsibilities when it comes to their rental property and their tenants. They are as follows:

- **Prompt repairs:** Property owners must complete necessary repairs within 30 days or immediately for urgent health or safety issues, like broken heaters or plumbing. Tenants may use remedies like "repair and deduct" or rent withholding for unaddressed urgent repairs but must follow legal protocols. Landlords are presumed retaliatory if evicting after repair complaints, underscoring their duty to maintain habitable conditions as per state and local codes.
- **Privacy consideration:** Property owners must give a 24-hour notice for entry, detailing the date, time, and purpose, except in emergencies like fire or flooding. Entry should occur during business hours unless under specific exceptions. Notice delivery can be in person, near the entrance, or via mail six days prior.
- **Security deposit refunds:** California landlords must refund security deposits within 21 days post-tenancy and provide valid documentation for any deductions. Non-compliance may result in penalties up to three times the deposit amount. These measures enhance renter protections state-wide.
- **Rent control:** Property owners are subject to rent control laws that limit how much they can raise rent. According to state law AB 1482, the maximum annual rent increase is limited to 5% plus the local cost-of-living adjustment.

## California renters rights

California renters have numerous rights that contribute to their safety and respect while residing in a rental unit. Some of their significant rights include:

- The right to a safe and habitable living space.

- The right to privacy and quiet enjoyment.
- The right to dispute eviction notices.
- A capped security deposit of one month's rent (Assembly Bill 12).
- Protection against eviction for contacting law enforcement or suspected criminal activity.
- Stricter conditions for owner move-in evictions.

## California renters responsibilities

California tenants also shoulder specific responsibilities to ensure a smooth tenancy. Their key responsibilities include:

- Keeping the rental unit in clean and habitable condition
- Keeping fixtures clean and sanitary
- Using the rental unit for living, sleeping, cooking, or dining purposes only
- Paying rent on time
- Respecting neighbors and other renters' privacy and quiet enjoyment

Tenants are also responsible for promptly reporting any necessary repairs to the landlord.

## California landlord tenant laws through the rental cycle

Exploring California's landlord-tenant laws offers valuable insights for navigating the rental cycle, encompassing lease agreements and termination. Let's break it down:

### California rental application and tenant screening laws

Rental property owners are authorized to vet prospective tenants through a rental application process, which may include charging a fee to cover expenses related to screening, such as personal reference checks and consumer credit reports.

As of December 2022, the maximum allowable charge for application fees is \$59.67 per applicant, which is annually adjusted in line with the Consumer Price Index. Landlords must adhere to the California Civil

Code §1950.6 regulations regarding these fees.

While, as a landlord, you may collect these fees, you must also provide an itemized receipt and are bound by certain refund conditions. If an applicant is not screened or the actual screening costs are less than the fee, a refund for the appropriate amount must be made.

Additionally, California laws safeguard tenants by prohibiting landlords from requesting certain personal information on applications, aligning with the Federal Fair Housing Act's stipulations against discrimination based on race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, or source of income.

Landlords retain the right to perform background and credit checks. However, they must remain mindful of local ordinances that might impose further restrictions, such as Oakland's prohibition on criminal background checks in tenant screening.

## California lease agreement laws

Lease agreements are governed by specific laws that clarify landlords' and tenants' responsibilities and rights. California state law mandates that the agreement be written for any lease exceeding one year. However, oral and written agreements are recognized for leases under a year. In oral agreements, landlords must provide tenants with a written notice detailing the landlord's or rental manager's name, street address, and phone number.

As a rental property owner, you retain the right to alter the terms of the rental agreement. Still, any changes must be communicated to tenants through a written notice with a minimum duration equal to the interval between rent payments.

Tenants, in turn, are expected to comply with all terms and conditions specified in the lease agreement. This includes restrictions on pets, subletting, and making alterations to the property, which typically require prior written approval from the landlord.

Upon reaching the lease term's end, the California agreement automatically expires. Tenants planning to renew or terminate their lease must follow the procedures in the agreement.

## California security deposit laws

In California, the laws regarding security deposits for rental properties stipulate that landlords can charge up to two months' rent for unfurnished properties and up to three months' rent for furnished properties as a security deposit.

However, starting from July 1, 2024, new legislation under California's AB 12 will limit security deposits to one month's rent for furnished and unfurnished units. However, small landlords can charge up to two months' rent.

- **Bounced check penalties:** California allows landlords to charge \$25 for the first dishonored check and \$35 for subsequent bounced checks, as specified in the California Civil Code 1719.
- **Withholding rent for repairs:** Tenants may withhold rent or conduct "repair and deduct" actions if the landlord fails to make necessary repairs affecting the unit's habitability. This should be approached cautiously and ideally with legal consultation, involving specific legal processes and potential ramifications.

As the state continues to balance the needs of landlords and tenants, these regulations serve as a framework for fair rental practices. For the most accurate and up-to-date information, landlords, tenants, and real estate professionals are encouraged to consult legal experts and official resources, as local ordinances may enhance these state-wide regulations.

## California repair and maintenance laws

Maintaining habitable living conditions is a shared responsibility between landlords and tenants, governed by stringent laws and established legal precedents.

- **Landlord responsibilities: Implied warranty of habitability:** Stemming from the pivotal case *Green v. Superior Court*, California landlords must ensure rental properties are in good repair and meet basic structural, health, and safety standards. This obligation includes maintaining essential services such as plumbing, heating, and electrical systems.
- **Tenant duties:** Tenants are responsible for keeping the rental unit clean and sanitary. They are expected to undertake minor repairs and maintenance, such as replacing light bulbs and keeping the premises tidy. Tenants should promptly report more significant issues to the landlord.
- **Repair timeline:** Upon notification of a necessary repair, landlords generally have a reasonable time, up to 21 days, to address the issue. The timeframe can vary depending on the severity of the problem and the impact on habitability.
- **Repair and deduct remedy:** If a landlord fails to make necessary repairs, tenants might employ the "repair and deduct" remedy, allowing them to undertake repairs and deduct the cost from subsequent rent. This remedy is limited to the value of one month's rent and can be used up to twice in any 12 months. It's crucial that the issues qualify under the implied warranty of

## Retaliation

Retaliatory actions by landlords are illegal in California. This means landlords cannot increase rent, decrease services, or attempt eviction in response to tenants exercising their legal rights, such as reporting housing code violations or participating in tenant organizations.

If such retaliation occurs within 180 days of a tenant's action, courts generally presume the landlord's actions are retaliatory. Affected tenants may be entitled to up to \$2,000 in additional damages per act, with potential tripling if the tenant is known to be elderly or disabled.

## Required landlord disclosures

Landlords must provide several disclosures to tenants, ensuring awareness and safety regarding potential health or legal issues:

- **Lead-based paint:** Disclosure is required for properties built before 1978, informing tenants of any known lead paint hazards.
- **Bed bugs:** Landlords must give written information about bed bugs, adhering to specific language requirements.
- **Mold:** Any known mold in the rental unit must be disclosed to tenants.
- **Common Utility Use and Payment:** Tenants should understand how utilities are calculated and allocated.
- **Asbestos, meth, and fentanyl:** Disclosures are required for buildings with known asbestos (pre-1979) or any property with known drug contamination.
- **Sex offender registry:** Tenants have the right to access the registry, and landlords must inform them of this right.
- **Demolition, military ordinance, and death:** Disclosures are needed for properties facing demolition, located near explosive ordinance, or with non-HIV/AIDS-related deaths within the past three years.
- **Pest control and flood zone:** Tenants should be informed about pesticide use in their unit and if the property is in a known flood zone.
- **Smoking policy:** Landlords should disclose any imposed smoking policies.



For detailed information and guidance on landlord-tenant laws, consulting resources like "California Tenants – A Guide to Residential Tenants' and Landlords' Rights and Responsibilities," the California Civil





Code, the California Department of Consumer Affairs, and the California State Bar are highly recommended.

These authoritative sources provide a comprehensive overview of the various aspects of landlord-tenant relations, ensuring that both parties navigate their agreements lawfully and conscientiously.

## A mutual understanding of California's landlord-tenant laws

Understanding the intricacies of landlord-tenant laws in California is crucial for maintaining a healthy landlord-tenant relationship. While these laws are comprehensive, they are designed to protect rental property owners' and tenants' rights and responsibilities.

By knowing and following these rules, California landlords can protect their investments, maintain strong relationships with their renters, and efficiently manage their properties. Simultaneously, tenants are empowered to assert their rights, ensuring their healthy and respectful living environment.

Landlords and renters in the Golden State should continue their due diligence and stay on top of ever-changing laws and regulations as the California rental landscape remains dynamic and subject to updates that may impact their rights and responsibilities.

### Still have questions?

Contact one of Azibo's association partners for expert advice on California rental property laws.

- [East Bay Rental Housing Association](#)
- [North Valley Property Owners Association](#)
- [Southern California Rental Housing Association](#)

***Disclaimer: The information provided in this guide is based on the California landlord-tenant laws as of 2024 and is intended for informational purposes only. It should not be considered legal advice. For specific legal questions or concerns, please consult a qualified attorney.***

- have functioning plumbing, heating, and electrical systems, including hot and cold running water and a working toilet and kitchen sink
- be clean and sanitary (free of debris, filth, rubbish, garbage, rodents, and vermin)
- include adequate trash receptacles
- have well-maintained floors, stairways, and railings
- be secured by deadbolt locks on certain doors and windows
- not contain lead paint hazards, and
- be free of nuisances, a catchall provision referring to something that is dangerous to human life, detrimental to health, or morally offensive, such as allowing drug dealing on the premises.

(Cal. Civ. Code §§ 1941.1, 1941.3 (2023).)

If you're looking for a laundry list of what the law considers substandard housing in California, check out Health and Safety Code section 17920, which includes things such as lack of a kitchen sink, dampness in habitable rooms, loose plaster, and lack of connection to a sewage disposal system.

In addition, local governments have their own city or county building and housing codes (different from industry codes) that regulate structural requirements for light, ventilation, heating, and waterproofing. In most urban areas of California, these codes also regulate housing law.

You may want to figure out the exact standards your rental must meet. To find yours, call your mayor's office or visit your city's website.

[START CHAT](#)

Landlord responsibilities

Landlords aren't the only ones with responsibilities. In fact, if you violate your obligations as a tenant under California law, your landlord can sue you completely or partially off the hook for repairs to your rental—especially when you created the undesirable situation.

Under California law, tenants must:

- keep their rentals as clean and sanitary as the premises permit
- dispose of all rubbish and garbage in a clean and sanitary manner
- properly use and operate all electrical, gas, and plumbing fixtures
- not willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities or equipment (or allow someone else to), and
- occupy the rental as a residence, and use the portions of the rental as they are intended (for example, don't cook in your bedroom).

(Cal. Civ. Code § 1941.2 (2023).)

## What to Do When Your Landlord Won't Make Repairs

When something at your rental needs repair, the best approach is to put your repair request in writing—even if you've already spoken with your landlord about it. Be sure to describe the problem in detail, how it's affecting you, and what you think needs to be done. If something poses a health or safety threat, say so. You can use Nolo's Tenant's Notice of Needed Repairs to get started.

Keep notes of all your repair requests to and communications with your landlord. If you and the landlord agree on a plan of action, write down your understanding of the agreement and send a copy to the landlord. Also, keep copies of any evidence, such as photos and videos, that you have of the problem.

If your landlord ignores your persistent and businesslike requests for repairs, you have options. Two of the most effective remedies for tenants in California are "repair and deduct" and—as a last resort—rent withholding.

## How to Make Repairs and Deduct the Cost ("Repair and Deduct") in California

A powerful legal remedy when your landlord won't make major repairs in California is called "repair and deduct." It works like this: If you and failed to get your landlord to fix a serious defect that makes your rental unit unfit, you can hire a repair person to fix it (or buy a replacement and do it yourself), and subtract the cost from the following month's rent.

Certain conditions apply:

- You can't spend more than one month's rent.
- You can't use the repair and deduct remedy more than twice in any 12-month period.
- You can't have caused the problem, and it can't be something that is your responsibility (such as taking out the garbage).

Here's what to do if you decide to use the repair and deduct remedy:

- Notify your landlord in writing of the problem.
- Allow the landlord a reasonable amount of time (usually 30 days) to fix the problem.
- Collect evidence, such as pictures and video, of the problem that's causing you to repair and deduct.
- Gather bids or collect pricing information—pay attention to both cost and quality of the work, and be sure to select a licensed professional that requires a license.
- Attach copies of the bills or invoices—along with proof that you've paid them—to your next rent payment, along with a letter explaining you're paying only part of your rent.

It's important to note that you shouldn't reduce the rent until you've actually done the work and paid for it.

(Cal. Civ. Code §§ 1942, 1942.5 (2023).)

## How and When Tenants Can Withhold Rent in California

An even bigger "stick" to get your landlord to make repairs in California is to withhold rent. This means that you stop paying rent to the landlord until the repairs are made. Withholding rent is risky, though: Failing to pay rent is grounds for your landlord to file an eviction lawsuit. If this happens, the judge decides that you weren't justified in withholding rent, you will be evicted.

Before you decide to take action, be sure you can answer "yes" to each of the following questions:

- Is the problem serious—is it a habitability problem because it creates a risk to health or safety?
- Did someone other than you or a guest cause the problem?
- Did you notify the landlord about the problem?
- Did you give the landlord a reasonable amount of time (usually 30 days) to fix the problem, and did the landlord fail to fix it?
- Have you consulted with a lawyer or other person knowledgeable about tenants' rights to confirm that you're justified in withholding rent?
- Have you considered and ruled out using the repair and deduct option discussed above?
- Are you willing to risk eviction if the judge decides you shouldn't have withheld rent?
- If you move out, can you find a comparable or better rental?

If you decide to withhold rent, check your city's laws to find out if you need to put the rent you're withholding into an escrow account. Even without a requirement, it's a good idea to set aside the money that you'd otherwise be paying. This demonstrates that you're not withholding rent for your own financial benefit and ensures that you don't spend the money.

When you decide to withhold rent, follow these steps:

1. Set aside the amount you're withholding and don't spend it until the matter is resolved.
2. Notify your landlord in writing of your intent to withhold the rent.



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA ▪ SUITE 2340 ▪ OAKLAND, CALIFORNIA 94612-2031

Planning & Building Department

(510) 238-3381

Bureau of Building

TDD:(510) 238-3254

Inspections, Permits and Code Enforcement Services

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

Property Address: 2230 Lakeshore AVE

Complaint #: 1900895

**Property Maintenance (Blight)**

Description of Violation	Required Action	OMC Section

**Building Maintenance (Housing)**

Description of Violation	Required Action	OMC Section
Verified Smoke detectors not fastened to mount. *****Abated*****	Secure smoke detectors to mount.	15.08.320
Verified Sliding patio door handle broken and loose. ****Not Abated****	Replace handle and fasten securely.	15.08.050
Verified ceiling and vent at bedroom have previous water damage. *****Not Abated*****	Replace vent and repair/refinish ceiling in an approved manner.	15.08.050 15.08.230 N


**You have a right to appeal** this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **April 24, 2019** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the end of the appeal period. A filing fee in the amount of **\$110.00** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

Investor-Owned Residential Property OMC 8.58	Foreclosed and Defaulted OMC 8.54
Administrative/Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.	Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.
<b>Nuisance Abatement Lien (Notice of Violation)</b> A Nuisance Abatement Lien may be filed with the Alameda County Clerk-Recorder for recordation on the property title which shall have the force, effect and priority of a Judgment Lien. The Nuisance Abatement Lien may be foreclosed by an action brought by the City of Oakland for a money judgment.	<b>(Priority Lien) (OMC 8.54.430)</b> A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder
<b>(Priority Lien) (OMC 8.58.430)</b> A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder	

Sincerely,



Randy Schimm  
Specialty Combination Inspector  
Planning and Building Department

Enclosures as applicable:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Blight brochure                         | <input checked="" type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure  |
| <input checked="" type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure                       | <input type="checkbox"/> Pushcart Food Vending brochure   |
| <input type="checkbox"/> Lead Paint brochure                     | <input type="checkbox"/> Undocumented Dwelling Units brochure             | <input checked="" type="checkbox"/> Smoke Alarms brochure |
| <input checked="" type="checkbox"/> Photographs                  | <input type="checkbox"/> Stop Work brochure                               | <input type="checkbox"/> Condominium Conversion brochure  |

CC:

#### Administrative Hearing Fees

Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00

**Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee**

000111

Property Address: 2230 LAKESHORE AVE, Unit 7

Complaint #: 1900895

**Property Maintenance (Blight) - (Checklist of Violations attached)**

Description of Violation	Required Action	OMC Section

**Building Maintenance (Housing)**

Description of Violation	Required Action	OMC Section
Water dripping from heater vent in bedroom. Newer mechanical vent ducting installed on roof from FAU to bedroom without proof of permits.	Repair leak at water intrusion source. Obtain permits, inspections and approvals.	15.08.050 15.08.260 15.08.120 15.08.140
Sliding patio door handle broken and frame showing large gap at screw location.	Replace handle/repair frame.	15.08.050
Tenant complaint of breakers tripping when using electric range.	Inspect cause of breakers tripping. If replacing upgradeing of electrical service or sub panel is required, obtain permits, inspections and approvals.	15.08.260 C 15.08.120 15.08.140

**Zoning**

Description of Violation	Required Action	OMC Section

At this point, you will be assessed fees and an invoice will be mailed separately with the exact amount to pay. Please pay invoiced amount only. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Randy Schimm, who is assigned to your case. If required, another re-inspection is scheduled as shown above. Your inspector is available by phone at 510-238- 3846 and by email at : rschimm @oaklandca.gov.

**If you do not notify your inspector, why you cannot comply and if the re-inspection verifies that all violations have not been corrected:**

- ☒ You will be charged for inspection and administrative costs, which can total \$1,077.00. A separate invoice will be mailed.
- ☐ The City will petition the court on \_\_\_\_\_ to issue an Inspection and Abatement Warrant to gain access onto the premises. A separate invoice will be mailed in the amount of \$2,017.00.
- ☐ The City will abate the violations and charge you for the contracting and administrative costs, which can total over \$1,000.00. A separate invoice will be mailed.
- ☒ A Priority Lien fee in the amount of \$1,413.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court.
- ☐ Administrative penalties pursuant to OMC 8.58 and 1.12 have begun to accrue and will continue for up to 12 days totaling \$5,000.00
- ☒ The Notice of Violation may be recorded on your property in the amount of \$1,414.00 to fully disclose the conditions of the property.
- ☒ A Compliance Agreement and Rehabilitation Plan may be required to assure all violations are corrected within a pre-determined timeline and in accord with the Oakland Municipal Code.

Sincerely,



Digitally signed by Randy  
Schimm  
Date: 2021.04.30 11:41:44  
-07'00'

Specialty Combination Inspector

Enclosures as applicable:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Blight brochure              | <input checked="" type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure  |
| <input checked="" type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure                       | <input type="checkbox"/> Pushcart Food Vending brochure   |
| <input type="checkbox"/> Lead Paint brochure                     | <input type="checkbox"/> Undocumented Dwelling Units brochure             | <input checked="" type="checkbox"/> Smoke Alarms brochure |
| <input checked="" type="checkbox"/> Photographs                  | <input type="checkbox"/> Stop Work brochure                               | <input type="checkbox"/> Condominium Conversion brochure  |

# County Assessor Display

## Assessor Parcel Record for APN 023- -0414-013-00

Parcel Number:	23-414-13
Property Address:	2230 LAKESHORE AVE, OAKLAND 94606
Owner Name:	WILLIAMS JOHN F & 421 ASSOCIATES
Care of:	TED W DANG
Attention:	
Mailing Address:	1305 FRANKLIN ST 500, OAKLAND CA 94612-3224
Use Code:	MULTIPLE RESIDENTIAL BUILDING OF 5 OR MORE UNITS.
Recorder Number:	2014-196663
Recorder Date:	8/8/2014
Mailing Address Effective Date:	8/8/2014
Last Document Input Date:	10/20/2014
Deactivation Date:	
Exemption Code:	

[Home](#)   [Enter Assessor Parcel Number](#)   [Property List](#)   [Assessments](#)   [Property Details](#)   [GIS Parcel Map](#)   [Alameda County Web Site](#)   [Use Codes](#)





CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

[inspectioncounter@oaklandnet.com](mailto:inspectioncounter@oaklandnet.com)

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

## NOTICE OF VIOLATION

March 19, 2019

*Certified and Regular mail*

To: WILLIAMS JOHN F & 421 ASSOCIATES  
C/O TED W DANG  
1305 FRANKLIN ST 500  
OAKLAND CA 94612-3224

Code Enforcement Case No.: 1900895  
Property: 2230 LAKESHORE AVE, Unit 7  
Parcel Number: 023 -0414-013-00  
Re-inspection Date/Correction Due Date: April 24, 2019

Code Enforcement Services inspected your property on **March 11, 2019** and confirmed:

- ☒ that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- ☐ that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- ☐ **Investor Owned Program - Per OMC 8.58**
- ☐ **Foreclosed and Defaulted Properties - Per OMC 8.54**

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Randy Schimm**, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at [rschimm@oaklandnet.com](mailto:rschimm@oaklandnet.com).

*If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.*

**Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.**

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total **\$2,665.00**.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over **\$1,000.00**.
- Priority Lien fees in the amount of **\$1,349.00** may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

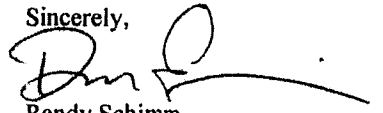
**You have a right to appeal** this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **April 24, 2019** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the end of the appeal period. A filing fee in the amount of **\$110.00** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, or by phone by calling 510-238-4774 (**Please include the receipt number and date on your appeal**). MasterCard and Visa are accepted.

Investor-Owned Residential Property OMC 8.58	Foreclosed and Defaulted OMC 8.54
<p>Administrative/Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p><b>Nuisance Abatement Lien (Notice of Violation)</b> A Nuisance Abatement Lien may be filed with the Alameda County Clerk-Recorder for recordation on the property title which shall have the force, effect and priority of a Judgment Lien. The Nuisance Abatement Lien may be foreclosed by an action brought by the City of Oakland for a money judgment.</p> <p><b>(Priority Lien) (OMC 8.58.430)</b> A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>	<p>Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020.1.08.60.1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p><b>(Priority Lien) (OMC 8.54.430)</b> A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>

Sincerely,

  
Randy Schimm  
Specialty Combination Inspector  
Planning and Building Department

Enclosures as applicable:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Blight brochure                         | <input checked="" type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure  |
| <input checked="" type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure                       | <input type="checkbox"/> Pushcart Food Vending brochure   |
| <input type="checkbox"/> Lead Paint brochure                     | <input type="checkbox"/> Undocumented Dwelling Units brochure             | <input checked="" type="checkbox"/> Smoke Alarms brochure |
| <input checked="" type="checkbox"/> Photographs                  | <input type="checkbox"/> Stop Work brochure                               | <input type="checkbox"/> Condominium Conversion brochure  |

cc:

Administrative Hearing Fees	
Filing Fee	\$110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$931.00
Reschedule Hearing	\$325.00
Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee	



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

(510) 238-6402

[inspectioncounter@oaklandnet.com](mailto:inspectioncounter@oaklandnet.com)

## PROPERTY OWNER CERTIFICATION

### CORRECTED OR REMOVED VIOLATIONS

Date: March 19, 2019

Property: 2230 LAKESHORE AVE, Unit 7

Parcel no. 023 -0414-013-00

Case no.: 1900895

Owner: WILLIAMS JOHN F & 421 ASSOCIATES

Courtesy Notice date: N/A

Re-inspection date: April 24, 2019

Return to: Randy Schimm

***I certify that I have corrected the following*** violation(s) identified in the Notice of Violation I received from the City of Oakland.

***I understand that if a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation fee. If the violation remains uncorrected after I receive a 30-day Notice of Violation further enforcement action(s) will be taken that will include additional fees.***

***I have corrected the following*** violations identified in the Notice of Violation I received from the City of Oakland:

---

---

---

Print Name

Date

Property Owner Signature

( )

Day time telephone

E-mail

#### Instructions

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. If applicable, before the Re-inspection date shown at the left, complete and return this signed form with dated photographs of your property to verify the violations were removed or non-present.

E-mail: [inspectioncounter@oaklandnet.com](mailto:inspectioncounter@oaklandnet.com)

Facsimile: (510) 238-2959

Mail: City of Oakland  
Bureau of Building  
250 Frank H. Ogawa Plaza, Suite 2340  
Oakland, CA 94612-2031  
(Envelope enclosed - no postage required)

000117

**Property Maintenance (Blight) - (Checklist of Violations attached)**

Description of Violation	Required Action	OMC Section

**Building Maintenance (Housing)**

Description of Violation	Required Action	OMC Section
Water dripping from heater vent in bedroom. Newer mechanical vent ducting installed on roof from FAU to bedroom without proof of permits.	Repair leak at water intrusion source. Obtain permits, inspections and approvals.	15.08.050 15.08.260 15.08.120 15.08.140
Sliding patio door handle broken and frame showing large gap at screw location.	Replace handle/repair frame.	15.08.050
Tenant complaint of breakers tripping when using electric range.	Inspect cause of breakers tripping. If replacing/upgrading of electrical service or sub panel is required, obtain permits, inspections and approvals.	15.08.260 C 15.08.120 15.08.140

**Zoning**

Description of Violation	Required Action	OMC Section

## Request for Service: Tenant Complaint

Property Address: 2230 LAKE SHORE AVE. Unit No. #7 Inspection Date: 3/  
Complaint No. 1900895 Inspector: Randy Schmitt Phone No. (510) 238-3846  
Complainant's Name: CARLOS DIDICKSON Phone No. (510) 444-7589  
Owner/Manager: TED DING Phone No. (510) 832-2628

### INSPECTION:

#### PROPERTY MAINTENANCE:

- ☐ Overgrown vegetation: \_\_\_\_\_
- ☐ Trash & debris: \_\_\_\_\_
- ☐ Lack of/inadequate garbage service: \_\_\_\_\_
- ☐ Unapproved open storage \_\_\_\_\_
- ☐ Unapproved parking \_\_\_\_\_

#### BUILDING MAINTENANCE:

- ☒ Electrical: BREAKERS TRIPPING
- ☐ Plumbing: \_\_\_\_\_
- ☐ Plumbing leak: \_\_\_\_\_
- ☐ Clogged sink/toilet: \_\_\_\_\_
- ☐ Building sewer blockage: \_\_\_\_\_
- ☐ Lack of/defective heating system: \_\_\_\_\_
- ☐ Mechanical: \_\_\_\_\_
- ☐ Wall/ceiling/floor defects: \_\_\_\_\_

☒ Others: SLIDING PATIO DOOR FRAME LOOSE, BROKEN HANDLE

☒ Others: WATER LEAK AT BEDROOM CEILING VENT

☒ Others: ELECTRICAL BREAKERS TRIPPING

- ☐ Extensive surface mold present on \_\_\_\_\_

- ☐ Window defects: \_\_\_\_\_
- ☐ Lack of window egress: \_\_\_\_\_
- ☐ Lack of light/ventilation: \_\_\_\_\_
- ☐ Mice/rodents/roaches: \_\_\_\_\_
- ☐ Roof leaking/damaged: \_\_\_\_\_
- ☐ Damaged/non-functional Doors/locks: \_\_\_\_\_
- ☐ Stairs/decks/railing: \_\_\_\_\_
- ☐ Exterior walls/windows/trim: \_\_\_\_\_
- ☐ Blocked exits: \_\_\_\_\_
- ☐ No resident manager (required 16 units or more)
- ☐ Unpermitted work: \_\_\_\_\_
- ☐ Unpermitted work: \_\_\_\_\_
- ☐ Undocumented residential unit: \_\_\_\_\_
- ☒ Missing/Inoperative smoke/carbon monoxide detectors: LIVING ROOM

See brochure for remediation guild lines. (Description required, e.g. bedroom wall under window, tub ceiling)

Note: Items identified on this form above are for investigation purposes only. If they are determined to be code violations, they will be specified in an official Notice to Abate by the inspector.

Complainant Only: I certify that I have notified the owner/manager of the above identified item(s) and I will allow the owner or agents with proper notice as governed by State law to enter my unit in order to make all necessary repairs.

Signature: Carlos Didickson

Date: 3-11-19



# CITY OF OAKLAND

P.O. BOX 70243, OAKLAND, CALIFORNIA 94612-0243

Community and Economic Development Agency  
Rent Adjustment Program

(510) 238-3721  
FAX (510) 238-3691  
TDD (510) 238-3254

## NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

- The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

- 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 (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord 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 there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

- To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

- If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

- Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex must be evicted. If the owner does not evict, the City Attorney may do so.

### TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or ~~IS NOT~~ permitted in Unit \_\_\_\_\_, the unit you plan 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 the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or ~~IS NOT~~ a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on Sept 17, 2012

✓ Arela Glenda Delacruz

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.

Bản Thông Báo quyền lợi của người thuê ở trong Oakland này có bản tiếng Việt. Nếu cần một bản sao, xin gọi (510) 238-3721.

L24-0061

From: TED DANG (twd113@aol.com)

To: dtribe510@yahoo.com; olgamilosavl@gmail.com

Date: Tuesday, February 18, 2025 at 03:27 PM PST

attached are the additional documents requested including

1. updated tenant information
2. complete page of \$1000 invoice for relocating cable junction box
3. verification of final approval of seismic improvement permit
4. corrected worksheet A showing seismic retrofit costs at \$120,927. This document was signed and submitted 9/10/24

this is the same copy provided to the tenants

there was some confusion as to the correct email to use as the case numbers assigned included 17826, 17831, 17832, and 17833

Copy of check 23932 for \$3137.13 which was included but unexplained was for payment to city of oakland for \$2535 plan review fees for fire alarm plans

Ted W. Dang  
Commonwealth Management, Inc  
1305 Franklin St #500  
Oakland, CA. 94612  
(510)832-2628 x 222



20250218130528711.pdf

1.6MB

**000121**

## TENANT INFORMATION

(Required for all petitions)

List each tenant and the requested information for each unit affected by this petition. Attach additional copies of this sheet if necessary. Under "Type of Increase Sought," specify the ground(s) on which the rent increase is sought (e.g., capital improvements, banking, etc.).

*2230 Lakeshore Ave*

TENANT NAME	ADDRESS (include unit #)	EMAIL ADDRESS	PHONE NUMBER	CURRENT RENT	TYPE OF INCREASE(S) SOUGHT
<i>Dewey Neal</i>	<i>2</i>	<i>N/A</i>	<i>510-783-6369</i>	<i>\$1856</i>	<i>CAPITAL IMPROVEMENT PASS THRU</i>
<i>Olga milosavljevic</i>	<i>5</i>	<i>olgamilosavljevic@gmail.com</i>	<i>510-835-2209</i>	<i>\$1756.18</i>	<i>LI</i>
<i>Jae Schneck</i>	<i>6</i>	<i>N/A</i>	<i>415-933-2142</i>	<i>\$1580</i>	<i>LI</i>
<i>Carlos &amp; Glenda Didrickson</i>	<i>7</i>	<i>dtribes10@yahoo.com</i>	<i>510-444-7589</i>	<i>\$3544.67</i>	<i>LI</i>

*9 red amendment  
9 approved by board  
9 on 12/25  
9 final*



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<b>Subtotal</b>	\$1,000.00
<hr/>	
<b>Total</b>	<b>\$1,000.00</b>

**Payment Summary**

---

01/24/2023 - Credit Card	\$500.00
<hr/>	
<b>Paid Total</b>	\$500.00
<hr/>	
<b>Remaining Amount</b>	\$500.00

---

This Quote is for work as outlined above, any work requested outside of this quote will be charged on a T&M basis of \$125.00 per hour. 50% of payment due at acceptance and remaining 50% due upon completion (if payment is not acquired within 30 days of receiving invoice a late fee of \$100 will apply).

---

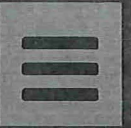
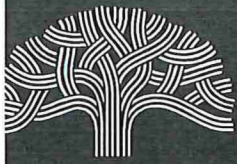
Calvin L. Anderson



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Ted

**000123**



Global Search...



[Home](#) [Building](#) [Planning](#) [Enforcement](#) [Fire](#) [Special Activity](#)

[Apply for a Building Permit](#)

[Search Building Records](#)

Record B2203633:

(B) - Building Alteration - 3+ Residential Units or Commercial (Building)

Record Status: Final

Record Info ▼

## Processing Status

✓ ▶ Application Intake

✓ ▶ Plan Routing

✓ ▶ Plan Check Review

Zoning Review

Zoning Inspection Unit Review

Fire Marshal Review

Constr.Recycling Review

CP Permit Compliance Review

✓ ▼ Final Check

Assigned to **TBD**

Marked as **Approved** on 10/29/2022 by Alan Lu

✓ ▼ Permit Issuance

Assigned to **TBD**

Marked as **On Hold** on 10/29/2022 by Alan Lu

Assigned to **TBD**

Marked as **Issued** on 10/31/2022 by Alan Lu

✓ ▼ Inspection

Assigned to **TBD**

Marked as **Final - CO Not Required** on 01/18/2023 by Joanneke F Verschuur

Certificate of Occupancy

Post Construction Monitoring




<b>WORKSHEET A:</b> <b>CAPITAL IMPROVEMENTS AND UNINSURED REPAIR COSTS</b>						
<b><u>Owners who file petitions based on Capital Improvements or Uninsured Repair Costs must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Attach separate sheets if needed.</u></b>						
Total number of residential units in building*: <u>8</u> <i>*Including any vacant and owner/manager-occupied units</i>		For mixed-use buildings, provide:		Residential sq. ft: _____ Other use sq. ft: _____ % residential use: _____		
BUILDING-WIDE CAPITAL IMPROVEMENTS						
CATEGORY OF IMPROVEMENT	Date permit obtained or work began	Date completed	Date paid for	Full costs	Amount of Reimbursement or Tax Credit Received	
Seismic Retrofit	10/31/22	1/30/23	11/1/22 - 1/30/23	120,927	Ø	
Fire alarm system	1/23.	1/19/24	1/29/24	52,797	Ø	
SUBTOTAL:				173,724		
UNIT-SPECIFIC CAPITAL IMPROVEMENTS						
CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs	Amount of Reimbursement or Tax Credit Received
SUBTOTAL:						



## 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 Property Owner Petition is true and that all of the documents attached to the Petition are true copies of the originals.

  
\_\_\_\_\_  
Property Owner's Signature

9/10/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

## DOCUMENTATION IN EXCESS OF 25 PAGES

- ☒ The documentation submitted in support of the Property Owner Petition exceeds 25 pages and the owner is opting, as allowed by O.M.C. § 8.22.090 (B)(1)(f), to not serve the attachments on the affected tenant(s) unless requested. The owner understands and agrees that tenant(s) may request paper copies of all documents in the Tenant Response, and the owner must provide tenant(s) with the attachments within 10 days of any such request. The documents will also be available for review at the Rent Adjustment Program.

## 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 to a 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.**

\_\_\_\_\_  
Property Owner's 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: \_\_\_\_\_



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

Housing and Community Development  
Department Rent Adjustment Program

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

## **HEARING DECISION SUMMARY**

**CASE NUMBER:** L24-0061 Dang v. Tenants  
**PROPERTY ADDRESS:** 2230 Lakeshore Avenue, Oakland, CA  
**DATE OF HEARING:** February 18, 2025  
**DATE OF DECISION:** June 18, 2025

### **ORDER**

1. The Owner Petition for Approval of Rent Increase L24-0061 is granted in part.
2. The maximum approved amount per month for an increase based on the capital improvements is \$87.49 for a 16-year amortization period.
3. The increase will be effective thirty (30) days after the owner serves the rent increase notice, together with a RAP Notice, and this Decision Summary. If the rent increase notice is served by mail, it will be effective thirty-five (35) days after the service.

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

Dated: June 18, 2025

*Maimoona Ahmad*  
\_\_\_\_\_  
**Maimoona Ahmad**  
Hearing Officer, Rent Adjustment Program



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA  
4612-2034

Housing and Community Development  
Department Rent Adjustment Program

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CA Relay Service 711

## **HEARING DECISION**

**CASE NUMBER:** L24-0061 Dang v. Tenants

**PROPERTY ADDRESS:** 2230 Lakeshore Avenue, Oakland, CA

**DATE OF HEARING:** February 18, 2025

**DATE OF DECISION:** June 18, 2025

**APPEARANCES:** Ted Dang – Owner Representative  
Jae Sun Sheck – Tenant, Unit 6  
Olga Milosavljevic – Tenant, Unit 5  
Jimmy Henriquez – Tenant Representative for Unit 6  
Carlos Didrickson – Tenant, Unit 7  
Glenda Didrickson – Tenant, Unit 7

## **SUMMARY OF DECISION**

The owner petition is granted in part.

## **CONTENTIONS OF THE PARTIES**

On September 9, 2024, the owner filed a Petition for Approval of Rent Increase based on building-wide capital improvements to the subject property.

Tenants from two (2) units filed responses to the owner petition (Units 6, and 7).  
Tenants from three (3) units appeared for the hearing (Units 5, 6, and 7).

## **THE ISSUE**

(1) Is the owner entitled to a rent increase based on capital improvements?

## **EVIDENCE**

The subject property is a residential building consisting of eight (8) units. The owner testified that only units 2, 5, 6, and 7 would be subject to any approved capital improvement pass-through. The owner provided a list of the tenants subject to the

proposed rent increase along with the current rent for each unit. This information will be used in the calculation of any approved capital improvement pass-through. The capital improvement project consisted of a seismic retrofit at a total claimed cost of \$110,927.00<sup>1</sup> and a new fire alarm system at a total claimed cost of \$52,797.00. Finally, the owner representative testified that the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice) was served to all tenants at the inception of the tenancy and with every rent increase notice.

At the conclusion of the hearing, the record was left open until February 25, 2025, for the submission of additional evidence. The owner submitted some additional documents on February 21, 2025. There were no objections filed, and the additional evidence was received into the record. The owner submitted the following documents in support of the petition:

1. Proof of payment of the Business License fee and proof of registration with the City of Oakland Rent Registry.<sup>2</sup>

2. An initial Construction Services Proposal from SFT Construction dated August 4, 2022, totaling \$110,000.00 for a seismic retrofit along with six (6) subsequent invoices from SFT Construction for the seismic retrofit totaling \$102,811.77<sup>3</sup>. These invoices do not include the initial \$1,000.00 deposit due at the time of signing the contract.

3. Copies of three (3) checks issued to SFT Construction totaling \$66,000.00.<sup>4</sup> The first check for the initial \$1,000.00 deposit (Check Number 23722) is dated August 4, 2022. The second check for \$40,000.00 (Check Number 23915) is dated November 22, 2022, and it is a combined payment for two separate invoices in the amount of \$20,000.00 each. The last check for \$25,000.00 (Check Number 23981) is dated January 4, 2023. The owner testified that there was another check (Check 23885) issued to SFT Construction in the amount of \$37,811.77, but this check was missing from the documentation submitted by the owner at the hearing. The record was left open until February 25, 2025, for the submission of the missing check but the owner did not submit it, and the record was closed.

4. Copies of three (3) receipts from the City of Oakland for payment of permit fees for the seismic retrofit totaling \$3,811.77.<sup>5</sup> The receipts show that the payments were made via credit card.

5. Copy of an invoice from Calvin Anderson in the amount of \$1,000.00 for relocating the cable junction box during the seismic retrofit.<sup>6</sup> The invoice shows one

---

<sup>1</sup> The owner subsequently submitted a copy of a corrected Worksheet A claiming a total cost of \$120,927.00 for the seismic retrofit. The document shows that it was served to the tenants on September 10, 2024, but it was not submitted with the petition at issue in this case.

<sup>2</sup> Exhibit 1

<sup>3</sup> Exhibit 2

<sup>4</sup> Exhibit 3

<sup>5</sup> Exhibit 4

\$500.00 credit card payment on January 24, 2023, and shows a balance due of \$500.00. The owner testified that the second payment in the amount of \$500.00 was made via Zelle. The owner did not submit a Zelle statement verifying payment of the \$500.00 balance due.

6. An invoice from Gerrard Electric dated December 27, 2022, in the amount of \$1,700.00 for electrical work to support the seismic retrofit, along with a corresponding check issued to Gerrard Electric in the amount of \$3,650.00 on January 30, 2023.<sup>7</sup> The owner testified that he was only claiming \$1,700.00 out of the \$3,650.00 payment to Gerrard Electric for the seismic retrofit related electrical work at the subject property.

7. Copies of four (4) invoices from Norcon totaling \$4,415.00 for inspections related to the seismic retrofit, along with copies of four (4) corresponding check payments issued to Norcon totaling \$4,415.00.<sup>8</sup> The first check in the amount of \$755.00 is dated December 9, 2022, and the final check in the amount of \$480.00 is dated January 11, 2023.

8. Copy of an Alarm Contract for Sale of Security System from Denalect Alarm Company dated January 9, 2023, in the amount of \$50,262.00 for the sale and installation of a fire alarm system, along with copies of three (3) corresponding check payments issued to Denalect Alarm Company totaling \$50,262.00.<sup>9</sup> The first check in the amount of \$25,000.00 is dated May 22, 2023, and the final check in the amount of \$3,789.30 is dated July 29, 2024.

9. Copy of a receipt from the City of Oakland for fire plan review fees for the fire alarm installation totaling \$2,535.00.<sup>10</sup> The receipt shows that the payment was made via credit card on November 3, 2022.

10. Copies of permit records from the City of Oakland Planning and Building Department for the seismic retrofit. The records show that a permit was issued on October 31, 2022, and passed final inspection on January 18, 2023.<sup>11</sup>

11. A System Record of Completion issued on October 25, 2023, for installation of the new fire alarm system.<sup>12</sup>

At the hearing, the tenants testified that these improvements did not benefit the tenants. Additionally, the tenants argued that a capital improvement pass-through should not be granted due to ongoing habitability issues at the subject property.

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<sup>6</sup> Exhibit 5

<sup>7</sup> Exhibit 6

<sup>8</sup> Exhibit 7

<sup>9</sup> Exhibit 8

<sup>10</sup> Exhibit 9

<sup>11</sup> Exhibit 10

<sup>12</sup> Exhibit 11



## **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

### **Capital Improvements**

A rent increase in excess of the CPI Rent Adjustment may be justified by capital improvement costs.<sup>13</sup> Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.<sup>14</sup> The improvements must primarily benefit the tenant rather than the owner.<sup>15</sup>

Seventy percent (70%) of the total cost for the capital improvement may be passed through to the tenants.<sup>16</sup> The capital improvement costs are to be amortized over the useful life of the improvement as set out in the Amortization Schedule attached as Exhibit 1 to the Regulations and the total costs shall be amortized over that time period. The dollar amount of the capital improvement rent increase shall be removed from the rent at the end of the amortization period.<sup>17</sup>

The seismic retrofit and installation of a new fire alarm system qualify as capital improvement costs. These improvements add value to the entire building, enhance the safety of the residents, and prolong the useful life of the property. They primarily benefit the tenants and therefore qualify as capital improvements.

### **Calculation of Capital Improvement Pass-through**

Expenses claimed by the owner in the amount of \$76,426.77 for a seismic retrofit and \$52,797.00 for installation of a new fire alarm system meet the requirements for a capital improvement rent increase. The remaining expenses claimed by the owner in the amount of \$34,500.00 for the seismic retrofit are excluded from the capital improvement pass-through calculation because the owner did not submit the required proof of payment for these expenses. The attached Table calculates the pass-through plus imputed interest and sets the amortization period pursuant to the formula set forth in the Regulations. Additionally, the City Council changed the maximum rent increase from 10% to align with the allowable increase under state law<sup>18</sup> and the amortization period may be adjusted to keep the pass-through under the state limit.

## **ORDER**

1. The Owner Petition for Approval of Rent Increase L24-0061 is granted in part.

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

<sup>14</sup> Regulations, Appendix, Section 10.2.2(5)

<sup>15</sup> Regulations, Appendix A, §10.2

<sup>16</sup> Regulations, Appendix A, Section 10.2.3 (3)(a)

<sup>17</sup> Regulations Appendix, Section 10.2.3(2)

<sup>18</sup> Tenant Protection Act of 2019

2. The maximum approved amount per month for an increase based on the capital improvements is \$87.49 for a 16-year amortization period.
3. The increase will be effective thirty (30) days after the owner serves the rent increase notice, together with a RAP Notice, and the attached Decision Summary. If the rent increase notice is served by mail, it will be effective thirty-five (35) days after the service.

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

Dated: June 18, 2025

Maimoona Ahmad  
**Maimoona Ahmad**  
Hearing Officer, Rent Adjustment Program

Capital Improvement Calculator  
City of Oakland Rent Adjustment Program

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE										
								Petition Date		9/9/24
								Number of Residential Units		8
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permit not required)	DATE COMPLETED	FULL COST	ALLOWABLE PASS THROUGH (70%)	ALLOWABLE PASS THROUGH PER UNIT	Imputed Interest	Amortization Period (years)	Allowable Monthly Amortized Cost For Building (70%)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)
Seismic Retrofit	10/31/2022	01/30/23	\$76,426.77	\$53,498.74	\$6,687.34	5.304%	20	\$362.11	\$45.26	OK
Fire Alarm System	11/3/2022	10/25/23	\$52,797.00	\$36,957.90	\$4,619.74	5.304%	10	\$397.51	\$49.69	OK
Subtotal (with weighted averages)				\$90,456.64	\$11,307.08	5.304%	16	\$699.96	\$87.49	
Place X in cell B19 if property is mixed use.										
Residential square footage										
Other use square footage										
Percent residential use										
Total Cost Per Unit Allocated to Residential Units					\$11,307.08	5.304%	16		\$87.49	

Capital Improvement Calculator  
City of Oakland Rent Adjustment Program

[illegible]

## **PROOF OF SERVICE**

**Case Number: L24-0061**

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

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

### **Owner**

Ted Dang  
Commonwealth Management Inc.  
1305 Franklin Street, Suite 500  
Oakland, CA 94612

### **Tenants**

Carlos & Glenda Didrickson  
2230 Lakeshore Avenue Unit #7  
Oakland, CA 94606

Dewey Neal  
2230 Lakeshore Avenue Unit #2  
Oakland, CA 94606

Jae Schneck  
2230 Lakeshore Avenue Unit #6  
Oakland, CA 94606

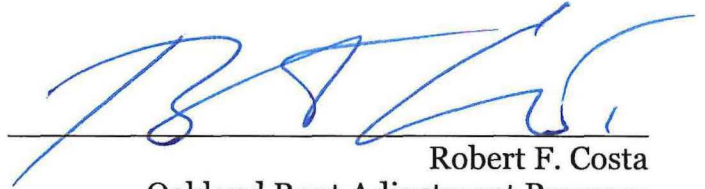
Olga Milosavljevic  
2230 Lakeshore Avenue Unit #5  
Oakland, CA 94606

### **Tenant Representative**

Jimmy Hernandez  
312 Font Boulevard  
San Francisco, CA 94132

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 June 24, 2025 in Oakland, California.



---

Robert F. Costa  
Oakland Rent Adjustment Program





CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

## APPEAL

Appellant's Name <b>TED DANG</b>	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) <b>2230 Lakeshore Ave #2, 5, 6, 7</b>	
Appellant's Mailing Address (For receipt of notices) <b>1305 Franklin St #500 Oakland, CA 94612</b>	Case Number <b>L24-0061</b>
	Date of Decision appealed <b>6/18/25</b>
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: Appeal (insert name of document served)

☒ And Additional Documents

and (write number of attached pages)      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.

<u>Name</u>	Carlos e Glenda Didrickson
<u>Address</u>	2230 Lakeshore Ave #7
<u>City, State Zip</u>	Oakland, CA 94606
<u>Email Address</u>	dtribe510@yahoo.com
<u>Name</u>	Dewey Neal
<u>Address</u>	2230 Lakeshore Ave #2
<u>City, State Zip</u>	Oakland, CA 94606.



- 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.

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I served a copy of: Appeal (insert name of document served)  
☒ And Additional Documents

and (write number of attached pages)      attached pages (not counting the 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):

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- ☒ 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.

<u>Name</u>	Joe Schneck
<u>Address</u>	2230 Lakeshore Ave #6
<u>City, State Zip</u>	Oakland, CA 94606
<u>Email Address</u>	Jimmy Hernandez pikachu@gmail.com
<u>Name</u>	Olga Milosavljevic
<u>Address</u>	2230 Lakeshore Ave #5
<u>City, State Zip</u>	Oakland CA 94606

olgamilosavl@gmail.com.

<u>Email Address</u>	<u>none</u>
----------------------	-------------

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 6/30/25 (insert date served).

TED DANG  
PRINT YOUR NAME

[Signature]  
SIGNATURE

7/10/25  
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.

**APPEAL OF RENT ADJUSTMENT PROGRAM CASE L24-0061**  
**DANG V TENANTS**  
**2230 LAKESHORE AVENUE, OAKLAND, CA.**

**PARTIAL DENIAL OF ALL VERIFIABLE PASS THROUGH EXPENSES**

HEARING OFFICER DID NOT APPROVE \$34,500 OF ACTUAL EXPENSES FOR THE SEISMIC RETROFITTING WORK NOTING THAT THERE WAS A MISSING CANCELLED CHECK TO SFT CONSTRUCTION FOR \$34,000 AND A MISSING ZELLE PAYMENT TO CALVIN ANDERSON FOR \$500

THERE WAS SOME CONFUSION AS THE CHECK TO SFT CONSTRUCTION WAS ACTUALLY FOR \$37,811.77. \$34,000 WAS A PROGRESS PAYMENT AND \$3811.77 WAS REIMBURSEMENT FOR SFT'S PAYMENT FOR THE CITY PERMITS. RECEIPTS FOR THE \$3811.77 WERE ACKNOWLEDGED AND IT IS LOGICAL THAT SFT RECEIVED THE \$34,000 AS WELL. THAT AMOUNT WAS INCLUDED AS PART OF THE EXECUTED CONTRACT WHICH WAS PROVIDED AND THE NOTICE OF COMPLETION COULD ONLY BE FILED WHEN ALL INVOICES WERE PAID IN FULL. A COPY OF THAT CHECK 23885 IS ATTACHED.

THERE IS NO SEPARATE ZELLE RECEIPT FOR THE \$500 PAYMENT TO CALVIN ANDERSON BUT ATTACHED IS A COPY OF THE BANK STATEMENT SHOWING THE DEBIT



Note: Imaged checks can be used as evidence of payment. Imaged checks appear in numeric order. Non-numbered checks will appear first. Non-check items will appear last.

Check images for account # [REDACTED]

TEO W. DANG, TRUSTEE ACCOUNT  
1205 Franklin St #200  
Oakland, CA 94612

CITIBANK N.A.  
1111 Montgomery  
Oakland, CA 94612

23880

PAY TO THE ORDER OF

\*\*\*\* EIGHT THOUSAND TWO HUNDRED SIXTY ONE AND 33/100 DOLLARS

DATE 11/01/22 AMOUNT \$8,261.33\*\*\*

Commonwealth Management Inc.  
1305 Franklin St #500  
Oakland, CA 94612

PO23880# C321171184# [REDACTED]

Ck Date: 11/02/2022 Ck No: 23880 Amt: \$8261.33

TEO W. DANG, TRUSTEE ACCOUNT  
1205 Franklin St #200  
Oakland, CA 94612

CITIBANK N.A.  
1111 Montgomery  
Oakland, CA 94612

23881

PAY TO THE ORDER OF

\*\*\*\* FIVE HUNDRED NINETEEN AND 00/100 DOLLARS

DATE 11/01/22 AMOUNT \$519.00\*\*\*\*\*

Terracore Associates  
P.O. Box 102180  
Pasadena, CA 91109-2180

PO23881# C321171184# [REDACTED]

Ck Date: 11/03/2022 Ck No: 23881 Amt: \$519.00

TEO W. DANG, TRUSTEE ACCOUNT  
1205 Franklin St #200  
Oakland, CA 94612

CITIBANK N.A.  
1111 Montgomery  
Oakland, CA 94612

23882

PAY TO THE ORDER OF

\*\*\*\* ONE HUNDRED AND 00/100 DOLLARS

DATE 11/01/22 AMOUNT \$100.00\*\*\*\*\*

Gary Wong  
1755 Dolores St  
San Francisco, CA 94110

PO23882# C321171184# [REDACTED]

Ck Date: 11/04/2022 Ck No: 23882 Amt: \$100.00

TEO W. DANG, TRUSTEE ACCOUNT  
1205 Franklin St #200  
Oakland, CA 94612

CITIBANK N.A.  
1111 Montgomery  
Oakland, CA 94612

23883

PAY TO THE ORDER OF

\*\*\*\* TWO HUNDRED FIFTY AND 00/100 DOLLARS

DATE 11/01/22 AMOUNT \$250.00\*\*\*\*\*

Rhino Ashlan RSL LLC  
c/o Northstar Management Inc  
7109 H Fresno St, Ste 370  
Fresno, CA 93720

PO23883# C321171184# [REDACTED]

Ck Date: 11/07/2022 Ck No: 23883 Amt: \$250.00

TEO W. DANG, TRUSTEE ACCOUNT  
1205 Franklin St #200  
Oakland, CA 94612

CITIBANK N.A.  
1111 Montgomery  
Oakland, CA 94612

23884

PAY TO THE ORDER OF

\*\*\*\* FOUR HUNDRED FORTY ONE AND 34/100 DOLLARS

DATE 11/01/22 AMOUNT \$441.34\*\*\*\*\*

ERBOD  
PATIENT CENTER  
OAKLAND, CA 94649-0001

PO23884# C321171184# [REDACTED]

Ck Date: 11/07/2022 Ck No: 23884 Amt: \$441.34

TEO W. DANG, TRUSTEE ACCOUNT  
1205 Franklin St #200  
Oakland, CA 94612

CITIBANK N.A.  
1111 Montgomery  
Oakland, CA 94612

23885

PAY TO THE ORDER OF

\*\*\*\* THIRTY SEVEN THOUSAND EIGHT HUNDRED EEEVEN AND 77/100 DOLLARS

DATE 11/02/22 AMOUNT \$37,811.77\*\*

STX Construction Corp  
322 6th St Unit 4  
San Francisco, Ca 94103

PO23885# C321171184# [REDACTED]

Ck Date: 11/03/2022 Ck No: 23885 Amt: \$37811.77

TEO W. DANG, TRUSTEE ACCOUNT  
1205 Franklin St #200  
Oakland, CA 94612

CITIBANK N.A.  
1111 Montgomery  
Oakland, CA 94612

23886

PAY TO THE ORDER OF

\*\*\*\* NINETY FIVE AND 00/100 DOLLARS

DATE 11/02/22 AMOUNT \$95.00\*\*\*\*\*

Kost Post Control  
P.O. Box 402  
Yreaville, CA 95696-0402

PO23886# C321171184# [REDACTED]

Ck Date: 11/10/2022 Ck No: 23886 Amt: \$95.00

TEO W. DANG, TRUSTEE ACCOUNT  
1205 Franklin St #200  
Oakland, CA 94612

CITIBANK N.A.  
1111 Montgomery  
Oakland, CA 94612

23887

PAY TO THE ORDER OF

\*\*\*\* THREE HUNDRED FIFTY AND 00/100 DOLLARS

DATE 11/02/22 AMOUNT \$350.00\*\*\*\*\*

MonkeyBrains  
286 12th St  
San Francisco, Ca 94103

PO23887# C321171184# [REDACTED]

Ck Date: 11/14/2022 Ck No: 23887 Amt: \$350.00

TEO W. DANG, TRUSTEE ACCOUNT  
1205 Franklin St #200  
Oakland, CA 94612

CITIBANK N.A.  
1111 Montgomery  
Oakland, CA 94612

23888

PAY TO THE ORDER OF

\*\*\*\* ONE THOUSAND SEVEN HUNDRED THIRTY SEVEN AND 00/100 DOLLARS

DATE 11/04/22 AMOUNT \$1,738.00\*\*

Thumb Up Rooter & Plumbing, LLC  
2017 - 94th Avenue  
Oakland, CA 94603

PO23888# C321171184# [REDACTED]

Ck Date: 11/08/2022 Ck No: 23888 Amt: \$1738.00

TEO W. DANG, TRUSTEE ACCOUNT  
1205 Franklin St #200  
Oakland, CA 94612

CITIBANK N.A.  
1111 Montgomery  
Oakland, CA 94612

23889

PAY TO THE ORDER OF

\*\*\*\* THREE THOUSAND SEVEN HUNDRED SIXTY FIVE AND 03/100 DOLLARS

DATE 11/04/22 AMOUNT \$3,765.83\*\*\*

Waste Management of Alameda County  
P.O. Box 541065  
Los Angeles, CA 90054-1065

PO23889# C321171184# [REDACTED]

Ck Date: 11/10/2022 Ck No: 23889 Amt: \$3765.83

**CHECKING ACTIVITY**

Continued

Date	Description	Debits	Credits	Balance
11/15	CHECK NO: 23898	476.07		620,548.70
11/15	CHECK NO: 23894	9,831.94		610,716.76
11/15	CHECK NO: 23891	38,014.78		572,701.98
11/16	CHECK NO: 23831	2,997.00		569,704.98
11/17	CHECK NO: 23899	246.72		569,458.26
11/18	ELECTRONIC CREDIT JLL GAS 870211 00000000046994 Nov 18 RMR*IK*870211		21,180.43	590,638.69
11/21	DEPOSIT		9,586.00	600,224.69
11/21	CHECK NO: 23904	43.95		600,180.74
11/21	CHECK NO: 23903	1,656.24		598,524.50
11/22	CHECK NO: 23902	92.24		598,432.26
11/22	CHECK NO: 23900	3,890.06		594,542.20
11/23	ELECTRONIC CREDIT Wells Fargo & Co ACCTS PAY 0008694027 Nov 23		1,400.00	595,942.20
11/23	DEPOSIT		7,084.02	603,026.22
11/23	ELECTRONIC CREDIT Wells Fargo & Co ACCTS PAY 0008696031 Nov 23		10,655.75	613,681.97
11/23	OTHER WITHDRAWAL/ADJ PAY ID CT12o3z5k8ua ORG ID BAC NAME CALVIN L	500.00		613,181.97
11/23	CHECK NO: 23907	190.00		612,991.97
11/23	CHECK NO: 23909	1,597.60		611,394.37
11/23	CHECK NO: 23893	20,043.38		591,350.99
11/25	CHECK NO: 23906	1,293.33		590,057.66
11/25	CHECK NO: 23912	8,646.12		581,411.54
11/25	CHECK NO: 23915	40,000.00		541,411.54
11/25	CHECK NO: 23896	247,930.22		293,481.32
11/28	DEPOSIT		13,933.00	307,414.32
11/28	CHECK NO: 23918	1,133.28		306,281.04
11/29	CHECK NO: 23911	10.53		306,270.51
11/29	CHECK NO: 23914	300.17		305,970.34
11/29	CHECK NO: 23908	604.62		305,365.72
11/30	ELECTRONIC CREDIT VENMO CASHOUT 1023792732992 Nov 30		1,800.00	307,165.72
11/30	ELECTRONIC CREDIT VENMO CASHOUT 1023792811541 Nov 30		2,800.00	309,965.72
11/30	DEPOSIT		22,050.27	332,015.99
11/30	CHECK NO: 23910	350.00		331,665.99
11/30	CHECK NO: 23916	4,170.00		327,495.99
	<b>Total Debits/Credits</b>	<b>631,351.79</b>	<b>271,302.09</b>	

**Checks Paid**

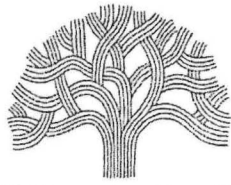
Check	Date	Amount	Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
23831	11/16	2,997.00	23846*	11/02	1,557.00	23853*	11/14	143.55	23859*	11/07	315.00
23863*	11/03	69,693.00	23866*	11/04	21,777.00	23875*	11/03	221.50	23876*	11/01	340.00
23878*	11/02	22,035.00	23879*	11/07	427.00	23880*	11/02	8,261.33	23881*	11/03	519.00
23882*	11/04	100.00	23883*	11/07	250.00	23884*	11/07	441.34	23885*	11/03	37,811.77
23886*	11/10	95.00	23887*	11/14	350.00	23888*	11/08	1,738.00	23889*	11/10	3,765.83
23890*	11/08	2,468.09	23891*	11/15	38,014.78	23892*	11/10	26,037.78	23893*	11/23	20,043.38
23894*	11/15	9,831.94	23895*	11/09	5,950.00	23896*	11/25	247,930.22	23897*	11/10	196.21
23898*	11/15	476.07	23899*	11/17	246.72	23900*	11/22	3,890.06	23901*	11/14	377.96
23902*	11/22	92.24	23903*	11/21	1,656.24	23904*	11/21	43.95	23906*	11/25	1,293.33
23907*	11/23	190.00	23908*	11/29	604.62	23909*	11/23	1,597.60	23910*	11/30	350.00
23911*	11/29	10.53	23912*	11/25	8,646.12	23914*	11/29	300.17	23915*	11/25	40,000.00
23916*	11/30	4,170.00	23918*	11/28	1,133.28						

\* indicates gap in check number sequence

Number Checks Paid: 46

Totaling: \$588,389.61





CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program, date stamp.

**RECEIVED**

**JUL 14 2025**

OAKLAND RENT  
ADJUSTMENT PROGRAM

## APPEAL

<b>Appellant's Name</b> JAE SCHNECK		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 2230 LAKESHORE #6 OAKLAND, CA 94606			
<b>Appellant's Mailing Address (For receipt of notices)</b> 2230 LAKESHORE #6 OAKLAND, CA 94606		<b>Case Number</b> L24-0061	
		<b>Date of Decision appealed</b> 6/18/25	
<b>Name of Representative (if any)</b> JIMMY HENRIQUEZ		<b>Representative's Mailing Address (For notices)</b> 312 FONT BLVD SAN FRANCISCO, CA 94132	

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: APPEAL 624-0061 (insert name of document served)

☒ And Additional Documents

and (write number of attached pages) 10 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.

<b>Name</b>	Redding Commonwealth Inc
<b>Address</b>	1305 Franklin St Suite 500
<b>City, State Zip</b>	OAKLAND CA 94612
<b>Email Address</b>	
<b>Name</b>	HEARING UNIT Rent Adjustment Program
<b>Address</b>	250 FRANK O'GAWA PLAZA suite 5313
<b>City, State Zip</b>	OAKLAND CA 94612

**I Jae sheck apt 6 at 2230 lakeshore Ave  
Oakland ca.am appealing the hearing  
decision case I24-0061, hearing decision  
dated June 18 2025 which was a petition  
about a retrofit rent increase, with late  
documents submitted by ted dang of  
commonwealth inc**

(A) I did not know that I had the option to object to late filing of documents evidence for the retrofit petition , and I am responding to the hearing decision dated June 18 2025, and I object to any evidence submitted after the June 18 2025 hearing decision

(B) ted dang did not provide documentation showing that he gave other companies the opportunity to bid on the work

(C) building shakes when buses or trucks go by

(D) how did electrical work support the retrofit??? No written explanation

(E) rodents on property and patio squirrels and rats

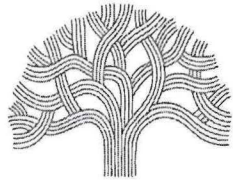
(F) fire alarm system was unable to reset by Oakland fire department on July 7 2025 after a false alarm

Jae sheck. July 9 2025 print this out.

*JAG Schneek*

*Jar Schneek*





CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

**RECEIVED**

**JUL 14 2025**

**OAKLAND RENT  
ADJUSTMENT PROGRAM**

**PROOF OF SERVICE**

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

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

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

I served a copy of:

APPEAL L24-0061

(insert name of document served)

☒ And Additional Documents

and (write number of attached pages) 10 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

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

**PERSON(S) SERVED:**

Name	<u>TED DANG - COMMON WEALTH MGMT. INC.</u>
Address	<u>1305 FRANKLIN ST. SUITE 500</u>
City, State, Zip	<u>OAKLAND, CA 94612</u>

Name	Hearing Unit
Address	250 FRANK OGAWA PLAZA suite 5313
City, State, Zip	OAKLAND CA 94612

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
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City, State, Zip	

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Address	
City, State, Zip	

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 7/9/2025 (insert date served).

JAE SCHNECK

PRINT YOUR NAME

X [Signature]

SIGNATURE

7/9/25  
DATE

## OAKLAND CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_ C.M.S.

INTRODUCED BY COUNCILMEMBER HOUSTON

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**RESOLUTION AMENDING RESOLUTION NO. 88341 TO REPEAL THE 2020 ENCAMPMENT MANAGEMENT POLICY AND REPLACE WITH A 2025 ENCAMPMENT ABATEMENT POLICY THAT (A) DEFINES “ENCAMPMENT” TO EXCLUDE VEHICLES AND AUTHORIZES CITATION AND TOWING OF INHABITED VEHICLES BY CITY DEPARTMENTS PURSUANT TO THE CALIFORNIA VEHICLE CODE AND OAKLAND VEHICLE CODE; (B) CONTINUES TO REQUIRE 7-DAY NOTICE PRIOR TO NON-URGENT ENCAMPMENT CLOSURES; AND (C) CLARIFIES EMERGENCY AND URGENT HEALTH AND SAFETY CONDITIONS THAT AUTHORIZE IMMEDIATE, 24-HOUR, OR 72-HOUR NOTICE FOR ENCAMPMENT CLOSURES, INCLUDING ENCAMPMENTS BLOCKING SIDEWALKS**

**WHEREAS**, the number of homeless persons in the City of Oakland continues to increase, with the latest 2024 point-in-time count of 5,485 individuals experiencing homelessness in Oakland, an increase of 8.5% from 2022, with the largest growth in people living in recreational vehicles (RVs) and cars, and this number is likely to increase given the substantial upward pressure of residential rents; and

**WHEREAS**, the current number of homeless individuals living in Oakland far outpaces the number of existing safe parking spots, shelter beds, transitional housing or permanent supportive housing units available; and

**WHEREAS**, the adverse impacts of tent and make shift structure encampments in Oakland continue to increase significantly, including a rise in service calls for fire, assault, robbery, drug trafficking, medical emergencies, right-of-way obstructions, storage of combustible materials, and illegal electrical wiring, all of which jeopardizes housed and unhoused residents' safety and health; and

**WHEREAS**, unauthorized vehicle encampments have increased substantially across Oakland within the public right of way, thus exposing unhoused individuals to traffic hazards, increased vulnerability to crime, risk of death and injury, exposure to weather, lack of adequate sanitation and debris services and other conditions that are detrimental to their health and safety; and

**WHEREAS**, similar increases have been reported throughout the State of California, prompting the creation of statewide homelessness task force by Governor Gavin Newsom; and

**WHEREAS**, Oakland residents are being affected by the increasing number of unsheltered individuals living in vehicles with regard to traffic and pedestrian safety, lack of sanitation and debris services, waste and sewage discharge into the storm drain systems; and

**WHEREAS**, when a vehicle is abandoned or otherwise improperly maintained, it will eventually leak hazardous substances such as transmission fluid, radiator coolant, brake fluid, motor oil, battery acid, and/or fuel; and

**WHEREAS**, since vehicles are extremely heavy and are frequently parked on streets, they are more likely to present serious obstacles to emergency vehicles and emergency personnel, and are more likely to block critical infrastructure, than a tent or similar dwelling structure; and

**WHEREAS**, unlike tents, RVs often have sewage collection tanks, and if emptied improperly, the sewage creates serious biological hazards in the immediate area, and fecal matter enters the City's storm drain system and flows into the San Francisco Bay; and

**WHEREAS**, RVs, unlike tents, are often designed with heating and/or cooking systems that rely on propane; when these systems are improperly used or maintained, they pose serious threats to the RV's occupants, other people in the vicinity, and first responders; and

**WHEREAS**, vehicles typically have passenger compartments and/or trunks that can be locked, meaning they can be used to secure and conceal weapons or other dangerous contraband in ways that tents and similar dwelling structures cannot; and

**WHEREAS**, on October 20, 2020, pursuant to Resolution No. 88341 C.M.S., the City Council adopted the Encampment Management Policy (2020 EMP), which governs the City's notice, shelter, and storage policies for actions to clean or close encampments undertaken by the City's Encampment Management Team (EMT); and

**WHEREAS**, separate from the EMP, the California Vehicle Code (CVC) allows City officials in the Oakland Department of Transportation (OakDOT) and/or the Oakland Police Department to tow and impound vehicles that present health and safety threats or impede traffic; and

**WHEREAS**, OakDOT currently cites vehicles, including RVs, in violation of these CVC sections; however, OakDOT does not typically tow inhabited vehicles except in coordination with a noticed EMT operation; and

**WHEREAS**, the City Council desires to allow OakDOT and/or OPD to cite, tow, and/or impound vehicles according to generally applicable tow authorities regardless of whether they are being used as dwellings; and

**WHEREAS**, the CVC is the exclusive authority allowing removal of vehicles from public streets and sets minimum baseline notice requirements; and

**WHEREAS**, in some cases, the Oakland Municipal Code extends such notices requirements beyond the minimum, including but not limited to requiring 72-hour notice for vehicles parked in construction zones; and

**WHEREAS**, the CVC authorizes vehicles obstructing traffic or presenting imminent threats to public safety to be towed immediately, including vehicles that are stolen, in a signed tow-away zone, or that present a hazard, obstruction or other immediate health and safety threat as determined by OakDOT or OPD; and

**WHEREAS**, the City desires to replace the 2020 EMP with a 2025 Encampment Abatement Policy to redefine “encampment” to exclude vehicles, and authorize OakDOT and/or OPD to cite, tag, and tow vehicles in accordance with the CVC or OMC provisions, whichever provides greater notice; and

**WHEREAS**, in June 2024, the United States Supreme Court issued a decision in *City of Grants Pass v. Johnson* (2024) that overturned existing Ninth Circuit precedent in *Martin v. City of Boise* (2018), and held that it is not a violation of the Eighth Amendment Cruel and Unusual Punishments Clause of the United State Constitution for cities to remove encampments from public property without offering an alternative location or shelter; and

**WHEREAS**, the 2020 EMP incorporated the prior Ninth Circuit precedent and required shelter offers prior to removal of encampments from public property; and

**WHEREAS**, in the past several years, shelter spaces have become more limited, and there are not enough shelter beds to accommodate every unhoused person moved from encampments; and

**WHEREAS**, the proposed 2025 Encampment Abatement Policy would remove the requirement to make shelter offers prior to closing encampments and removing and storing personal property, but criminal citations for camping would still only be authorized in cases of imminent danger to public health and safety; and

**WHEREAS**, in October 2022, the City Council approved an Injunctive and Monetary Relief Settlement in *Miralle v. City of Oakland*, which specified certain notice and storage requirements for EMT actions, but such changes have not yet been included in the EMP; and

**WHEREAS**, the *Miralle* settlement agreement requires 7-day notice before the EMT closes any non-urgent encampment, but allows immediate closure in the case of emergencies or less than 72-hour closure in the case of urgent health and safety conditions; and

**WHEREAS**, the former Mayor issued Executive Order 2024-1, which clarified the conditions authorizing encampment closures with less than 7-day notice, including immediate closures for imminent dangers and less than 72-hour notice for urgent conditions, consistent with the terms of the *Miralle* settlement; and

**WHEREAS**, the City desires to incorporate the terms of *Miralle* settlement agreement and Executive Order 2024-1 into the 2025 Encampment Abatement Policy; and

**WHEREAS,** such revisions would authorize the City Administrator or relevant departments to determine, on a case-by-case, that an encampment must be closed immediately or with little notice in order to address emergency or urgent conditions such as, imminent fire hazards, imminent or active damage to critical infrastructure, sidewalk obstructions in noncompliance of the ADA, obstructed waterways, or other objective dangers; now, therefore, be it

**RESOLVED:** That the City Council finds and determines the foregoing recitals to be true and correct and hereby makes them a part of this Resolution; and be it

**FURTHER RESOLVED:** That the City Council hereby amends Resolution No. 88341 C.M.S. and adopts the 2025 Encampment Abatement Policy, attached as Exhibit A, which repeals and supersedes the 2020 EMP, which changes are shown in underline additions and strikethrough deletions in Exhibit B; and be it

**FURTHER RESOLVED:** That the City Attorney and City Administration are authorized to make non-substantive edits to the 2025 Encampment Abatement Policy, consistent with this Resolution and its basic purpose; and be it

**FURTHER RESOLVED:** That the City Administrator is authorized to complete all required actions consistent with this Resolution and its basic purpose, including issuing departmental standard operating procedures to further implement the 2025 Encampment Abatement Policy, subject to City Attorney review and approval.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - BROWN, FIFE, GALLO, HOUSTON, RAMACHANDRAN, UNGER, WANG, AND  
PRESIDENT JENKINS

NOES –

ABSENT –

ABSTENTION –

ATTEST: \_\_\_\_\_  
ASHA REED  
City Clerk and Clerk of the Council of the  
City of Oakland, California

**Exhibit A**

**[Attached]**





# AGENDA REPORT

**TO:** Honorable Council President Jenkins  
and City Councilmembers

**FROM:** "Son of Oakland"  
Ken Houston  
Councilmember – District 7

**SUBJECT:** Repeal 2020 Encampment  
Management Policy and Adopt 2025  
Encampment Abatement Policy

**DATE:** August 28, 2025

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## **RECOMMENDATION**

**ADOPT A RESOLUTION AMENDING RESOLUTION NO. 88341 TO REPEAL THE 2020 ENCAMPMENT MANAGEMENT POLICY AND REPLACE WITH A 2025 ENCAMPMENT ABATEMENT POLICY THAT (A) DEFINES "ENCAMPMENT" TO EXCLUDE VEHICLES AND AUTHORIZES CITATION AND TOWING OF INHABITED VEHICLES BY CITY DEPARTMENTS PURSUANT TO THE CALIFORNIA VEHICLE CODE AND OAKLAND VEHICLE CODE; (B) CONTINUES TO REQUIRE 7-DAY NOTICE PRIOR TO NON-URGENT ENCAMPMENT CLOSURES; AND (C) CLARIFIES EMERGENCY AND URGENT HEALTH AND SAFETY CONDITIONS THAT AUTHORIZE IMMEDIATE, 24-HOUR, OR 72-HOUR NOTICE FOR ENCAMPMENT CLOSURES, INCLUDING ENCAMPMENTS BLOCKING SIDEWALKS**

## **EXECUTIVE SUMMARY**

Recommendation for the City Council to adopt a resolution amending Resolution No. 88341 to Repeal The 2020 Encampment Management Policy to adopt the 2025 Encampment Abatement Policy.

## **REASON FOR URGENCY**

Over the past decade, Oakland has become the epicenter of street encampments. As of January 25, 2024, the city is home to 5,484 unsheltered individuals, accounting for a staggering 58% of the unsheltered population in Alameda County. The rapid growth of the unsheltered population has led to escalating threats to public safety, sanitation, and environmental health. These conditions have reached a crisis point, underscoring the urgent need for comprehensive and effective policy solutions.

Following the U.S. Supreme Court's (SCOTUS's) June 28, 2024, decision in *Grants Pass v. Johnson* – which reversed the Ninth Circuit ruling and held that the enforcement of anti-camping

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**000154**

ordinances does not violate the Eighth Amendment – the City of Oakland now has clear constitutional authority to prohibit encampments in public spaces.

## **BACKGROUND / LEGISLATIVE HISTORY**

In September of 2018 the United States Court of Appeals for the Ninth Circuit in Boise, Oregon issued a ruling in the case of [Martin v. City of Boise](#), stipulating how local municipalities establish constitutionality for unhoused individuals specifically “...sitting, sleeping, or lying outside on public property...”<sup>1</sup> In 2019, the Oakland City Council Adopted the Permanent Access to Housing (PATH) Framework to address the growing homeless crisis in Oakland through prevention, emergency response, and housing development strategies. This led to the creation of the 2020 Encampment Management Policy (EMP), designed to address the growth of encampments and the adversities faced by unhoused populations.

At the Federal Judicial level, a SCOTUS ruling provided the legal foundation that catalyzed the City to take a more decisive action on encampments. U.S. Supreme Court case, [Grants Pass v. Johnson](#) challenged precedent set by *Martin v. City of Boise*. A majority ruling by SCOTUS issued on June 28, 2024, found that it is not a violation of the Eighth Amendment Cruel and Unusual Punishments clause of the U.S. Constitution for local municipalities to issue and enforce camping and sleeping bans on public property. *Grants Pass* gives Oakland an opportunity to:

- **Restore Local Control:** The City can now adopt clear, enforceable rules governing use of public property.
- **Take Balanced Action:** Combine enforcement with increased shelter when available and provide treatment options.
- **Mandate for Responsibility:** Failure for the City to act can no longer be based on-legal uncertainty.

Strengthened by recent federal authority, the 2025 Encampment Abatement Policy (EAP) has been developed to restore public health and safety in Oakland. The City remains firmly committed to protecting the well-being of all Oakland residents, and the EAP reflects a robust strategy to achieve that goal. This policy represents a decisive shift in approach – an assertion of the City’s responsibility to reclaim and restore public spaces. Prior to guidance from the U.S. Supreme Court, Oakland was largely constrained to managing encampments, which strained public resources and, in some cases, perpetuated the crisis. With a clearer legal framework now in place, Oakland has the ability to pursue more effective and lasting solutions.

## **ANALYSIS AND POLICY ALTERNATIVES**

Oakland has a moral duty to **intervene compassionately** but **firmly**. The purpose of this policy is to protect and serve all Oaklanders, sheltered and unsheltered, and to manage the adverse impacts of homeless encampments by balancing the interests of all residents (i.e., unhoused, housed, business community), focusing encampment actions on mitigating negative outcomes as they pertain to public safety, public health, and equity outcomes. This policy aims to:

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<sup>1</sup> Section 2 – C (Pg 31)

- Designate high-sensitivity areas, where unmanaged encampments are presumed to cause unreasonably high levels of health and safety impacts due to the nature of the location.
- Designate low-sensitivity areas, where enforcement will not be prioritized.
- Determine findings that will prompt intervention and situations that authorize departments to take action.
- Provide guidance on addressing unreasonable health and safety risks, promoting voluntary compliance, and strategies to address non-compliance.

The adoption of the 2025 Encampment Abatement Policy will also direct the City Administrator to establish an interdepartmental Encampment Abatement Team (EAT). The EAT will comprise of staff from the Oakland Public Works Department (OPW), Human Services Department (HSD), the Police Department (OPD), the Fire Department (OFD), the Department of Transportation (OakDOT), and other departments as deemed necessary.

Each Stakeholder Department shall:

- Provide regular input on issues governed by this policy, based in their departmental expertise.
- Participates in collective decision-making for any intervention proposed under this policy.
- Performs any aspect(s) of an intervention delegated to their department once the intervention is approved by the EAT under this policy; and
- Participates as needed in developing procedures to effectuate this policy.
- The full scope of work assigned to the EAT consists of **interventions, detailed cleaning, and closures** of specific types.
- **Health & Hygiene Intervention.** This intervention may include placing handwashing stations, portable toilets.
- **Detailed cleaning.** This intervention may require individuals encamped at a site to temporarily relocate to mitigate public safety and/or public health risks, allowing individuals to return to the site after the intervention is complete. This intervention may be used when one or more public safety/public health findings as identified by the EAT are present. In performing this intervention, the City will make reasonable efforts to mitigate any individual or group property loss as outlined in OPW's Standard Operating Procedures (SOPS). However, city staff may determine that some property must be abated to protect the public. When possible, this intervention will be coordinated with relevant public agencies.
- **Partial closure.** This intervention may include partially moving and/or closing an encampment due to construction, work zone access, or ongoing public safety and/or



health hazards. When available, affected encamped individuals will be offered shelter and/or alternative housing.

- **Closure.** This intervention may include fully closing an encampment due to its location within a high-sensitivity zone, construction, work zone access, or ongoing public safety and/or health hazards. When available, affected encamped individuals will be offered shelter and/or alternative housing.
- **Re-encampment Closure.** If an encampment returns to the same site (defined as: within the same block on either side of the street) within 60 days of the original Closure or Partial Closure notice, such encampment is subject to re-encampment closure with a 72-hour notice. If the area is also posted with “No Encampment” and/or “No Parking” signs, the EAT is not required to make offers of shelter and/or alternative housing. Individuals who return to the same encampment location with posted “No Encampment” and/or “No Parking” signage may be subject to citation and/or arrest.
- **Vehicles.** All vehicles parked in violation of the California Vehicle Code (CVC) and/or Oakland Municipal Code (OMC) are subject to enforcement by OakDOT and OPD according to applicable laws. In addition, encampment vehicles are also subject to the EAT’s SOPs. The EAT may request OakDOT and/or OPD to tag and tow vehicles located within encampments during a cleaning or closure operation. OakDOT and OPD are encouraged, but not required, to coordinate with the EAT to address inhabited vehicles when tents or makeshift structures surround such vehicles. City staff will continue to explore best practices and programs as it relates to RVs and RV parking.
- **Emergency Actions Due To Catastrophic Events, Natural Disasters, or other Urgent Health and Safety Concerns.** For any emergency Deep Cleaning, Partial Closure, or Closure, the City will make reasonable efforts to provide those encamped with some form of notice, such as outreach workers visiting the site and sharing information verbally or in writing, if such noticing is feasible. For certain public health or public safety emergency interventions like fires, the City may be unable to provide prior notice due to the urgency of the emergency. The City will make reasonable efforts to provide prior notice for urgent health and safety concerns that are not emergencies.

### Policy Alternatives

An alternate policy option is to maintain the status quo by not adopting a resolution to repeal the 2020 EMP and not adopting the 2025 EAP. This would result in:

- 1) **Ever increasing percentage of City funds used to manage encampments:** The Human Services Department and Public Works Department in Oakland spends millions in clean-up and encampment related services. With the substantial growth of unauthorized vehicle encampments in Oakland, the cost of “managing” encampments will surge year over year. Cost of encampment clean-ups, closures, relocations will continue to grow, further cutting into the City’s available budget to provide basic city services to Oaklanders. Critical services such as public safety (Police and Fire), public health (OPW, OakDOT, Human Services), and other vital public services (Parks & Recreation, Youth and Senior Services, Library, etc.) will be further reduced as more and more City dollars are allocated to an ever-growing unhoused population.
- 2) **Further Decline in Quality-of-Life Metrics for Oaklanders**  
A failure to address homeless encampments more effectively will likely contribute to worsening outcomes across multiple quality-of-life indicators, including public safety, sanitation, mental health, and neighborhood livability. Oakland residents routinely report exposure to unsafe or unsanitary conditions, including open drug use, human waste, and environmental hazards in public areas. Public parks, sidewalks, and transit corridors are inaccessible or unsafe, disproportionately affecting seniors, children, and people with disabilities. This decline in the City’s livability directly contributes to a sense of civic distrust and erosion of confidence in City leadership, which fuels Oaklanders’ desire to move to communities outside Oakland.
- 3) **Further Increase in Number of Businesses Leaving Oakland**  
Maintaining the status quo and not enhancing the City’s encampment policy can directly impact economic stability by accelerating the rate businesses leave Oakland – particularly small and mid-sized enterprises that lack the ability to absorb increasing costs for security, sanitation, and liability insurance. Business owners cite declining foot traffic, vandalism, and concerns over employee and customer safety as major deterrents to remaining in Oakland. As businesses relocate to neighboring municipalities with more stable public spaces, Oakland risks long-term reputation damage as a place to invest or grow.
- 4) **Continued Decline in City Revenues from Lower Business and Sales Taxes**  
The compounding effects of business closures and relocations contribute to a shrinking tax base. This results in reduced revenue from sales taxes, business license taxes, and property taxes, which directly weakens the City’s ability to fund critical services like affordable housing, public safety, and infrastructure maintenance. If left unaddressed, this adverse fiscal impact could force Oakland to make ever more difficult budgetary trade-offs, leading to service reductions that further erode public trust and quality of life.

### FISCAL IMPACT

The fiscal impact of this policy is yet to be determined as the City Council will need to collaborate with the City Administrator's Office to ascertain the resources required to operationalize and enforce the policy.

### **PUBLIC OUTREACH / INTEREST**

This is a call to action. For years, Oakland residents have looked to their leaders to address the encampment crisis. They have called, emailed, written letters, and attended City Hall meetings to share the serious impacts encampments have had on their lives

Oakland needs decisive leadership to use every available tool to restore our neighborhoods. Residents are entrusting City leaders to clearly define what is and is not acceptable on our streets and to be held accountable for addressing misconduct in public spaces. The City must be empowered with the authority and resources necessary to return Oakland to a healthy, clean, and safe environment.

### **COORDINATION**

This policy was prepared in collaboration with OPW, OakDOT, OPD, OFD, Office of the City Attorney, City Administrator's Office, and the Encampment Management Team (EMT).

### **SUSTAINABLE OPPORTUNITIES**

**Economic:** The 2025 Encampment Abatement Plan (EAP) is designed to deliver long-term returns on investment. While encampment closures may involve significant upfront costs, the new elements of the EAP strives to make the abatement of encampments a one-time expense. In contrast, ongoing intervention and management of active encampments require continuous funding and resources. The 2025 EAP authorizes the deployment of resources for a set period until an encampment is fully closed, reducing the need for repeated interventions.

**Environmental:** Encampments contribute to substantial debris on Oakland's streets, which harms the environment. Human waste and vehicle discharge left exposed can enter storm drains and release harmful gases into the air. Waste material also prevents City storm drain systems from functioning at capacity to prevent flooding during heavy rains. Fires originating in encampments release toxic pollutants into the atmosphere and soil, further impacting public health and environmental quality.

**Race & Equity:** A formal race and equity analysis has yet to be completed at the time of the writing of this report. It is important to note that a comprehensive equity and impact analysis will extend well into the policy's implementation and evaluation stages. To this end, this policy will undergo a semi-annual equity review to determine its effectiveness in relation to the equity indicators and outcomes consistent with the guidance and best practices promoted by the City's Department of Race and Equity.

**To:** Honorable Council President Jenkins and City Councilmembers

**Subject:** Repeal 2020 Encampment Management Policy and Adopt 2025 Encampment Abatement Policy

**Date:** September 10, 2025

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**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

The action taken by this Resolution is not a “project” subject to the California Environmental Quality Act.

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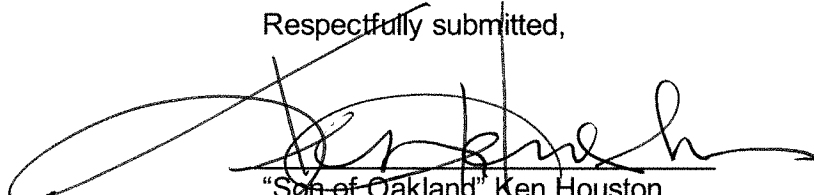


**ACTION REQUESTED OF THE CITY COUNCIL**

**ADOPT A RESOLUTION AMENDING RESOLUTION NO. 88341 TO REPEAL THE 2020 ENCAMPMENT MANAGEMENT POLICY AND REPLACE WITH A 2025 ENCAMPMENT ABATEMENT POLICY THAT (A) DEFINES "ENCAMPMENT" TO EXCLUDE VEHICLES AND AUTHORIZES CITATION AND TOWING OF INHABITED VEHICLES BY CITY DEPARTMENTS PURSUANT TO THE CALIFORNIA VEHICLE CODE AND OAKLAND VEHICLE CODE; (B) CONTINUES TO REQUIRE 7-DAY NOTICE PRIOR TO NON-URGENT ENCAMPMENT CLOSURES; AND (C) CLARIFIES EMERGENCY AND URGENT HEALTH AND SAFETY CONDITIONS THAT AUTHORIZE IMMEDIATE, 24-HOUR, OR 72-HOUR NOTICE FOR ENCAMPMENT CLOSURES, INCLUDING ENCAMPMENTS BLOCKING SIDEWALKS**

For questions regarding this report, please contact Patricia Brooks at (510) 238-6672, or Trinity Hall at (510) 238-3649

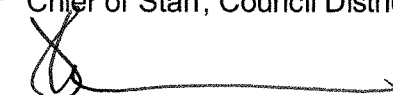
Respectfully submitted,



"Son of Oakland" Ken Houston  
Councilmember, Council District 7



Reviewed by: Patricia Brooks  
Chief of Staff, Council District 6



Reviewed by: Victoria Chak  
Chief of Staff, Council District 7



Prepared by: Trinity Hall  
Council Aide, Council District 7