

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

**April 10, 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: **April 10, 2025 06:00 PM Pacific Time (US and Canada)**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82834520736>

**Meeting ID:** 828 3452 0736

**One tap mobile:** +16694449171,,82834520736# US, 16699009128,,82834520736# US (San Jose)

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

**Webinar ID:** 828 3452 0736

Find your local number: <https://us02web.zoom.us/j/82834520736>

**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, 03/13/2025 (pp.4-8)

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

- a. T24-0078, Gonzales v. Iaccarino (pp.9-129)
- b. L24-0002, University President Associates LP v. Tenants (pp.130-359)

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

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

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

### **9. OPEN FORUM**

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

### **10. ADJOURNMENT**

*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, Cantones, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

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

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

**March 13, 2025**

**6:00 P.M.**

**CITY HALL**

**1 FRANK H. OGAWA PLAZA, HEARING ROOM #1  
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 6:20 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 Jackson arrived at 7:10pm.*

**Staff Present**

Braz Shabrell  
Marguerita Fa-Kaji  
Nyila Webb

Deputy City Attorney  
Senior Hearing Officer (RAP)  
Administrative Assistant II (RAP)

### **3. PUBLIC COMMENT**

- a. No speaker cards were submitted.

### **4. CONSENT ITEMS**

- a. Approval of Board Minutes, 02/27/2025:

**Member C. Oshingua made a motion to approve the Board Minutes from 02/27/2025. Member K. Brodfuehrer seconded the motion.**

The Board voted as follows:

**Aye:** C. Munoz Ramos, M. Cucullu Lim, C. Oshinuga, R. Samati, K. Brodfuehrer  
**Nay:** None  
**Abstain:**

**The minutes were approved.**

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

- a. T24-0138, Little v. Advent Properties
- b. **Appearances at appeal:** Owner Representative: Evan Darragh

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

The Board voted as follows:

**Aye:** C. Munoz Ramos, M. Cucullu Lim, D. Ingram, C. Oshinuga, R. Samati, K. Brodfuehrer  
**Nay:** None  
**Abstain:** C. Jackson

**The motion was approved.**

**c. L24-0002, University President Associates LP v. Tenants**

**d. Appearances at Appeal: Owner/Respondent:** Evan Darragh

**Tenants/Appellants:** Victoria Gambrell,  
Getachew Desybelew, Sunfun Su, Carlos  
Zepeda, Mekonnen Seyoum,

**Interpreter(s) for tenant:** Claudia Lindgren  
(Spanish) & Jane Ma (Mandarin Chinese)

- e.** Case L24-0002 was rescheduled during the Board meeting, due to accessibility issues on Zoom and an error in booking the interpreter service. The initial booking provided consecutive interpretation instead of simultaneous interpretation, which is needed to ensure all parties can fully understand and communicate in real time. This is especially important for participants attending the hearing remotely via Zoom.

**Member C. Jackson made a motion to reschedule the appeal hearing as soon as possible and advise staff to ensure that simultaneous interpretations/translations for all languages is available. Member K. Brodfuehrer seconded.**

The Board voted as follows:

**Aye:** C. Munoz Ramos, M. Cucullu Lim, D. Ingram, C. Oshinuga, C. Jackson, R. Samati, K. Brodfuehrer C. Jackson  
**Nay:** None  
**Abstain:**

**The motion was approved**

- f.** Member Oshinuga sought counsel from Deputy City Attorney and RAP's Senior Hearing Officer regarding revising the motion in Case T24-0138 to refine the language. He then moved to amend the existing motion to provide clearer wording.

**Member C. Oshinuga made a motion to reconsider the Board's motion in T24-0138, Little v. Advent Property and to reintroduce the motion with updated language. Member C. Munoz Ramos seconded.**

The Board voted as follows:

**Aye:** C. Munoz Ramos, M. Cucullu Lim, D. Ingram, C. Oshinuga,  
R. Samati, K. Brodfuehrer  
**Nay:** None  
**Abstain:** C. Jackson

**The motion was approved.**

**g. T24-0138, Little v. Advent Properties**

**Member C. Oshinuga made a motion that the Board finds that the appellant has failed to demonstrate good cause for failing to file a timely response. However, the Board finds that jurisdiction is at issue; therefore, the Board remands this matter back for a hearing. At the hearing, the owner shall be limited to the provisions of Regulation 8.22.110(E), however, this provision shall not apply as it relates to issues of exemption/jurisdiction. At least seven days before the hearing, both sides are allowed to submit any written documents concerning exemption to RAP, along with the POS stating that they served these documents to the opposing party. Member D. Ingram seconded.**

The Board voted as follows:

**Aye:** C. Munoz Ramos, M. Cucullu Lim, D. Ingram, C. Oshinuga,  
R. Samati, K. Brodfuehrer  
**Nay:** None  
**Abstain:** C. Jackson

**The motion was approved.**

## **6. INFORMATION AND ANNOUNCEMENTS**

**a. None.**

## **7. NEW BOARD BUSINESS**

**a. Member Jackson would like to propose a new resolution within a couple months and will keep RAP staff updated.**

## **8. SCHEDULING AND REPORTS**

**a. None.**

## **9. OPEN FORUM**

**a. No speaker card was submitted.**

## **10.ADJOURNMENT**

- a.** Meeting adjourned at 8:35 pm.

## CHRONOLOGICAL CASE REPORT

Case No.: T24-0078

Case Name: Gonzalez Robles v. Iaccarino

Property Address: 2629 Pleasant St. Unit C Oakland, CA 94602

Parties: Owner- John Iaccarino  
Manager- Doraliz Guizar  
Tenant- Mariela Gonzalez Robles

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	June 5, 2024
Owner Response filed	August 9, 2024
Hearing Date	October 15, 2024
Hearing Decision mailed	December 12, 2024
Tenant Appeal filed	December 26, 2024



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

T24-0078 LM/re

**TENANT PETITION**

**RECEIVED**

JUN -5 2024

8/24

**Property Address:** 2629 PLEASANT ST  
**Case:** Petition: 16699  
**Date Filed:** 06-05-2024

**RENT ADJUSTMENT PROGRAM  
OAKLAND**

Party	Name	Address	Mailing Address
Manager	Doraliz Guizar DR. Real Estate, Inc	10209 MACARTHUR BLVD OAKLAND, CA 94605	10209 MACARTHUR BLVD OAKLAND, 94605 (510) 362-8700 DR.REALSTATE@YAHOO.COM
Owner	John Iaccarino	533 Airport blvd suite 400 BURLINGAME, CA 94010	533 Airport blvd suite 400 BURLINGAME, 94010 (650) 348-3400
Tenant	MARIELA SOFIA GONZALEZ ROBLES	2629 Pleasant Street c Oakland, CA 94602	(510) 479-5996 mg19772002@gmail.com

**Number of units on the property**

7

**Type of unit you rent**

Apartment, Room or Live-work

**Are you current on your rent?**

Yes

**If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)**

000010





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

**TENANT PETITION**

**Grounds for Petition**

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**For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. I (We) contest one or more rent increases on one or more of the following grounds:**

I received a rent increase above the allowable amount.

I received a rent increase and do not believe I should have to pay it because a government agency has cited my unit for serious health, safety, fire, or building code violations. (You must attach copy of citation to petition.)

The property owner is providing me with fewer housing services than I previously received and/or I am being charged for services originally paid for by the owner. (Check this box for petitions based on bad conditions/failure to repair.)

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.



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

**TENANT PETITION**

**Rental History**

<b>Date you moved into the Unit</b>	1/2/2008
<b>Initial Rent</b>	\$ 800.00 /month
<b>Current Rent</b>	\$ 955.40 /month
<b>Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?</b>	No
<b>When, if ever, did the property owner first provide you the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ('RAP Notice')?</b>	I first received the RAP Notice on 4/13/2024
<b>List the case numbers of any relevant prior Rent Adjustment case(s):</b>	

**000012**



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

**TENANT PETITION**

**List all rent increases that you want to challenge\*.**

<b>Date you received the notice</b>	04-12-2024
<b>Date increase goes into effect</b>	07-01-2024
<b>Monthly rent increase From</b>	\$ 955.40
<b>Monthly rent increase To</b>	\$ 1,027.00
<b>Did You Receive a Rent Program Notice With the Notice Of Increase?</b>	Yes

*\* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a RAP Notice with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)*

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

**000013**



**TENANT PETITION**

**Description of Decreased or Inadequate Housing Services**

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

**Loss of Service**

**Date Loss Began** 03-01-2022

**Date Owner Was Notified of Loss** 03-03-2022

**Estimated Loss**

**Reduced Service Description**

Building maintenance, when I moved to the property in 12/31/2008 there was a property manager there that used to come and do building maintenance.

**Loss of Service**

**Date Loss Began** 03-01-2022

**Date Owner Was Notified of Loss** 03-03-2022

**Estimated Loss** 500

**Reduced Service Description**

Pest control

**Loss of Service**

**Date Loss Began** 08-01-2023

**Date Owner Was Notified of Loss** 09-15-2023

**Estimated Loss** 300

**Reduced Service Description**

laundry room light not working, limited hours to wash clothes

**Loss of Service**

**Date Loss Began** 12-22-2023

**Date Owner Was Notified of Loss** 12-25-2023

**Estimated Loss** 100

**Reduced Service Description**

Garbage



**TENANT PETITION**

**Mediation**

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

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

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

**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.** Yes

**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



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

**TENANT PETITION**

***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.***

***Mariela Gonzalez***

***6/5/2024***

**Signature**

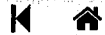
**Date**

**000016**

# Cent Adjustment Program

Utility, Debtors

Add Remove



Housing and  
Community  
Development

Case Management

Print/Oracle BI

Reports

Resources

Public Dashboard

Back Office

<input type="checkbox"/>	REDUCED SERVICE DESCRIPTION	ESTIMATED LOSS	NOTICE DATE	LOSS BEGAN ON DATE	DATE STAMP
<input type="checkbox"/>	laundry room light not working, limited hours to wash clothes	300	9-15- 2023	8-1- 2023	06-05- 2024
<input type="checkbox"/>	Garbage	100	12-25- 2023	12-22- 2023	06-05- 2024
<input type="checkbox"/>	Building maintenance, when I moved to the property in 12/31/2008 there was a property manager there that used to come and do building maintenance.	0	3-3- 2022	3-1- 2022	06-05- 2024
<input type="checkbox"/>	Pest control	500	3-3- 2022	3-1- 2022	06-05- 2024

4 records

## Proof of Service

Any Additional documents uploaded  
with the Petition ?

☐

Served Date

06-07-2024

Served Medium

United States mail.

Additional served documents

Date Proof of Service Submitted Online 06-05-2024

Save

NAME

ADDRESS

CITY

STATE

ZIP

☐ Add Record

000017

2

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 6/19/2024 (insert date served).

Mariana Gonzalez Robles  
PRINT YOUR NAME

[Signature]  
SIGNATURE

6/19/2024  
DATE



**Fwd: Laundry room light** ☆

**MARIELA SOFIA GONZALEZ ROBLES**

To sales4

2024-06-05 11:33 [Hide Detail](#)

From: MARIELA SOFIA GONZALEZ ROBLES <mg19772002@gmail.com>

To: sales4 <sales4@ngyusaac.com>

Time: Wednesday, June 5, 2024 (Wed) 11:33 🕒

Size: 5 KB

----- Forwarded message -----

From: **MARIELA SOFIA GONZALEZ ROBLES** <mg19772002@gmail.com>

Date: Fri, Sep 15, 2023 at 6:21 AM

Subject: Laundry room light

To: Doraliz Guizar <dr.realestate@yahoo.com>

Can you please have someone take a look , there use to be an automatic light that will turn on when it's dark but is not working, please have someone take a look at it as soon as possible, I don't want to fall down when doing my laundry .

Thanks!

**000019**

**Fwd: Garbage** ★

**MARIELA SOFIA GONZALEZ ROBLES**

To sales4

2024-06-05 11:39 Hide Detail

From: MARIELA SOFIA GONZALEZ ROBLES <mg19772002@gmail.com>

To: sales4 <sales4@ngyusaac.com>

Time: Wednesday, June 5, 2024 (Wed) 11:39 🔄

Size: 5 MB

----- Forwarded message -----

From: **MARIELA SOFIA GONZALEZ ROBLES** <mg19772002@gmail.com>

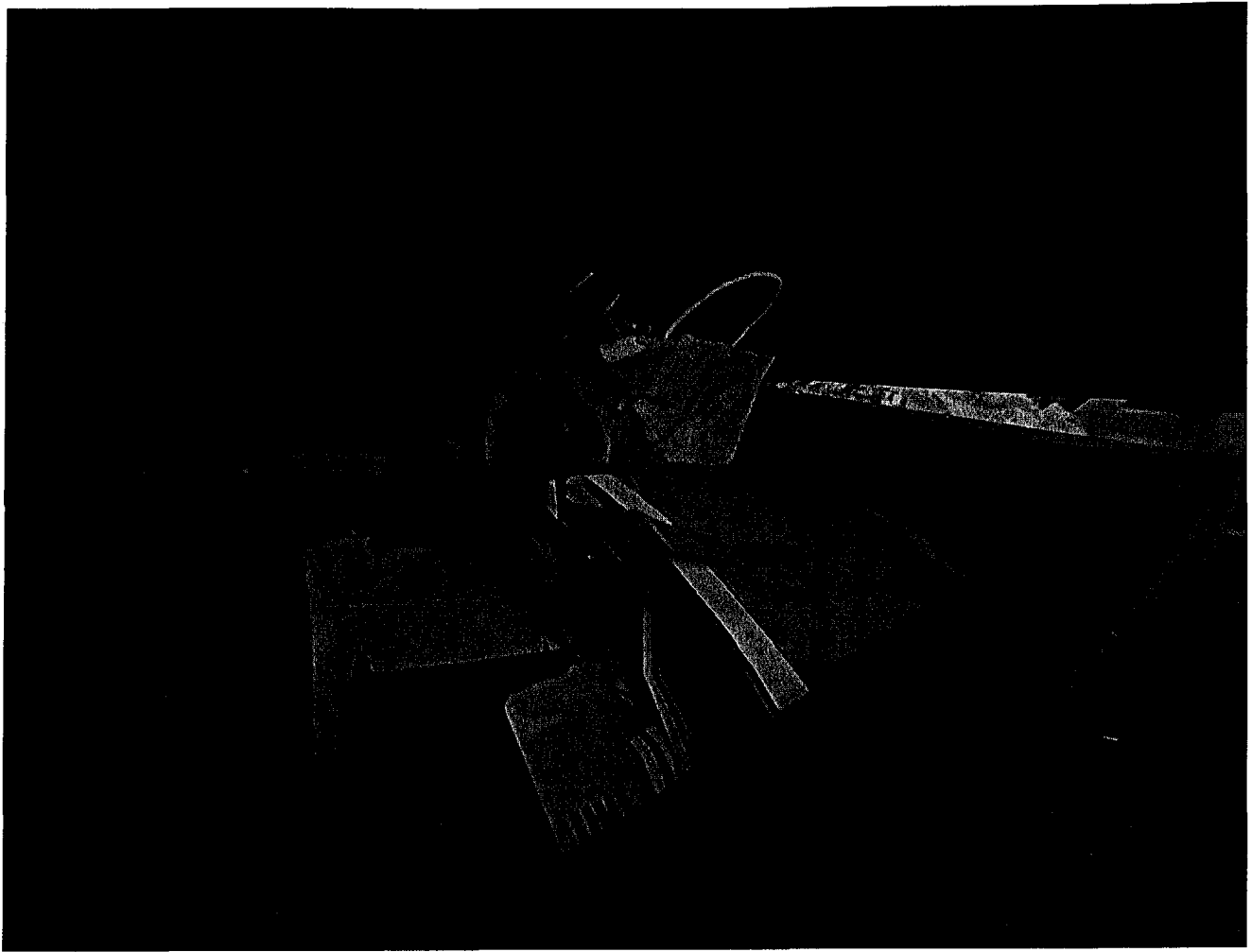
Date: Mon, Dec 25, 2023 at 6:23 PM

Subject: Garbage

To: Doraliz Guizar <dr.realestate@yahoo.com>



000020



000021



Hello!

See pictures above of the garbage, as of today Monday, there is no more room for garbage , I now in the past previous landlords has scheduled a extra pick up day , can you please take care of this , thanks!

The recycle also is about to be full

**Fwd: Roaches** ☆

**MARIELA SOFIA GONZALEZ ROBLES**

To sales4

2024-06-05 11:32 Hide Detail

From: MARIELA SOFIA GONZALEZ ROBLES <mg19772002@gmail.com>

To: sales4 <sales4@ngyusaac.com>

Time: Wednesday, June 5, 2024 (Wed) 11:32 ↻

Size: 5 MB

----- Forwarded message -----

From: **MARIELA SOFIA GONZALEZ ROBLES** <mg19772002@gmail.com>

Date: Fri, May 6, 2022 at 11:29 AM

Subject: Roaches

To: Doraliz Guizar <dr.realestate@yahoo.com>

**000023**



Please start treating the building for roaches! I found one in my apartment, lucky me I killed it, but now I am terrified

**000024**



**Fwd: 2629 pleasant st#c**


**MARIELA SOFIA GONZALEZ ROBLES**

To sales4

2024-06-05 11:32 Hide Detail

From: MARIELA SOFIA GONZALEZ ROBLES <mg19772002@gmail.com>

To: sales4 <sales4@ngyusaac.com>

Time: Wednesday, June 5, 2024 (Wed) 11:32 

Size: 8 KB

----- Forwarded message -----

From: **MARIELA SOFIA GONZALEZ ROBLES** <mg19772002@gmail.com>

Date: Mon, Feb 28, 2022 at 8:00 AM

Subject: 2629 pleasant st#c

To: dr.realestate@yahoo.com <dr.realestate@yahoo.com>

Hello!

My name is Mariela Gonzalez

I was not surprised to get the letter I just found on my door, I tried to reach AJ 2 weeks ago and my attempts were in vain, I hate to burn you with this but is important that you take care of the issues that AJ ignored for a long time

1. The maintenance of the building, the grass is growing, front and back., the city of Oakland send AJ a friendly letter asking him to take care of it and he ignored it.
2. The maintenance of the laundry room, so far Gabriela and I had been buying garbage bags and Clorox wipes to maintain the laundry room clean, I had been living here for a long time and the previous owners took care of the maintenance of the building on the regular basis, when AJ took over we had to call to ask him to take care of the maintenance , at the end we got tired of dealing with this issues and we end up going to the city of Oakland and only when the office of the city's attorneys got involved AJ took care of our needs.
3. Garbage was not picked up on Friday, the barrels are all full.
4. About 2 weeks ago I asked AJ for the rent ledger because my rent was paid until March 30th by a program for tenants struggling with money. I never received the ledger from him. I am hoping that he was decent enough to give you that information.
5. I have issues with my Plumbing in the bathroom and kitchen that need taken care of. There is also some other issues but I will type a letter to let you know what those are.

Thanks!

**000026**





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

## NOTICE TO PROPERTY OWNER OF TENANT PETITION

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

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

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

➤ **TO RESPOND:**

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

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

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

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



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

CASE NUMBER T - 24-0078

**PROPERTY OWNER RESPONSE  
TO TENANT PETITION**

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

<b>Rental Unit Information</b>			
<u>2629</u> Street Number	<u>Pleasant Street</u> Street Name	<u>C</u> Unit Number	Oakland, CA <u>94602</u> Zip Code
Is there more than one street address on the parcel? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, list all addresses: <u>2631 &amp; 2633</u>	
Type of unit(s) (check one): <input type="checkbox"/> Single family home <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Apartment, room, or live-work	Number of units on property: <u>8</u> Date acquired property: <u>2/25/2022</u>		
Case number(s) of any relevant prior Rent Adjustment case(s): _____			
<b>Tenant Information</b>			
Name of Tenant Petitioner(s): <u>Mariela Sofia Gonzalez Robles</u>			
Date tenant(s) moved into rental unit: <u>6/08/08</u>		Initial rent amount: \$ <u>800</u>	Is/are tenant(s) current on rent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Property Owner Information</b>			
<u>John</u> First Name		<u>Iaccarino</u> Last Name	
Company/LLC/LP (if applicable): _____			
Mailing address: <u>10209 MacArthur Blvd Oakland CA 94605</u>			
Primary Telephone: _____		Other Telephone: _____	Email: _____
<b>Property Owner Representative (Check one):</b> <input type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input checked="" type="checkbox"/> Non-attorney			
<u>Doraliz</u> First Name		<u>Reyes</u> Last Name	
<u>10209 MacArthur Blvd Oakland CA 94605</u> Mailing Address:		<u>Dr Real Estate Inc</u> Firm/Organization (if any)	
<u>510 302 8700</u> Phone Number:		<u>dr.realestate@yahoo.com</u> Email:	

## GENERAL FILING REQUIREMENTS

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

Requirement	Documentation
<input checked="" type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input checked="" type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	<p>Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below.</p> <p><input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>1/10/23</u>  <i>"If RAP Notice was first provided on or after September 21, 2016, RAP Notice must be provided in English, Spanish, and Chinese."</i></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>Evidence of registration for all affected cover units (check one of the following boxes)</p> <p><input checked="" type="checkbox"/> On <u>6/6/24</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 unit(s) are 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.B1.c.ii.</p>

## PROPERTY OWNER CLAIM OF EXEMPTION

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

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

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

## RESPONSE TO TENANT PETITION

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

A.

### Unlawful Rent Increase(s)

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

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

Date tenant given notice of rent increase:	Date rent increase went into effect:	Amount of increase:		Did you provide a RAP Notice with the notice of rent increase?		Reason for increase (CPI, banking, or other):
		FROM	TO	YES	NO	
(mm/dd/yy)	(mm/dd/yy)					
4/1/2024	7/1/24	\$ 955.40	\$ 1027.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Banking
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
12/18/20	2/1/21	\$ 930.28	\$ 955.40	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	

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

Tenant Petition Grounds	Owner Response
(A2) Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s).	Attach Please find increase notice & RAP form.
(A3) A government agency has cited the unit for serious health, safety, fire, or building code violations.	No such agency has the unit under investigation.

B.

### Decreased Housing Services

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

Tenant Petition Grounds	Owner Response
(B1) The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.	We increase garbage capacity in both waste and recycle.

(B2)	Tenant(s) is/are being unlawfully charged for utilities.	Tenant paying for pge & water only as per contract.
C.	Other	
	Complete this section if any of the grounds for the Tenant Petition fall under Category C on the Tenant Petition.	
Tenant Petition Grounds		Owner Response
(C1)	Rent was not reduced after a prior rent increase period for capital improvements.	NO capital improvement increase has been given.
(C2)	Owner exemption based on fraud or mistake.	Please be specific.
(C3)	Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080 (C)).	we had adused from RAP representative.



**OWNER VERIFICATION**

(Required)

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

John Daccarino  
Property Owner 1 Signature

8/9/2024  
Date

Property Owner 2 Signature

Date

**CONSENT TO ELECTRONIC SERVICE**

(Highly Recommended)

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

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

**MEDIATION PROGRAM**

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

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

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

John Daccarino  
Property Owner Signature

8/9/2024  
Date

**INTERPRETATION SERVICES**

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

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

- ☐ Spanish (Español)  
☐ Cantonese (廣東話)  
☐ Mandarin (普通話)  
☐ Other: \_\_\_\_\_

**-END OF RESPONSE-**



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 RESPONSE (PLUS ANY ATTACHMENTS) ON THE TENANT(S) PRIOR TO FILING YOUR RESPONSE WITH RAP.**

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

On the following date: 08/09/24 I served a copy of (check all that apply):

☒ **PROPERTY OWNER RESPONSE TO TENANT PETITION** plus 25 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	Mariela Sofia Gonzalez Robles
Address	2629 Pleasant Street Apt C
City, State, Zip	Oakland CA 94602

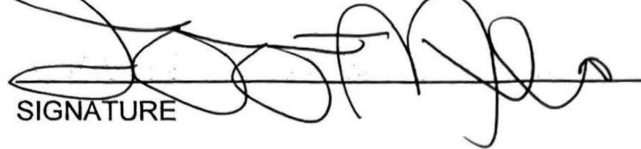
Name	
Address	

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

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

Doralis Reyes

PRINTED NAME



SIGNATURE

08/09/24  
DATE SIGNED



# IMPORTANT INFORMATION REGARDING FILING YOUR RESPONSE

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## TIME TO FILE YOUR RESPONSE

Your Property Owner Response form must be received by the Rent Adjustment Program within 35 days after the Tenant 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 TENANT(S)

You are required to serve a copy of your Property Owner Response form (plus any attachments) on the tenant or the tenant's representative and submit a PROOF OF SERVICE form together with your Response.

- (1) Serve a copy of your Response on the tenant(s) 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 tenant 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.

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

## 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

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<sup>1</sup> Note that certain documents are required to be submitted with the Response. See Response form for details.

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.

**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-a-tenant-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 Tenant 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**

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.

Reference Case T24-0078

To Whom It May Concern:

We have received the file complain via email on August 7<sup>th</sup>, 2024 from the Rap Hearing Unit. The original complain coming from the Tenant was never received via first class mail as the Proof of Service requires. However, we are doing the best possible to comply with the RAP program requirements and we are here responding tenant petition.

We will answer per number of complain.

1. This issue of the pest control was previously address on Case T22-0126 which Gonzalez agree to a settlement and to this claim not to be appeal or heard again. Nonetheless, I have received one complain for roaches from Mrs Gonzalez via email on May 9<sup>th</sup> 2022 of which she sent one picture of what seems to be a ¼" roach on a 6" plank of flooring. Terminix was contracted to fumigate inside her unit. The Inspector Joseph T Saddler was not able to find any signs of pest or eggs from roaches or any other pest. No fumigation was needed as he explain this are chemicals that should not be used unless roaches are present. He did install prevention traps as tenant insisted something to be done in her unit. No further request or proof of roaches infestation has been given by unit C or any unit. However, in a bi weekly manner our handyman comes and cleans all overgrown vegetation and treats for pest surrounding the area and the dumpsters.
  - Attachment 1; tenant complain
  - Attachment 12;proof of Terminix Pest Control Service.
  - Attachment 5: Handyman monthly contract
  - Exhibit 2 Case T22-0126 Settlement agreement
2. Laundry light stop working on or before September 15, 2023. We received a complain from Gonzalez via email at 6:21 AM of which a respond was given via email on 09/15/23 at 7:06 AM. The light bulb had burn out and a new one was install. The light fixture is a dusk to dawn type so it turns is off during daytime. The light fixture was never change only the light bulb was replaced, however Gonzalez claims we have change it. As a courtesy we advise all tenant to please leave the light on no matter if it was day time or night time. Additionally we posted a recommendation to used the laundry room during daytime as it can get dark in that section of the building. All tenants have their own key to enter at any time and use the machines. In any way did we limit the use of this laundry room. The time of use is a suggestion. We install a total of 3 different light bulbs until we found an exterior fog light that Gonzalez was satisfy with on April 30<sup>th</sup>.2024. No further complain was received.
  - Exhibit 3. Messages from Gonzalez and other tenants of the light bulbs
  - Exhibit 4. Sign of the laundry room to leave light on
  - Exhibit 5. Final light on the laundry room.

000037

3. Since February 2022 when the building was purchase by current Owner the following Capital Improvments have been completed. Please refer to case L24-0037, L24-0038 and L24-0039. A landlord request for Rent Increase base on capital improvements and all proof of expenses for the last year totaling more than \$40,000 in cost of repair and labor that has been completed on site. This major Building improvements include Roof, Sewer, Sidewalks, Storage, Gutter Cleaning, Roof Coating etc. Furthermore, just in Gonzalez unit there has been re-plumbing, wall repairs, drain clean outs, Sink replacements, etc. In the last two years there is a sum total of her unit requests cost of over \$7,000.  
-Attachment 8-9 Replumbing fee and permit.
4. On Sunday Janurary 21<sup>st</sup> 2024 8:52 AM I received a message/call from Gonzalez in reference to her locking her self out of the unit. Property under 16 units are not required to have on site manager. Handyman do not have copies of keys for tenants units. I advised her that I was in the shower and could be there on or before within a 2 hour window, she did not take this good. I told her I need to pick up keys in Pleasanton and she text me : I KNOW YOU LIVE IN LIVERMORE. I want to disclose that I do not in any way or form disclose to any of my clients or tenants my residence for the security of my self and family. It is concerning that someone can go as far a to research county records to find my home residence.  
Nonetheless, I advise Gonzalez I could be there as soon as I can pick up keys and drive all the way to Oakland on a Sunday Morning. I also, gave her the option of contacting a locksmith, which also give a window of 2 hours and charge \$150 fee. She was not please and advised me that she was going to "figure out". I still attempted to go but she said she had already able to go inside.  
-Exhibit 6. Pictures of conversation from Gonzalez from incident.
5. Garbage. This complain was also address in Case T22-0126 which Gonzalez agree to a settlement and to this claim not to be appeal or heard again. When the property was purchase there were 2 – 90 gal garbage bins and 2 Green bins. The new owner change to individual containers for each tenant. Gonzalez was not happy with this change so she complained (only tenants that did not like having its own containers did not received complains from any other tenant on site) on May 6<sup>th</sup> 2022 all individual containers were change for a 1 yard garbage, 2 yard recycle and 2 90 gal green waste bins. A howl company was hired to take in and out the containers. The property went from having 180 gallons of waste to 202 gal of waste. From no recyle containers to now 404 gallons of recycle. Waste Management suggest 20 gallon for waste, recycle and green for each unit, we are exceeding this amount by 42 gallon. In reference to the two attach examples Gonzalez has for garbage complains first one was on December 25<sup>th</sup> 2023 attach you will find my response to her email. We tried to accommodate to every complain. Please take in consideration that after 15 years of working in property management the week of thanks giving and Christmas is the weeks that the properties dispose of the highest amount of garbage. This is normal even in a single family household.

The second example is when we had to change the toilet on top of her unit was being replaced. The garbage containers at the property are used for tenants, maintenance and yard waste from the property. The materials were all taken out by the howl person on garbage day and take away by waste management.

-Attachment 1-4

-Exhibit 7

6. Before submitting the Rent Increase to Gonzalez we had a consultation with a RAP Representative via email and phone call. In which Mr Jimmy Paik advise that we could do banked increase as long as it did not exceed 3 times th current CPI which at that time was 2.5% which her increase was 7.5%. He also advise to submit her case for Capitol Improvement and if approved that increase could be given after 12 month period from the banked increased applied.

Exhibit 8. Emails and calls from RAP Agent.

I would like to include a previous time line that was used for Case T22-0126 where is break down from purchase to 8/18/22 on unit C. Also, it show that complain History that Gonzalez has done with the City of Oakland. This History of Complains starts when she moves in the property and with each Landlord she has had. There is a reoccurrence of complains that keep happening and it appears to repeat every time a rent increase is conducted. In our last Case T22-0126 RAP Agent Margarita Fa-Kaji did explain to Gonzalez that the banked rent increase could be done once the Memorandum had lifted. We have comply with all financial and Rental assistant programs she has applied for in any way we can. We understand the instability of job history and the on going complains and lawsuits with previous employers does make it difficult to maintain a steady income, but I think we have been patient and follow the rules that we have been given to approved for this rent increase.

Sincerely

  
Doraliz Reyes

DR Real Estate Inc



NEWS SERVICES DEPARTMENTS EVENTS OFFICIALS

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Account # 00245946  
JOHN ALBERT IACCARINO REVOCABLE TRUST

**Business License Online Renewal** Secure

PRINT THIS PAGE FOR YOUR RECORD

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

Submission Date 3/1/2024  
Confirmation # 595194

**Account Information**

Account # 00245946  
Expire Date 12/31/2024  
Name JOHN ALBERT IACCARINO REVOCABLE TRUST  
Address 2631 PLEASANT ST  
City OAKLAND  
Phone (510) 362-8700

**Summary**

	Input	Amount
<b>Tax Calculation</b>		
Current Year Business Tax - Residential/Non-Residential Rental	101,527	\$1,416.30
BT SE118G (AB1379)	1	\$4.00
BT Recordation and Transfer	1	\$5.00
Total # of Employees in 2023 (for Landlords - report only employees that work within Oakland)		\$0.00
<b>Rent Adjustment Program (RAP) Calculation - only use whole numbers below</b>		
a. Total # of units per Apartment/Condo/Single-Family Dwelling	6	\$606.00
Prior Balance		\$-92.72
Total Due		\$1,938.58
<b>Payment Information</b>		
Payment Amount		\$1,938.58

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**CITY OF OAKLAND  
BUSINESS TAX CERTIFICATE**

**ACCOUNT  
NUMBER**  
00245946

**DBA**

JOHN ALBERT IACCARINO REVOCABLE  
TRUST

**BUSINESS LOCATION**

2631 PLEASANT ST  
OAKLAND, CA 94602-2124

**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>



JOHN ALBERT IACCARINO REVOCABLE TRUST  
10209 MACARTHUR BLVD  
OAKLAND, CA 94605-5138

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!

000041

## Rent Registration Received for 2631 PLEASANT ST OAKLAND CA 94602 US

From: rapregistration@oaklandca.gov (rapregistration@oaklandca.gov)

To: dr.realestate@yahoo.com

Date: Thursday, June 6, 2024 at 08:58 PM PDT

### CITY OF OAKLAND Rent Adjustment Program



Re: 2631 PLEASANT ST OAKLAND CA 94602 US

APN: 028090000300

Dear John Iaccarino,

This is to acknowledge that the Rent Adjustment Program (RAP) has received your rent registration and/or claim of exemption, as codified in OMC 8.22.510, regarding the residential dwelling units located at 2631 PLEASANT ST OAKLAND CA 94602 US.

The number of units submitted to the Rent Registry differs from the number of units reflected by the Alameda County Assessor for the property. RAP staff will review the information you have submitted and contact you if more information is required. No 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 Monday through Thursday, from 9:30 a.m. – 4:30 p.m.

Sincerely,

Rent Adjustment Program

250 Frank H. Ogawa Plaza  
Suite 5313



December 18, 2020

\_\_\_\_\_  
Sign DATE

## Notice of Rent Increase

\_\_\_\_\_  
Sign DATE

Mariela Gonzalez  
2629 Pleasant Street, Unit C  
Oakland, CA 94602

Dear Ms. Gonzalez,

Please be notified that in accordance with the Civil Code Section 827, that 30 days after service upon you of this notice, or February 1, 2021, whichever is later, your tenancy at the above designated premises will be changed as follows:

The monthly rent due on the 1st day of each month will be increased from \$930.28 to \$955.40 in accordance with the City of Oakland Rent Adjustment Program. Below please find an itemized breakdown of the rent increase.

Current Rent	\$930.28
CPI Increase for July 1, 2020 – June 30, 2021 (2.7%)	\$25.12

<b>New Rent</b>	<b>\$955.40</b>
-----------------	-----------------

**"During the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic, your rent may not be increased in excess of the CPI Rent Adjustment (2.7% until June 30, 2021), unless required for the landlord to obtain a fair return. You may contact the Rent Adjustment Program at (510) 238-3721 for additional information and referrals."**

**We will apply/bank the July 1, 2019 – June 30, 2020 (3.5%) increase in a future year, provided the local emergency has been lifted.**

Best Regards,  
AJ Shah  
Owner, 2631 Pleasant



000043

## CITY OF OAKLAND



250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034  
Department of Housing and Community Development  
Rent Adjustment Program

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

### NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at:  
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner ☒ is ☐ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was \_\_\_\_\_.

#### TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on \_\_\_\_\_  
(Date) (Tenant's signature)

此份屋舍(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.

MARCH 12<sup>TH</sup> 2024  
NOTICE OF RENT INCREASE

Mariela Gonzalez  
2629 Pleasant Street, Unit C Oakland CA 94602

Dear Ms Gonzalez,

Please be notified that in accordance with the Civil Code Section 827, that 30 days after service upon you of this notice, or July 1<sup>st</sup> 2024 , whichever is later, your tenancy at the above designated premises will be changed as follows:

The monthly rent due on the 1st day of each month will be increased from \$955.40 to \$1027.06 in accordance with the Tenant Protection Act of 2019 (also known as Assembly Bill 1482) and City of Oakland Rent Adjustment Program. Below please find an itemized breakdown of the rent increase.

Current Rent	\$955.40
Banked CPI Increase for August 1, 2022 – July 31, 2023 (3%).	\$28.66
Banked CPI Increase for July 1, 2021 – June 30 2022. (1.9%)	\$18.15
Banked CPI Increase for July 1, 2019 – June 30, 2020 (3.5%)	\$33.43
 Total Amount of Banking	 \$80.24

[We will Bank CPI Increase for August 1 2023 – July 31 2024 (2.5%) and \$8.58 from this rent increase for future Increase to not exceed 7.5% allowable amount]

Best Regards,

DR Real Estate, Inc  
10209 MacArthur Blvd Oakland CA 94605

**000045**



WASTE MANAGEMENT

Attachment 1

\* Previous Owner

# INVOICE

Page 1 of 3

To view your Insert  
Click the link below:  
INSERT1

Customer ID:

Customer Name:

Service Period:

Invoice Date:

Invoice Number:

22-87066-93003

2631 PLEASANT LLC

JUNE SERVICE

06/01/2021

3513148-2216-1

## How To Contact Us

Visit **wm.com**

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



Customer Service:  
(510) 613-8710

## Your Payment Is Due

**Due Upon Receipt**

Pymt due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

## Your Total Due

**\$397.84**

Previous Balance

397.84

+

Payments

(397.84)

+

Adjustments

0.00

+

Current Invoice  
Charges

397.84

=

Total Account  
Balance Due

397.84

## IMPORTANT MESSAGES

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

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

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

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

Received 1 - 3 pages

Sign \_\_\_\_\_ DATE \_\_\_\_\_

Sign \_\_\_\_\_ DATE \_\_\_\_\_

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



WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID (Include with your payment)
06/01/2021	3513148-2216-1	22-87066-93003
Payment Terms	Total Due	Amount
Due Upon Receipt	\$397.84	

\*\*\* DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED \*\*\*  
Your credit card will be charged \$397.84.

2216000228706693003035131480000003978400000039784 5

I2216R29

2631 PLEASANT LLC  
248 3RD ST # 836  
OAKLAND CA 94607-4375

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

THINK GREEN:

000046

Printed on  
recycled paper

## DETAILS OF SERVICE

Details for Service Location:  
Shah, 2631 Pleasant Llc, 2631 Pleasant St, Oakland CA 94602-2124

Customer ID: 22-87066-93003

Description	Date	Ticket	Quantity	Amount
Available Bulky Yards Per	06/01/21		12.00	0.00
96 Gallon Toter Per Unit	06/01/21		2.00	271.84
64 Gallon Cart Service - Organics	06/01/21		2.00	0.00
Monthly Recycle Per Unit	06/01/21		8.00	126.00
Total Current Charges				397.84

Attachment 1

## 5 EASY WAYS TO PAY



**Automatic Payment**  
Set up recurring payments with us at  
wm.com/myaccount.



**Pay Through Your Financial Institution**  
Make a payment from your financial institution using  
your Customer ID.



**One-Time Payment**  
At your desk or on the go, use wm.com or our WM  
mobile app for a quick and easy payment.



**Pay by Phone**  
Payable 24/7 using our automated system at  
866-964-2729.



**Mail It**  
Write it, stuff it, stamp it, mail it. Envelope provided.

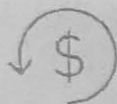
## HOW TO READ YOUR INVOICE

How To Contact Us	Your Payment Is Due	Your Total Due																														
<b>Visit wm.com</b> To set up your online profile, sign up for payments today, manage your account, view notices, schedule, pay your bill or schedule a pickup. Customer Service (866) 964-2729	<b>August 19, 2017</b>  If full payment of the amount due is not received by the invoice due date, you will be charged a monthly late charge of 1.5% of the unpaid amount, with a maximum charge of \$5.00 or such lesser late charge allowed under applicable law, regulation or contract.	<b>\$124.73</b>  If payment is received after 08/19/2017 \$126.60 See invoice for important messages.																														
Balance: 7.12 Payments: (97.12) Adjustments: 0.00 Current Charges: 124.73 <b>Total Due: 124.73</b>																																
Details for Service Location 311 Jackson Street, Stockton CA 95205 Customer ID: 2-87290-00885 PO Numbers: 45693																																
<table border="1"> <thead> <tr> <th>Description</th> <th>Date</th> <th>Ticket</th> <th>Quantity</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>96 Toter</td> <td>07/01/17</td> <td></td> <td>1.00</td> <td>90.00</td> </tr> <tr> <td>96 Toter Recycle</td> <td>07/01/17</td> <td></td> <td>1.00</td> <td>0.00</td> </tr> <tr> <td>64 Gallon Cart Service</td> <td>07/01/17</td> <td>5934</td> <td>1.00</td> <td>11.50</td> </tr> <tr> <td>Recycle/Commercial Charge</td> <td></td> <td></td> <td></td> <td>19.73</td> </tr> <tr> <td><b>Total Current Charges</b></td> <td></td> <td></td> <td></td> <td><b>124.73</b></td> </tr> </tbody> </table>	Description	Date	Ticket	Quantity	Amount	96 Toter	07/01/17		1.00	90.00	96 Toter Recycle	07/01/17		1.00	0.00	64 Gallon Cart Service	07/01/17	5934	1.00	11.50	Recycle/Commercial Charge				19.73	<b>Total Current Charges</b>				<b>124.73</b>		
Description	Date	Ticket	Quantity	Amount																												
96 Toter	07/01/17		1.00	90.00																												
96 Toter Recycle	07/01/17		1.00	0.00																												
64 Gallon Cart Service	07/01/17	5934	1.00	11.50																												
Recycle/Commercial Charge				19.73																												
<b>Total Current Charges</b>				<b>124.73</b>																												

States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.

Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.

Service location details the total current charges of this invoice.



## Automatic Payments

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

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

## CHECK HERE TO CHANGE CONTACT INFO

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

Address 1

Address 2

City

State

Zip

Email

Date Valid

## CHECK HERE TO SIGN UP FOR AUTOMATIC PAYMENT ENROLLMENT

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

Email Address

Date

Bank Account Holder Signature

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

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

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

000047





# INVOICE

Page 1 of 3

To view your Insert  
Click the link below:  
**INSERT1**

**Customer ID:**

**26-10139-43000**

**Customer Name:**

**JOHN IACCARINO**

**Service Period:**

**MAY SERVICE**

**Invoice Date:**

**05/01/2022**

**Invoice Number:**

**4000894-2216-8**

Attachment 2

**How To Contact Us**

Visit **wm.com**

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



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

**Your Payment Is Due**

**Due Upon Receipt**

Pymt due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$358.00**

Previous Balance	Payments	Adjustments	Current Invoice Charges	Total Account Balance Due
741.57	(741.57)	0.00	358.00	358.00

## IMPORTANT MESSAGES

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

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

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

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



WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID (Include with your payment)
05/01/2022	4000894-2216-8	26-10139-43000
Payment Terms	Total Due	Amount
Due Upon Receipt	\$358.00	

2216000261013943000040008940000003580000000035800-1

I2216R94

JOHN IACCARINO  
10209 MACARTHUR BLVD  
OAKLAND CA 94605-5138

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

THINK GREEN:

000048

Printed on

# INVOICE

Page 2 of 3

<b>Details for Service Location:</b> Iaccarino, John, 2631 Pleasant St, Oakland CA 94602-2124		<b>Customer ID:</b> 26-10139-43000		
Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	05/01/22		32.00	0.00
20 Gallon Toter Per	05/01/22		8.00	228.88
Available Bulky Yards Per	05/01/22		28.00	0.00
20 Gallon Toter - Organics	05/01/22		8.00	0.00
Monthly Recycle Per Unit	05/01/22		8.00	129.12
<b>Total Current Charges</b>				<b>358.00</b>

A Attachment 2

## 5 EASY WAYS TO PAY

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

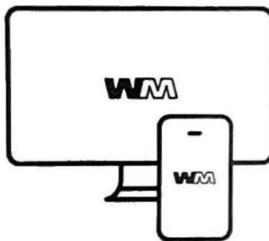
## HOW TO READ YOUR INVOICE

<b>How To Contact Us</b> Visit <a href="http://wm.com">wm.com</a> To get up your online profile, sign up for automatic billing, manage your account, view holidays & holidays, pay your bill or schedule a pick up. Customer Service (866) 964-2729	<b>Your Payment Is Due</b> <b>August 19, 2017</b> If all payments of the current amount is not received by the invoice due date, you will be charged a monthly late charge of 2 1/2% of the current amount, with a maximum charge of \$1.00, or such lesser late charge allowed under applicable law, regulation or contract.	<b>Your Total Due</b> <b>\$124.73</b> If payment is received after 08/19/2017 <b>\$128.60</b> See invoice for important messages.																														
<table border="1"> <tr> <th>Balance</th> <th>Payments</th> <th>Adjustments</th> <th>Current Charges</th> <th>Total Due</th> </tr> <tr> <td>124.73</td> <td>(0.00)</td> <td>0.00</td> <td>124.73</td> <td>124.73</td> </tr> </table>			Balance	Payments	Adjustments	Current Charges	Total Due	124.73	(0.00)	0.00	124.73	124.73																				
Balance	Payments	Adjustments	Current Charges	Total Due																												
124.73	(0.00)	0.00	124.73	124.73																												
<b>Details for Service Location:</b> 311 Jackson Street, San Francisco, CA 94101 Customer ID: 2-82290-06881 PO Number: 45691																																
<table border="1"> <tr> <th>Description</th> <th>Date</th> <th>Ticket</th> <th>Quantity</th> <th>Amount</th> </tr> <tr> <td>05/01/22</td> <td></td> <td></td> <td>1.00</td> <td>90.00</td> </tr> <tr> <td>05/01/22</td> <td></td> <td></td> <td>1.00</td> <td>0.00</td> </tr> <tr> <td>05/01/22</td> <td></td> <td>5934</td> <td>1.00</td> <td>19.00</td> </tr> <tr> <td>05/01/22</td> <td></td> <td></td> <td>1.00</td> <td>19.73</td> </tr> <tr> <td colspan="4"><b>Total Current Charges</b></td> <td><b>124.73</b></td> </tr> </table>			Description	Date	Ticket	Quantity	Amount	05/01/22			1.00	90.00	05/01/22			1.00	0.00	05/01/22		5934	1.00	19.00	05/01/22			1.00	19.73	<b>Total Current Charges</b>				<b>124.73</b>
Description	Date	Ticket	Quantity	Amount																												
05/01/22			1.00	90.00																												
05/01/22			1.00	0.00																												
05/01/22		5934	1.00	19.00																												
05/01/22			1.00	19.73																												
<b>Total Current Charges</b>				<b>124.73</b>																												

States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.

Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.

Service location details the total current charges of this invoice.



## Get More with My WM

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



Scan the QR code to get started today!

<input type="checkbox"/> <b>Check Here to Change Contact Info</b> List your new billing information below. For a change of service address, please contact WM.		<input type="checkbox"/> <b>Check Here to Sign Up for Automatic Payment Enrollment</b> If I enroll in Automatic Payment services, I authorize WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM at <a href="http://wm.com">wm.com</a> or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one or your invoice reflects that your payment will be deducted.	
Address 1		Email	
Address 2		Date	
City		Bank Account	
State		Holder Signature	
Zip			
Email			
Date Valid			

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

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

Please send all bankruptcy correspondence to [RMCbankruptcy@wm.com](mailto:RMCbankruptcy@wm.com) or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (This language is in compliance with 11 U.S.C. § 340(f)(2)(B)).

000049

2



# INVOICE

Attachment 3

To view your Insert  
Click the link below:  
INSERT1

**Customer ID:** 26-10139-43000  
**Customer Name:** JOHN IACCARINO  
**Service Period:** JUNE SERVICE  
**Invoice Date:** 06/01/2022  
**Invoice Number:** 4026440-2216-0

**How To Contact Us**

Visit **wm.com**

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

Customer Service:  
(510) 613-8710

**Your Payment is Due**

**Due Upon Receipt**

Pytm due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

**Your Total Due**

**\$458.51**

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
358.00		(358.00)		0.00		458.51		458.51

**IMPORTANT MESSAGES**

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

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

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

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

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

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

Invoice Date	Invoice Number	Customer ID (Include with your payment)
06/01/2022	4026440-2216-0	26-10139-43000
Payment Terms	Total Due	Amount
Due Upon Receipt	\$458.51	

221600026101394300004026440000000045851000000045851 1

12216R01

JOHN IACCARINO  
10209 MACARTHUR BLVD  
OAKLAND CA 94605-5138

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

THINK GREEN®

000050

Printed on  
Recycled paper



**Details for Service Location:**  
Iaccarino, John, 2631 Pleasant St, Oakland CA 94602-2124

**Customer ID:** 26-10139-43000

Description	Date	Ticket	Quantity	Amount
Billing Debit FRM 8-ATP TO 1-1MP	05/06/22	922733	1.00	45.85
<b>Ticket Total</b>				<b>45.85</b>
AVAILABLE BULKY DAVIS ST XFR	06/01/22		32.00	0.00
Available Bulky Yards Per	06/01/22		28.00	0.00
96 Gallon Cart Service - Organics	06/01/22		2.00	0.00
Monthly Recycle Per Unit	06/01/22		8.00	129.12
1 Yard Container Multi-Family	06/01/22		1.00	283.54

### 5 EASY WAYS TO PAY



**Automatic Payment**  
Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).



**Pay Through Your Financial Institution**  
Make a payment from your financial institution using your Customer ID.



**One-Time Payment**  
At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.






**Pay by Phone**  
Payable 24/7 using our automated system at 866-964-2729.



**Mail It**  
Write it, stuff it, stamp it, mail it. Envelope provided.

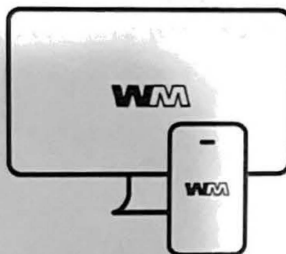
### HOW TO READ YOUR INVOICE

<h3>How To Contact Us</h3> <p>Visit <b>wm.com</b></p> <p>To set up your online profile, sign up for paperless billing, manage your account, view holiday schedules, pay your bill or to schedule a pickup.</p> <div></div> <p>Customer Service (888) 909-4456</p>	<h3>Your Payment is Due</h3> <p><b>August 19, 2017</b></p> <p>If full payment of the invoice amount is not received by the due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, with a maximum charge of \$15.00 or such lesser late charge allowed under applicable law, regulation or contract.</p>	<h3>Your Total Due</h3> <p><b>\$124.73</b></p> <p>If payment is received after 08/19/2017 <b>\$126.60</b></p> <p>See reverse for important messages.</p>																														
<table><tr><td><b>Balance</b></td><td><b>Payments</b></td><td><b>Adjustment</b></td><td><b>Current Charges</b></td><td><b>Total Due</b></td></tr><tr><td>71.2</td><td>(97.12)</td><td>0.00</td><td>124.73</td><td>124.73</td></tr></table>			<b>Balance</b>	<b>Payments</b>	<b>Adjustment</b>	<b>Current Charges</b>	<b>Total Due</b>	71.2	(97.12)	0.00	124.73	124.73																				
<b>Balance</b>	<b>Payments</b>	<b>Adjustment</b>	<b>Current Charges</b>	<b>Total Due</b>																												
71.2	(97.12)	0.00	124.73	124.73																												
<p>Details for Service Location 311 Jackson Street, Stockton CA 95203</p> <p>Customer ID: 2-81295-00885 PO Number: 45693</p>																																
<table><thead><tr><th>Description</th><th>Date</th><th>Ticket</th><th>Quantity</th><th>Amount</th></tr></thead><tbody><tr><td>96" Spin</td><td>07/01/17</td><td></td><td>1.00</td><td>90.00</td></tr><tr><td>96" Top Recycle</td><td>07/01/17</td><td></td><td>1.00</td><td>0.00</td></tr><tr><td>Envi- up Service</td><td>07/01/17</td><td>9934</td><td>1.00</td><td>15.00</td></tr><tr><td>Fuel/Incentive Charge</td><td></td><td></td><td></td><td>19.73</td></tr><tr><td colspan="4"></td><td><b>124.73</b></td></tr></tbody></table>			Description	Date	Ticket	Quantity	Amount	96" Spin	07/01/17		1.00	90.00	96" Top Recycle	07/01/17		1.00	0.00	Envi- up Service	07/01/17	9934	1.00	15.00	Fuel/Incentive Charge				19.73					<b>124.73</b>
Description	Date	Ticket	Quantity	Amount																												
96" Spin	07/01/17		1.00	90.00																												
96" Top Recycle	07/01/17		1.00	0.00																												
Envi- up Service	07/01/17	9934	1.00	15.00																												
Fuel/Incentive Charge				19.73																												
				<b>124.73</b>																												

States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.

Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.

Service location details the total current charges of this invoice.



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#### ☐ Check Here to Change Contact Info

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

Address 1

Address 2

City

State

Zip

Email

Date Valid

#### ☐ Check Here to Sign Up for Automatic Payment Enrollment

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

Email

Date

Bank Account

Holder Signature

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

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

Please send all bankruptcy correspondence to [RMCbankruptcy@wm.com](mailto:RMCbankruptcy@wm.com) or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 306 of the Bankruptcy Code)

000051

Attachment 4

①

### EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT dated this Friday 6<sup>th</sup> day of May, 2022

BETWEEN: DR Real Estate Inc, of 10209 MacArthur Blvd Oakland CA 94605 (Employer)

**-AND-**

Ramon Gutierrez of 10065 Byron Ave Oakland CA 94605 (Employee)

#### Commencement Date and Term

1. The Employee will commence employment with Employer on the 6<sup>th</sup> day of May, 2022 (the "Commencement Date").
2. Termination upon request by either party with 30 day notice.

#### Job Title and Description

1. Every Thursday afternoon <after 5 pm> all 4 containers (1 garbage, 1 recycle and 2 green waste) to be moved from back of the complex and into the sidewalk for garbage pick up on Friday Morning.
2. Every Friday Afternoon <after 5 pm> all 4 containers (1 garbage, 1 recycle and 2 green waste) to be moved from the sidewalk back to the end of the driveway to its assign area.

#### Employment Compensation

1. Compensation paid to the Employee for the service rendered by the Employee as required by this Agreement (the "Compensation") will include a monthly salary of \$100.00
2. Any further handyman work requested by the Employer will be for an additional price set by the Employee. Cost for work to be agreed on in advance to commencement of any work.

#### Place of Work

1. The Employee primary place of work will be at the following location:  
-2629 Pleasant St, Oakland CA 94502, USA.

**000052**

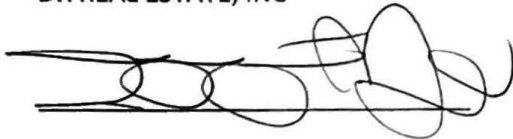
Severability

1. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
2. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this agreement.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this Friday, 6<sup>th</sup> day of May, 2022.

**EMPLOYER:**

DR REAL ESTATE, INC



**EMPLOYEE:**

Ramon Gutierrez  
Ramon Gutierrez

(3)

DR REAL ESTATE INC  
10209 MACARTHUR BLVD  
OAKLAND, CA 94605-5138

170  
90-78/1211

7/5/22

DATE

PAY TO THE  
ORDER OF

Ramon Gutierrez \$ 200.-  
Two Hundred <sup>00</sup>/<sub>100</sub>

DOLLARS



Photo  
Safe  
Deposit  
Details on back



BANK OF THE WEST  
BNP PARIBAS

FOR

Garbage Pleasanton <sup>July</sup> ~~May~~ - June

⑆ 121100782⑆ 058049156⑈ 00170

Handwritten Check

ENDORSE HERE  
Ramon Gutierrez  
510-491-8121

000054

Attachment 5

①

### EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT dated this 28<sup>th</sup> day of February 2022

BETWEEN: DR Real Estate Inc, of 10209 MacArthur Blvd Oakland CA 94605 (Employer)

**-AND-**

MIGUEL VILLALPANDO of 531 Smalley Ave, Hayward CA 94541  
(Employee)

#### Commencement Date and Term

1. The Employee will commence employment with Employer on the 1<sup>st</sup> day of March, 2022 (the "Commencement Date").
2. Termination upon request by either party with 30 day notice.

#### Job Title and Description

1. The Employer agrees to employ the Employee as a Gardner/Cleaning for 1 hour per week. The Employee will be expected to perform the following Job duties:
  - Blowing out drive way and Gardening front Building.
  - Cleaning common area/laundry room, empty out garbage and recycle containers in laundry room.
  - Gardening and maintenance of Back of Building.

#### Employment Compensation

1. Compensation paid to the Employee for the service rendered by the Employee as required by this Agreement (the "Compensation") will include a monthly salary of \$110.00
2. An initial startup fee of \$250 to be paid to Employee for the March 2022 by Employer to complete a base clean up.

#### Place of Work

1. The Employee primary place of work will be at the following location:
  - 2629 Pleasant St, Oakland CA 94602, USA.

**000055**

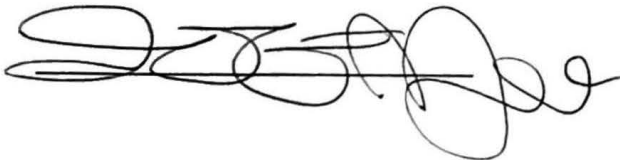
Severability

1. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
2. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this agreement.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 28<sup>th</sup> day of February 2022.

**EMPLOYER:**

DR REAL ESTATE, INC



**EMPLOYEE:**

  
Miguel Villalpando

3



Date \_\_\_\_\_

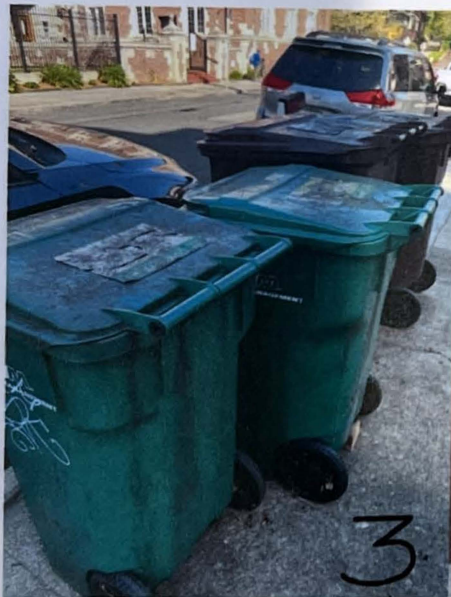
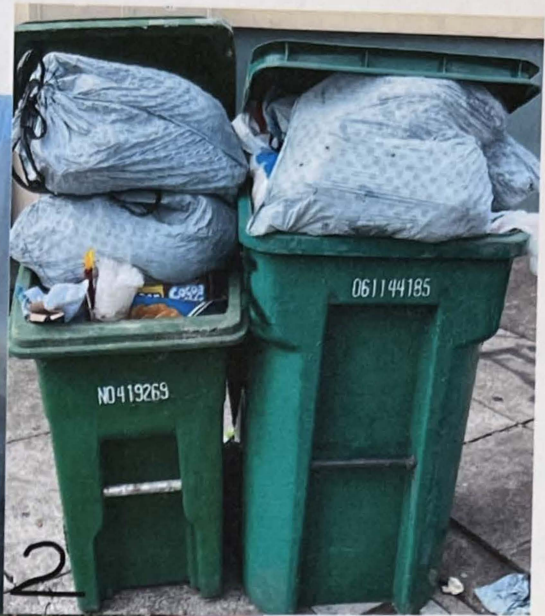
Due Date \_\_\_\_\_

Detach and mail with your check. Your canceled check is your receipt.

Description	Charges
Pleasant - March 2022	\$ 250.00
Thank You	Total \$ 250.00



# Attachment 4





Attachment 6

27



3320 FRUITVALE AVE  
OAKLAND, CA 94602  
510.530.3156

REG#06 TRN#2754 CSHR#2171820 STR#9226

Helped by: Eric

ExtraCare Card #: \*\*\*\*\*0858

→ 1 HFTY ULT TK CB G 40CT 7.49T  
ORIGINAL PRICE 10.79  
7.49 EACH 3.30 -

→ 1 TH DSFN WIPES FRSH 75CT 6.49T

2 ITEMS

Survey ID #

2568 4255 3956 916 27

SUBTOTAL 13.98  
CA 10.25% TAX 1.43  
TOTAL 15.41  
DEBIT 15.41

\*\*\*\*\*4168 CH

BOW DEBIT CARD \*\*\*\*\*4168  
APPROVED# 096520 REF# 067545  
TRAN TYPE: SALE AID: A0000000042203  
TC: 4FA41048DF83DF52 TERMINAL# 84765180  
PIN VERIFIED ONLINE CVM: 420300  
TVR(95): 0000048000 TSI(9B): E800

CHANGE .00



3509 2262 1022 7540 62  
Returns with receipt, subject to  
CVS Return Policy, thru 06/11/2022  
Refund amount is based on price  
after all coupons and discounts.

APRIL 12, 2022

12:58 PM

000059



LOVE'S HOME CENTERS, LLC  
4255 FIRST STREET  
LIVERMORE, CA 94551 (925) 245-2440

- SALE -

SALES#: FSTLAN03 13 TRANS#: 40942511 08-19-22

355228 KIT KAT 1.50-OZ	4.36
2 @ 2.18	
67230 THRESHLD FLAT TOP 36IN CH	9.78
1314409 SCH ENCODE SN WIFI DBLT C	269.00
986235 FA BASIC BATTERY CO ALARM	21.98
1262890 KW SN COMBO SBL COVE	73.56
2 @ 36.78	
3733924 OX 200Z SF STEEL HAMMER	24.98
797885 12-2 MOD ASSEMBLY MC CABL	14.28
74216 HANDY BOX 2-1/8-IN DEEP 1	3.68
70971 SWITCH BOX 1-IN DEEP BRAC	4.28
70955 HANDY BOX COVER DUPLEX RE	1.78
19847 HANDY BOX COVER SINGLE RE	1.98
252984 COMBINATION DOOR STRIKE	9.99
3725301 SN FIX A LATCH MIXED 2 PC	18.98
797886 12-2 MOD ASSEMBLY MC CABL	24.61
94432 ETN BR 1 POLE 15A BREAKER	6.98
1051262 BSH LBHX 3/8-IN X 6-IN BI	7.98
1051254 BSH LBHX 1/8-IN X 3-IN BI	4.48
48558 ID WIRETWIST CONN ASSORTE	3.48
227705 80-CT LYSOL WIPES CITRUS	5.98
1614007 ETN 15A 125V TR CONN RECE	6.98
70627 ETN 20A-125V TR SINGLE RE	5.98
907176 CHECKOUT BAG FEE	0.10

SUBTOTAL: 525.20

TAX: 53.38

INVOICE 40785 TOTAL: 578.58

DEBIT: 578.58

DEBIT: XXXXXXXXXXXX4168 AMOUNT:578.58 AUTHCD: 257053

CHIP REFID:115040048489 08/19/22 13:55:11

\*PIN Verified

TRACE: 00901621

PURCHASE	CASH BACK	TOTAL DEBIT
578.58	0.00	578.58

APL: US Debit TVR: 0000048000

000060

HOME MAIL NEWS FINANCE SPORTS ENTERTAINMENT LIFE SEARCH SHOPPING YAHOO! Upgrade Now

Advanced ▾



Doraliz

Home

Compose

Back
 
 Archive
 Move
 Delete
 Spam
 ...

The recycle also is about to be full

Inbox 13

Unread

Starred

Drafts 10

Sent

Archive

Spam

Trash

^ Less

Views Show

Folders Hide

+ New Folder

105th

133rd

15th

166th

3rd St

Agent Exp

▼ Buyers

Norberta

Byron

Clara

Doraliz Home

DR RE

El Toro

Forestville

Harbour

JoAnn

Pegan Comm

Pleasant

Taxes Personal

University

Upland

**Doraliz Guizar**

dr.realestate@yahoo.com

MARIELA SOFIA GONZALEZ ROBLES



We have contact waste management for a request of an additional pick up. Monday was a legal holiday and the pick up schedule from Monday was push to Tuesday and so on. They will try to make an additional pick up if they are able to catch up. They did advise that if you do have over flow you could leave the garbage next to the containers and they will service it on the normal day. I have advised the howl person to take out any additional bags on Thursday night.

Sincerely

Doraliz Reyes, Broker  
Lic#01894624  
Cell (510)362-8700

On Dec 25, 2023, at 6:23 PM, MARIELA SOFIA GONZALEZ ROBLES  
<mg19772002@gmail.com> wrote:

<image\_123650291.JPG>  
<image\_123650291.JPG>  
<image\_123650291.JPG>  
Hello!



See pictures above of the garbage, as of today Monday, there is no more room for garbage , I now in the past previous landlords has scheduled a extra pick up day , can you please take care of this , thanks!  
The recycle also is about to be full

...

pg 2 of 2

HOME MAIL NEWS FINANCE SPORTS ENTERTAINMENT LIFE SEARCH SHOPPING YAHOO! MAIL Upgrade Now

Advanced ▾



Doraliz

Home

Compose

Inbox 13  
Unread  
Starred  
Drafts 10  
Sent  
Archive  
Spam  
Trash  
^ Less  
Views Show  
Folders Hide  
+ New Folder  
105th  
133rd  
15th  
166th  
3rd St  
Agent Exp  
v Buyers  
Norberta  
Byron  
Clara  
Doraliz Home  
DR RE  
El Toro  
Forestville  
Harbour  
JoAnn  
Pegan Comm  
Pleasant  
Taxes Personal  
University  
Upland

This photos were taken after your crew just left this morning 2



MARIELA SOFIA GONZALEZ ROBLES



Doraliz Guizar

dr.realestate@yahoo.com

MARIELA SOFIA GONZALEZ ROBLES

Mariela, the dumpster are paid by the owner, by Oakland Law owner is allowed to used them. The required amount of garbage container per Waste Management for Multiunit is 20 gal per unit, that is a total of 160 gal, the cubic yard is 201.94 gal, which is over the required amount plus we have an empty unit. Recycling dumpster is 2 CUBIT YARDS, almost 3 times the required amount. The workers are cleaning up everything and stop working early today because it's a Sunday and they will like to spend time with their family like the rest of us. They will be back yo finish painting this week.

Pictures were take by the crew showing enough space to use for the next 3 days. All working material will be removed from premises once work is completed, they are not in your way. We have notify all tenant of the work, everyone has been more than polite and understanding about the work, except you.

We are not denying the use of the container, they are there for use of the property including tenants, maintenance and yard work.

Have a nice rest of your day.

Doraliz Reyes, Broker  
Lic#01894624  
Cell (510)362-8700

> <IMG\_9105.JPG>  
> <IMG\_9100.PNG>  
> <IMG\_9106.JPG>  
> <IMG\_9103.JPG>  
> <IMG\_9104.JPG>  
> <IMG\_9102.JPG>  
> <IMG\_9101.JPG>



Reply Reply All Forward



000062

---

**Roaches**

2 messages

---

**MARIELA SOFIA GONZALEZ ROBLES** <mg19772002@gmail.com>

Mon, May 9, 2022 at 10:06 AM

To: Doraliz Guizar &lt;dr.realestate@yahoo.com&gt;

Please let me know if you are planning to send some one to spray the building and Units for roaches, this is an habitability issue and if you don't do anything about it I will because roaches reproduce very fast

Thank you!

---

**Doraliz Guizar** <dr.realestate@yahoo.com>

Mon, May 9, 2022 at 11:43 AM

To: MARIELA SOFIA GONZALEZ ROBLES &lt;mg19772002@gmail.com&gt;

We have contacted Terminex, I am waiting for an appointment so I can notify all tenants.

Doraliz Reyes, Broker

Lic#01894624

Cell (510)362-8700

> On May 9, 2022, at 10:06 AM, MARIELA SOFIA GONZALEZ ROBLES <mg19772002@gmail.com> wrote:

>

> Please let me know if you are planning to send some one to spray the building and Units for roaches, this is an habitability issue and if you don't do anything about it I will because roaches reproduce very fast

> Thank you!





000064

Please start treating the building for roaches! I found one in my apartment, lucky me I killed it, but now I am terrified



WASTE MANAGEMENT

Attachment 1

\* Previous Owner.

## INVOICE

Page 1 of 3

To view your Insert  
Click the link below:  
INSERT1

## Customer ID:

Customer Name:

Service Period:

Invoice Date:

Invoice Number:

22-87066-93003

2631 PLEASANT LLC

JUNE SERVICE

06/01/2021

3513148-2216-1

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statements, manage your account, view holiday schedules,  
pay your invoice or schedule a pickupCustomer Service:  
(510) 613-8710

## Your Payment Is Due

Due Upon Receipt

Pymt due upon receipt of invoice & delinquent 30  
days later. Delinquent invoices are subject to  
monthly late charges of a minimum of \$5.00 up  
to 1.5% of the invoice amount, and are subject to  
property assessment, and a City subscription  
charge. See NOTICE on last page of invoice for  
details.

## Your Total Due

**\$397.84**

## Previous Balance

397.84

+

## Payments

(397.84)

+

## Adjustments

0.00

+

Current Invoice  
Charges

397.84

=

Total Account  
Balance Due**397.84**

## IMPORTANT MESSAGES

Notice to California Residents: We collect personal information in conjunction with accounts and processing of payments. You have certain rights regarding your personal information under California law. To learn more about your rights, visit [wm.com/privacy](http://wm.com/privacy) or call us at 1-855-782-6445.The WM office is temporarily closed for the safety of employees from COVID-19. For more information, please visit [wm.com/alerts](http://wm.com/alerts).

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

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

Received 1 - 3 pages

Sign

DATE

Sign

DATE



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



WASTE MANAGEMENT

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

## Invoice Date

06/01/2021

## Invoice Number

3513148-2216-1

Customer ID  
(Include with your payment)

22-87066-93003

## Payment Terms

Due Upon Receipt

## Total Due

\$397.84

## Amount

\*\*\* DO NOT PAY-AUTOMATIC PAYMENT WILL BE PROCESSED \*\*\*

Your credit card will be charged \$397.84.

2216000228706693003035131480000003978400000039784 5

I2216R29

2631 PLEASANT LLC  
248 3RD ST # 836  
OAKLAND CA 94607-4375Remit To: WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 541008  
LOS ANGELES, CA 90054-1008

THINK GREEN®

Printed on  
recycled paper

000065

ALAMEDA COUNTY



## DETAILS OF SERVICE

**Details for Service Location:**  
**Shah, 2631 Pleasant Llc, 2631 Pleasant St, Oakland CA 94602-2124**

**Customer ID: 22-87066-93003**

Description	Date	Ticket	Quantity	Amount
Available Bulky Yards Per	06/01/21		12.00	0.00
96 Gallon Toter Per Unit	06/01/21		2.00	271.84
64 Gallon Cart Service - Organics	06/01/21		2.00	0.00
Monthly Recycle Per Unit	06/01/21		8.00	126.00
<b>Total Current Charges</b>				<b>397.84</b>

Attachment 1

## 5 EASY WAYS TO PAY

**Automatic Payment**

Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).

**Pay Through Your Financial Institution**

Make a payment from your financial institution using your Customer ID.

**One-Time Payment**

At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.

**Pay by Phone**

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

**Mail it**

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

## HOW TO READ YOUR INVOICE

How To Contact Us		Your Payment Is Due		Your Total Due	
<b>Visit <a href="http://wm.com">wm.com</a></b> <small>To set up your online profile, sign up for paperless billing, manage your account, view holidays/schedules, pay your bill or schedule a pickup.</small> (866) 964-2729		<b>August 19, 2017</b> <small>If full payment of the invoiced amount is not received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, with a maximum charge of \$5.00, or such lesser late charge allowed under applicable law, regulation or contract.</small>		<b>\$124.73</b> <small>If payment is received after 08/19/2017 \$126.60</small> <small>See reverse for important messages.</small>	
Previous Balance	Payments	Adjustments	Current Charges	Total Due	
\$7.12	(97.12)	0.00	124.73	<b>124.73</b>	
<small>Details for Service Location: 311 Jackson Street, Stockton CA 95205</small> <small>Customer ID: 2-82290-00885</small> <small>PO Numbers: 45693</small>					
Description		Date	Ticket	Quantity	Amount
96" Totter		07/01/17		1.00	90.00
96" Recycle		07/01/17		1.00	0.00
Ext'l 2" up Service		07/01/17	5934	1.00	15.00
Fuel/Environmental Charge					19.73
<b>Total Current Charges</b>					<b>124.73</b>

1 States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.

2 Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.

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



## Automatic Payments

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

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

☐ CHECK HERE TO CHANGE CONTACT INFO

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

Address 1	
Address 2	
City	
State	
Zip	
Email	
Date Valid	

☐ CHECK HERE TO SIGN UP FOR AUTOMATIC PAYMENT ENROLLMENT

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

Email Address	
Date	
Bank Account Holder Signature	

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

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





# INVOICE

Page 1 of 3

To view your Insert  
Click the link below:  
INSERT1

**Customer ID:**

**26-10139-43000**

Customer Name:

JOHN IACCARINO

Service Period:

MAY SERVICE


Invoice Date:

05/01/2022

Invoice Number:

4000894-2216-8

Attachment 2

How To Contact Us	Your Payment Is Due	Your Total Due
<p>Visit <b>wm.com</b></p> <p>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup</p>  <p>Customer Service: <b>(510) 613-8710</b></p>	<p><b>Due Upon Receipt</b></p> <p>Pymt due upon receipt of invoice &amp; delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.</p>	<p><b>\$358.00</b></p>

Previous Balance	Payments	Adjustments	Current Invoice Charges	Total Account Balance Due
741.57	(741.57)	0.00	358.00	<b>358.00</b>

## IMPORTANT MESSAGES

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

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

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

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

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



WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID (Include with your payment)
05/01/2022	4000894-2216-8	<b>26-10139-43000</b>
Payment Terms	Total Due	Amount
Due Upon Receipt	\$358.00	

221600026101394300004000894000000358000000035800 1

12216R94

JOHN IACCARINO  
10209 MACARTHUR BLVD  
OAKLAND CA 94605-5138

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



**THINK GREEN®**

**000067** Printed on  
Recycled paper

SEE RECYCLED PAPER

# INVOICE

Page 1 of 4

Page 2 of 3

**Details for Service Location:**  
Iaccarino, John, 2631 Pleasant St, Oakland CA 94602-2124

**Customer ID:** 26-10139-43000

Description	Date	Ticket	Quantity	Amount
AVAILABLE BULKY DAVIS ST XFR	05/01/22		32.00	0.00
20 Gallon Toter Per	05/01/22		8.00	228.88
Available Bulky Yards Per	05/01/22		28.00	0.00
20 Gallon Toter - Organics	05/01/22		8.00	0.00
Monthly Recycle Per Unit	05/01/22		8.00	129.12
<b>Total Current Charges</b>				<b>358.00</b>

*A Attachment 2*

## 5 EASY WAYS TO PAY



**Automatic Payment**  
Set up recurring payments with us at [wm.com/myaccount](http://wm.com/myaccount).



**Pay Through Your Financial Institution**  
Make a payment from your financial institution using your Customer ID.



**One-Time Payment**  
At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.



**Pay by Phone**  
Payable 24/7 using our automated system at 866-964-2729.



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

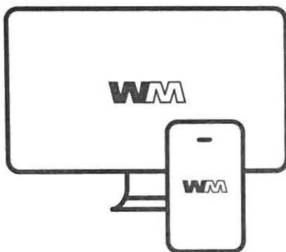
## HOW TO READ YOUR INVOICE

How To Contact Us	Your Payment Is Due	Your Total Due
<b>Visit <a href="http://wm.com">wm.com</a></b> <small>To set up your online profile, sign up for paperless billing, manage your account, view holiday schedules, pay your bill or schedule a pickup.</small> 	<b>August 19, 2017</b> <small>If full payment of the invoice amount is not received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum charge of \$1.00, or such higher late charge allowed under applicable law, regulation or contract.</small>	<b>\$124.73</b> <small>If payment is received after 08/19/2017 <b>\$126.60</b> See reverse for important messages.</small>
<b>Previous Balance</b> 7.12 <b>Payments</b> (97.12) <b>Adjustments</b> 0.00 <b>Current Charges</b> 124.73 <b>Total Due</b> 124.73		
<b>Details for Service Location</b> 311 Jackson Street, Stockton CA 95205 <b>Customer ID</b> 2-82290-0085 <b>PO Numbers</b> 45693		
<b>Description</b> 96.0 Toter 96.0 Recycle Extra. up Service Fuel Environmental Charge <b>Total Current Charges</b>	<b>Date</b> 07/01/17 07/01/17 07/01/17	<b>Ticket</b> 5934 <b>Quantity</b> 1.00 1.00 1.00 <b>Amount</b> 90.00 0.00 15.00 19.73 <b>124.73</b>

States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.

Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.

Service location details the total current charges of this invoice.



## Get More with My WM

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



Scan the QR code to get started today!

### ☐ Check Here to Change Contact Info

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

Address 1  
Address 2  
City  
State  
Zip  
Email  
Date Valid

### ☐ Check Here to Sign Up for Automatic Payment Enrollment

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

Email  
Date  
Bank Account  
Holder Signature

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

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

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

000068

2



# INVOICE


Page 1 of 4

To view your Insert  
Click the link below:  
INSERT1

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

**26-10139-43000**  
JOHN IACCARINO  
JUNE SERVICE  
06/01/2022  
4026440-2216-0

Attachment 3

How To Contact Us	Your Payment is Due	Your Total Due
<p>Visit <b>wm.com</b></p> <p>To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup</p> <p></p> <p>Customer Service: <b>(510) 613-8710</b></p>	<p><b>Due Upon Receipt</b></p> <p>Pymt due upon receipt of invoice &amp; delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.</p>	<p><b>\$458.51</b></p>

Previous Balance	Payments	Adjustments	Current Invoice Charges	Total Account Balance Due
358.00	(358.00)	0.00	458.51	<b>458.51</b>

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

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

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



WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

172 98TH AVENUE  
OAKLAND, CA 94603  
(510) 613-8710  
(510) 562-2854 FAX  
CALOAKLAND@WM.COM

Invoice Date	Invoice Number	Customer ID (Include with your payment)
06/01/2022	4026440-2216-0	<b>26-10139-43000</b>
Payment Terms	Total Due	Amount
Due Upon Receipt	\$458.51	

2216000261013943000040264400000004585100000045851 1

12216R01

JOHN IACCARINO  
10209 MACARTHUR BLVD  
OAKLAND CA 94605-5138

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

**THINK GREEN®**

**000069** Printed on  
recycled paper



Attachment 3

## Details for Service Location:

Iaccarino, John, 2631 Pleasant St, Oakland CA 94602-2124

Customer ID: 26-10139-43000

## Description

Billing Debit FRM 8-ATP TO 1-1MP

## Ticket Total

AVAILABLE BULKY DAVIS ST XFR  
 Available Bulky Yards Per  
 96 Gallon Cart Service - Organics  
 Monthly Recycle Per Unit  
 1 Yard Container Multi-Family

Date	Ticket	Quantity	Amount
05/06/22	922733	1.00	45.85
			<b>45.85</b>
06/01/22		32.00	0.00
06/01/22		28.00	0.00
06/01/22		2.00	0.00
06/01/22		8.00	129.12
06/01/22		1.00	283.54

## 5 EASY WAYS TO PAY



## Automatic Payment

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## Pay Through Your Financial Institution

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## One-Time Payment

At your desk or on the go, use [wm.com](http://wm.com) or our WM mobile app for a quick and easy payment.



## Pay by Phone

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



## Mail it

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

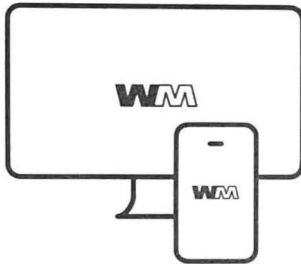
## HOW TO READ YOUR INVOICE

How To Contact Us		Your Payment Is Due		Your Total Due	
<b>Visit <a href="http://wm.com">wm.com</a></b> <small>To set up your online profile, sign up for paperless billing, manage your account, view holidays/schedules, pay your bill or schedule a pick-up.</small> Customer Service (866) 964-4458		<b>August 19, 2017</b> <small>If full payment of the invoice amount is not received by the invoice due date, you will be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum charge of \$5.00 or such lesser late charge allowed under applicable law, regulation or contract.</small>		<b>\$124.73</b> <small>If payment is received after 08/19/2017: <b>\$126.60</b>            See reverse for important messages.</small>	
<b>Previous Balance</b> 7.12	<b>Payments</b> (97.12)	<b>Adjustments</b> 0.00	<b>Current Charges</b> 124.73	<b>Total Due</b> 124.73	
<small>Details for Service Location: 311 Jackson Street, Stockton CA 95205</small>					
<b>Description</b>		<b>Date</b>	<b>Ticket</b>	<b>Quantity</b>	<b>Amount</b>
96" Total Recycle		07/01/17		1.00	90.00
96" 48" Service		07/01/17		1.00	0.00
Fuel/Environmental Charge		07/01/17	5934	1.00	15.00
<b>Total Current Charges</b>					<b>124.73</b>

States the date payment is due to Waste Management. Anything beyond that date may incur additional charges. Your **Total Due** is the total amount of current charges and any previous unpaid balances combined.

Previous balance is the total due from your previous invoice. We subtract any **Payments Received/Adjustments** and add your **Current Charges** from this billing cycle to get a **Total Due** on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire **Total Due** to avoid a late charge or service interruption.

Service location details the total current charges of this invoice.



## Get More with My WM

Scan to enroll in AutoPay & Paperless Billing, manage your services, view your pick up schedule and see your pick up ETA, all in one place.

Scan the QR code to get started today!



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

☐ Check Here to Change Contact Info

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

Address 1

Address 2

City

State

Zip

Email

Date Valid

☐ Check Here to Sign Up for Automatic Payment Enrollment

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

Email

Date

 Bank Account  
 Holder Signature

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

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

000070

2

**EMPLOYMENT CONTRACT**

THIS EMPLOYMENT CONTRACT dated this Friday 6<sup>th</sup> day of May, 2022

BETWEEN: DR Real Estate Inc, of 10209 MacArthur Blvd Oakland CA 94605 (Employer)

**-AND-**

Ramon Gutierrez of 10065 Byron Ave Oakland CA 94605 (Employee)

**Commencement Date and Term**

1. The Employee will commence employment with Employer on the 6<sup>th</sup> day of May, 2022 (the "Commencement Date").
2. Termination upon request by either party with 30 day notice.

**Job Title and Description**

1. Every Thursday afternoon <after 5 pm> all 4 containers (1 garbage, 1 recycle and 2 green waste) to be moved from back of the complex and into the sidewalk for garbage pick up on Friday Morning.
2. Every Friday Afternoon <after 5 pm> all 4 containers (1 garbage, 1 recycle and 2 green waste) to be moved from the sidewalk back to the end of the driveway to its assign area.

**Employment Compensation**

1. Compensation paid to the Employee for the service rendered by the Employee as required by this Agreement (the "Compensation") will include a monthly salary of \$100.00
2. Any further handyman work requested by the Employer will be for an additional price set by the Employee. Cost for work to be agreed on in advance to commencement of any work.

**Place of Work**

1. The Employee primary place of work will be at the following location:  
-2629 Pleasant St, Oakland CA 94502, USA.

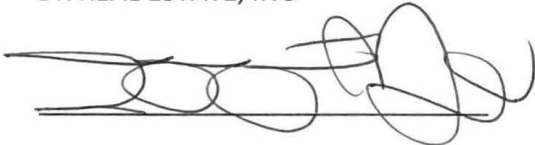
Severability

1. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
2. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this agreement.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this Friday, 6<sup>th</sup> day of May, 2022.

**EMPLOYER:**

DR REAL ESTATE, INC

**EMPLOYEE:**

Ramon Gutierrez  
Ramon Gutierrez

DR REAL ESTATE INC  
10209 MACARTHUR BLVD  
OAKLAND, CA 94605-5138

170  
90-78/1211

7/5/22

DATE

PAY TO THE  
ORDER OF

Ramon Gutierrez \$ 200.-

Two Hundred <sup>00</sup>/<sub>100</sub>

DOLLARS



Photo  
Safe  
Deposit  
Details on back



BANK OF THE WEST  
BNP PARIBAS

FOR

Garbage Removal July  
May - June

*[Signature]*

⑆ 121100782⑆ 058049156⑆ 00170

Harland Clarke

ENDORSE HERE

Ramon Gutierrez

510-491-8121

Attachment 5

①

### EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT dated this 28<sup>th</sup> day of February 2022

BETWEEN: DR Real Estate Inc, of 10209 MacArthur Blvd Oakland CA 94605 (Employer)

**-AND-**

MIGUEL VILLALPANDO of 531 Smalley Ave, Hayward CA 94541  
(Employee)

#### Commencement Date and Term

1. The Employee will commence employment with Employer on the 1<sup>st</sup> day of March, 2022 (the "Commencement Date").
2. Termination upon request by either party with 30 day notice.

#### Job Title and Description

1. The Employer agrees to employ the Employee as a Gardner/Cleaning for 1 hour per week. The Employee will be expected to perform the following Job duties:
  - Blowing out drive way and Gardening front Building.
  - Cleaning common area/laundry room, empty out garbage and recycle containers in laundry room.
  - Gardening and maintenance of Back of Building.

#### Employment Compensation

1. Compensation paid to the Employee for the service rendered by the Employee as required by this Agreement (the "Compensation") will include a monthly salary of \$110.00
2. An initial startup fee of \$250 to be paid to Employee for the March 2022 by Employer to complete a base clean up.

#### Place of Work

1. The Employee primary place of work will be at the following location:
  - 2629 Pleasant St, Oakland CA 94502, USA.

**000074**



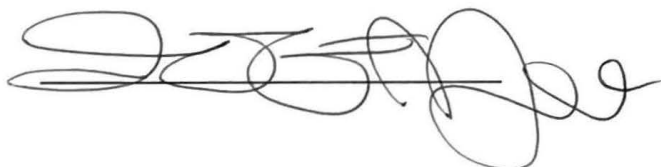
Severability

1. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
2. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this agreement.


IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 28<sup>th</sup> day of February, 2022.

**EMPLOYER:**

DR REAL ESTATE, INC



**EMPLOYEE:**



Miguel Villalpando

Miguel Villalpando  
531 Smalley Ave.  
Hayward, CA. 94541



(510) 415-52-68

Date \_\_\_\_\_

Due Date \_\_\_\_\_

DR Real Estate  
Doraliz Guizar

Detach and mail with your check. Your canceled check is your receipt.

Description	Charges
Pleasant - March 2022 -	\$250.00
Thank You	Total \$250.00

Attachment 6



3320 FRUITVALE AVE  
OAKLAND, CA 94602  
510.530.3156

REG#06 TRN#2754 CSHR#2171820 STR#9226

Helped by: Eric

ExtraCare Card #: \*\*\*\*\*0858

→ 1 HFTY ULT TK CB G 40CT 7.49T  
ORIGINAL PRICE 10.79  
7.49 EACH 3.30 -

→ 1 TH DSFN WIPES FRSH 75CT 6.49T

2 ITEMS

Survey ID #

2568 4255 3956 916 27

SUBTOTAL 13.98  
CA 10.25% TAX 1.43  
TOTAL 15.41  
DEBIT 15.41

\*\*\*\*\*4168

CH

BOW DEBIT CARD \*\*\*\*\*4168  
APPROVED# 096520  
TRAN TYPE: SALE  
TC: 4FA41048DF83DF52  
PIN VERIFIED ONLINE  
TVR(95): 0000048000

REF# 067545  
AID: A0000000042203  
TERMINAL# 84765180  
CVM: 420300  
TSI(9B): E800

CHANGE

.00



3509 2262 1022 7540 62  
Returns with receipt, subject to  
CVS Return Policy, thru 06/11/2022  
Refund amount is based on price  
after all coupons and discounts.

APRIL 12, 2022

12:58 PM

000077



LOWE'S HOME CENTERS, LLC  
4255 FIRST STREET  
LIVERMORE, CA 94551 (925) 245-2440

- SALE -

SALES#: FSTLAN03 13 TRANS#: 40942511 08-19-22

355228 KIT KAT 1.50-0Z	4.36
2 @ 2.18	
67230 THRESHLD FLAT TOP 36IN CH	9.78
1314409 SCH ENCODE SN WIFI DBLT C	269.00
986235 FA BASIC BATTERY CO ALARM	21.98
1262890 KW SN COMBO SQL COVE	73.56
2 @ 36.78	
3733924 OX 200Z SF STEEL HAMMER	24.98
797885 12-2 MOD ASSEMBLY MC CABL	14.28
74216 HANDY BOX 2-1/8-IN DEEP 1	3.68
70971 SWITCH BOX 1-IN DEEP BRAC	4.28
70955 HANDY BOX COVER DUPLEX RE	1.78
19847 HANDY BOX COVER SINGLE RE	1.98
252984 COMBINATION DOOR STRIKE	9.99
3725301 SN FIX A LATCH MIXED 2 PC	18.98
797886 12-2 MOD ASSEMBLY MC CABL	24.61
94432 ETN BR 1 POLE 15A BREAKER	6.98
1051262 BSH LBHX 3/8-IN X 6-IN BI	7.98
1051254 BSH LBHX 1/8-IN X 3-IN BI	4.48
48558 ID WIRETWIST CONN ASSORTE	3.48
227705 80-CT LYSOL WIPES CITRUS	5.98
1614007 ETN 15A 125V TR COMM RECE	6.98
70627 ETN 20A-125V TR SINGLE RE	5.98
907176 CHECKOUT BAG FEE	0.10

SUBTOTAL: 525.20  
TAX: 53.38  
INVOICE 40785 TOTAL: 578.58  
DEBIT: 578.58

DEBIT: XXXXXXXXXXXX4168 AMOUNT:578.58 AUTHCD: 257053

CHIP REFID:115040048489 08/19/22 13:55:11

\*PIN Verified

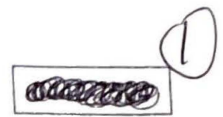
TRACE: 00901621

PURCHASE	CASH BACK	TOTAL DEBIT
578.58	0.00	578.58

APL: US Debit TVR: 0000048000

000078

Attachment 7



STANDARD LEASE OF LAUNDRY SPACE

→ This LEASE made this 3<sup>RD</sup> day of **SEPTEMBER 2013**, between **COINMACH CORPORATION**, hereinafter called "**Lessee**" and **HOPEWEALTH LLC, P.O. BOX 11230, OAKLAND, CA 94611** hereinafter called "**Lessor**" sets forth the full understanding of the terms, provisions and covenants of said lease and neither party hereto shall be bound by any statement of agreement not included herein.

Lessor does hereby grant, convey and transfer to Lessee the exclusive use and possession of all laundry space for the purpose of the installation, maintenance and operation of coin operated laundry equipment at the real property consisting of **Eight (8)** units commonly known as

2629 PLEASANT STREET  
OAKLAND, CA 94602

Installed: February 13, 2014

to have and to hold the same, for a term of **Seven (7) Years** commencing **September 9, 2013**, or upon complete installation date, which ever is later.

1. Lessee shall be entitled to the right of exclusive installation and operation of the equipment on the above described premises for which **Lessee shall pay to Lessor Seventy (70%) percent of all monies collected**. Payment of such will be sent the Lessor no less than once every quarter. Deductions from the sum to be paid Lessor shall include, if and when applicable, any municipal or state license fees and occupational, sales, use rental, personal property or franchise taxes, credit card fees, and refunds to users.
2. Lessor represents and warrants that it is the owner of the property, or the authorized agent thereof, acting with full written authority or enter into this lease agreement and that this lease will be binding upon all future owners, and their heirs, executors, and assigns of the Lessor. It is the intention of the parties hereto that this lease run with the land and buildings hereinabove described. Lessor warrants and represents that there is no other lease, license or other instrument granting the same or similar right in and to the leased premises. This lease supersedes any other lease. Lessor shall inform all subsequent owners of the property of the property rights of lessee under this lease by depositing a copy of this lease into escrow upon the sale of the property.
3. Lessee shall provide a policy of public liability insurance for no less than \$10,000,000 per occurrence, and shall hold the Lessor harmless from claims of liability caused by the acts of the Lessee.
4. All of the terms and conditions as set forth in the TERMS and CONDITIONS OF LEASE on reverse side of this page or any addendum(s) are incorporated herein and made a part hereof. LESSOR REPRESENTS THAT HE HAS READ AND UNDERSTANDS AND AGREES TO SUCH TERMS AND CONDITIONS.

"Lessor"

HOPEWEALTH LLC

By: X [Signature]  
X Jintang Zhang  
Please print or type name  
X Manager  
Title: Owner/Authorized Agent

Pay rent to:

HOPEWEALTH LLC  
P.O. BOX 11230  
OAKLAND, CA 94611

TAX ID # X 45-2967060  
(Tax Id# must match "lessor")

"Lessee"

COINMACH CORPORATION  
32190 Alvarado-Niles Road #150  
Union City, California 94587

By: [Signature]  
Title: RVP

RECEIVED  
SEP 03 2013

KC/kp 1/1 84 mos

000079



# TERMS AND CONDITIONS OF LEASE

A Lessee shall be in default if it fails to perform any of its obligations under the lease. On default lessor may give lessee a written notice describing the default. Lessee shall have thirty (30) days from receipt of the written notice in which to cure the default described in the notice. If lessee fails to cure that default within the thirty (30) day period, then lessee will be in breach of this lease. Lessee will not be in breach of this lease unless lessee received a written notice from lessor and failed to cure the described default within thirty (30) days, all as provided above.

B All notices to be given under this lease shall be sent by certified or registered mail to the lessor or lessee at the address set forth in this lease or at a different address upon notice by lessor or by lessee of a change of address.

C Lessee shall, at its own expense, maintain the laundry equipment in good repair during the term of this lease. Lessee shall make repairs to all laundry equipment within a reasonable time after being advised of the need for repairs from the lessor or his agent.

D Lessor shall, at its own expense, maintain the property, premises and laundry space in good condition and repair, and provide and maintain adequate light, electrical power, plumbing, water, gas, ventilation, drainage, and other facilities required for the proper and safe use of the laundry equipment. Lessor shall keep laundry room and equipment clean.

E Lessor will allow lessee to affix its name and/or any signs to the laundry equipment and in the laundry space and lessor shall not remove or permit the removal of lessee's name and/or signs so affixed. Lessor shall afford lessee and lessor's tenants free and unobstructed access to the laundry space and the laundry equipment at all reasonable hours.

F Lessee is permitted to place personal property, fixtures, accessories and equipment in the leased premises and the title to such property and all monies deposited therein shall remain at all times that of the lessee, and at the conclusion of the term of this lease, any extension(s) or renewal(s) thereof, lessee will be permitted to remove any such personal property, fixtures, accessories and equipment from the leased premises.

G Lessee at its sole option may terminate this lease (i) if during any period of three (3) months the usage of the laundry equipment does not exceed an average of 2 cycles per machine per day (ii) upon total or partial destruction, for whatever reason, of the laundry space or the apartment building, or the laundry equipment, (iii) in the event of repeated damage to the laundry equipment caused by vandalism, malicious mischief or the intentional act of any persons, except lessee or lessee's employees, (iv) upon the commencement of any action or proceeding for condemnation in exercise of the right of eminent domain, or upon the passage of title to a condemning agency, of all or part of the laundry space of the apartment building, (v) upon lessor's breach of any of lessor's covenants, or (vi) upon lessor's insolvency.

H Lessor shall hold lessee harmless from any damage or injury to any person or property arising from (a) any defect in the premises and laundry space, (b) the failure of lessor to provide drainage adequate for said laundry equipment (including overflows resulting therefrom) or (c) the failure of lessor to keep the premises and laundry space in good repair.

I Lessor agrees that it shall assume to lessee all duties normally attendant upon creation of the relationship of landlord and tenant under the laws of the State of California, including, but not limited to, the covenants inherent to such relationships.

J The invalidity of any provision of this lease shall not invalidate the remaining provisions of this lease, but the remaining provisions may be enforced as though the invalid term were not applied to this lease.

K In the event any action is instituted to enforce any provision of this lease, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses. This lease shall be governed by the laws of the state of California.

L Upon termination of this lease, lessee shall have the right of first refusal to a) meet any bona fide offer to lease said premises made by any other person or entity similarly engaged in the operation of laundry equipment on the identical terms and conditions of that offer that are commercially reasonable and b) sell coin or card operated laundry equipment.

M This lease, and any modification(s) and/or addendum(s), shall be subject to, and not deemed effective prior to the approval of lessee's Home Office and shall immediately become effective upon such approval, with or without notification to lessor.

N This lease shall be automatically renewed for successive terms equivalent in time to that set forth on the first page of this lease, unless terminated in writing by certified or registered mail by either party at least ninety days (90) days prior to the expiration of the term in effect at the time of the notice. If property is sold or management is changed subsequent to the written notice provided herein, and prior to the end of term herein, then said notice shall be null and void, and considered rescinded.

O In the event Lessor requests, in writing, the replacement of fifty percent (50%) or more of Lessee's laundry equipment during the term of this Lease, the Lessee may, upon receipt of said written notice and replacement of the laundry equipment, extend the original term of this Lease for a period of five (5) years. All additional renewal terms shall then be enlarged to incorporate the extended original term. Lessee reserves the right to install other vending equipment in the premises.

P The number and pricing of said machines and the frequency of collection shall be determined by lessee.

Q During the term of this lease and any extensions and renewals, lessee shall have the sole and exclusive right to install and operate laundry equipment in the real property owned by lessor and described on the front side of this lease. No person or entity other than lessee shall have any right to install or operate equipment on that property, including without limitation in the premises and the rental units.

R Failure of either party to this lease to exercise any power or right shall not constitute a waiver of that right.

S Lessee has granted a security interest in this lease to its lender.

A Hachment 8

①

BEGIN Content= Activity.Content BEGIN Content= Common.Content  
Error  
END Content= Common.Content

## Payment Details

## Payment Details

### \$1,900 Sent

LB

BEGIN Content= Activity.Content OR SendMoney.Content based on condition  
Confirmation #: 1564299482

- To: Lattef Burks (Plumbing) at (510) 978-3126
- From: Bank of the West, CLASSIC BUSINESS CHECKING, xxxxx9156
- Sent: Thursday, Jun 30
- Deposited: Thursday, Jun 30
- Speed: Within Minutes
- Reason: Plumbing Pleasant #C
- Payment ID: BWS0H45KZRP3

END Content= Activity.Content OR SendMoney.Content based on condition

[Back](#)

END Content= Activity.Content

## Session Time Out Warning

Your session will close in 2 minute(s).

[KEEP WORKING](#)

[SIGN OUT](#)

000081

Attachment 9



Reports (1) ▼



Login

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 P2201014:

(P) - Plumbing - 3+ Residential Units or commercial  
(Building)

Record Status: Final

Record Info ▼

## Processing Status

### \* ▼ Application Intake

Assigned to **TBD**

Marked as **On Hold** on **06/30/2022** by **Violeta Mendoza**

Assigned to **TBD**

Marked as **OTC** on **07/06/2022** by **Violeta Mendoza**

Plan Routing

Plan Review

Final Check

### ✓ ▼ Permit Issuance

Assigned to **TBD**

Marked as **Issued** on **07/06/2022** by **Violeta Mendoza**

### \* ▼ Inspection

Assigned to **TBD**

Marked as **Final** on **08/18/2022** by **James W Richardson**

### ✓ ▼ Post Construction Monitoring

Assigned to **TBD**

Marked as **Monitoring Not Required** on **08/18/2022** by **James W Richardson**

000082



Attachment 10

①

June 8th 2022

2<sup>nd</sup> CORRECTION NOTICE OF RENT INCREASE

Mariela gonzalez  
2629 Pleasant Street, Unit C  
Oakland CA 94602

Dear Mrs Gonzalez

Please be notified that in accordance with the City Council adopted Amendment for New CPI and the Civil Code Section 827, that 30 days after service upon you receive this notice, or August 1<sup>st</sup> 2022, whichever is later, your tenancy at the above designated premises will be change as follow

The monthly rent due on the 1st day of each month will be increased from \$955.40 to \$984.06 in accordance with the Tenant Protection Act of 2019, also known as Assembly Bill 1482 and City of Oakland Rent Adjustment Program. Below please find an itemized breakdown of the rent increase.

Current Rent	\$955.40
CPI Increase for July 1, 2022 – June 30, 2023 (3%)	\$ 28.66
<b>Total new Rent Amount</b>	<b>\$984.06</b>

We will apply/bank the July 1, 2019 – June 30, 2020 (3.5%) and the July 1, 2021 – June 30, 2022 (1.9%) increases in a future year, provided the local emergency has been lifted.

Best Regards,

DR Real Estate, Inc  
10209 MacArthur Blvd  
Oakland CA 94605

000083



2

## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

### TENANTS’ SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on ✓ \_\_\_\_\_ (Date) X \_\_\_\_\_ (Tenant’s signature)

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

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



## AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

## INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en la Unidad   C  , la unidad que

**CIUDAD DE OAKLAND**

**PROGRAMA DE AJUSTE A LA RENTA**

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

(510) 238-3721

CA Relay Service 711

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



usted pretende alquilar.

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

Recibí una copia de este aviso el X \_\_\_\_\_  
(Fecha)

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

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

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

3

May 19th 2022

CORRECTED NOTICE OF RENT INCREASE

Mariela gonzalez  
2629 Pleasant Street, Unit C  
Oakland CA 94602

Dear Mrs Gonzalez

Please be notified that in accordance with the Civil Code Section 827, that 30 days after service upon you of this notice, or July 1<sup>st</sup> 2022 , whichever is later, your tenancy at the above designated premises will be changed as follows:

The monthly rent due on the 1st day of each month will be increased from \$955.40 to \$1019.41 in accordance with the Tenant Protection Act of 2019, also known as Assembly Bill 1482 and City of Oakland Rent Adjustment Program. Below please find an itemized breakdown of the rent increase.

Current Rent	\$955.40
CPI Increase for July 1, 2022 – June 30, 2023 (6.7%)	\$ 64.01
<b>Total new Rent Amount</b>	<b>\$1019.41</b>

We will apply/bank the July 1, 2019 – June 30, 2020 (3.5%) increase in a future year, provided the local emergency has been lifted.

Best Regards,

DR Real Estate, Inc  
10209 MacArthur Blvd  
Oakland CA 94605

000087

Attachment 11

Received 1 - 2 pages

December 18, 2020

Sign \_\_\_\_\_ DATE \_\_\_\_\_

## Notice of Rent Increase

Sign \_\_\_\_\_ DATE \_\_\_\_\_

Mariela Gonzalez  
2629 Pleasant Street, Unit C  
Oakland, CA 94602

Dear Ms. Gonzalez,

Please be notified that in accordance with the Civil Code Section 827, that 30 days after service upon you of this notice, or February 1, 2021, whichever is later, your tenancy at the above designated premises will be changed as follows:

The monthly rent due on the 1st day of each month will be increased from \$930.28 to \$955.40 in accordance with the City of Oakland Rent Adjustment Program. Below please find an itemized breakdown of the rent increase.

Current Rent	\$930.28
CPI Increase for July 1, 2020 – June 30, 2021 (2.7%)	\$25.12
<b>New Rent</b>	<b>\$955.40</b>

**"During the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic, your rent may not be increased in excess of the CPI Rent Adjustment (2.7% until June 30, 2021), unless required for the landlord to obtain a fair return. You may contact the Rent Adjustment Program at (510) 238-3721 for additional information and referrals."**

**We will apply/bank the July 1, 2019 – June 30, 2020 (3.5%) increase in a future year, provided the local emergency has been lifted.**

Best Regards,  
AJ Shah  
Owner, 2631 Pleasant



000088

2

## CITY OF OAKLAND



250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612-2034  
Department of Housing and Community Development  
Rent Adjustment Program

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

### NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner X is     is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was                     .

#### TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on                      (Date)                      (Tenant's signature)

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



Attachment 12



Unit #C  
\$100.00 per Follow-up One-Time Pest Control Service

THIS AGREEMENT PROVIDES FOR A SINGLE SERVICE TREATMENT TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN INSECTS, SPIDERS AND RODENTS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION OR FOR THE REPAIR OF ANY DAMAGE TO THE STRUCTURES ON THE PREMISES CAUSED BY SUCH INSECTS, SPIDERS AND RODENTS.

Customer (print name) DR Real Estate Home Phone 5103628700 Work Phone \_\_\_\_\_  
 Customer Mailing Address 10209 MacArthur Blvd City Oakland State CA Zip Code 94605 Email dr.realestate@yahoo.com  
 Property Address 2631 Pleasant Street City Oakland State CA Zip Code \_\_\_\_\_  
 Description of Structure(s) Covered #C Apartment

Method of Payment	Summary of Charges & Payments
<input type="checkbox"/> Cash (Amount Paid: \$ _____) <input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> American Express Credit Card # _____ Card Expiration Date _____ Name (as it appears on credit card) _____ Card Holder Signature _____ Card Billing Address _____	STANDARD PEST SERVICE VISIT CHARGE (Inspection & service charge) \$ <u>250.00</u> PREMIUM PEST SERVICE VISIT CHARGE \$ _____ OTHER: _____ \$ _____ SALES TAX \$ _____ TOTAL AMOUNT DUE \$ <u>250.00</u>  <b>TARGET PESTS FOR STANDARD SERVICE (select pests here):</b> <input type="checkbox"/> Cockroaches (German, American, Smokybrown and Oriental) <input type="checkbox"/> House mice <input type="checkbox"/> Rats <input type="checkbox"/> Silverfish <input type="checkbox"/> Centipedes <input type="checkbox"/> Millipedes <input type="checkbox"/> Earwigs <input type="checkbox"/> House crickets <input type="checkbox"/> "House" ants (other than ants listed in Premium Pests, below) <input type="checkbox"/> Spiders (excluding the Brown Recluse ( <i>Loxosceles reclusa</i> ) & Black Widow (members of genus <i>Latrodectus</i> )) <input type="checkbox"/> Common ground beetles <input type="checkbox"/> Paper wasps  <b>SERVICES FOR SELECTED PREMIUM PESTS (select pests here):</b> <input type="checkbox"/> Fleas <input type="checkbox"/> Ticks <input type="checkbox"/> Carpenter Ants <input type="checkbox"/> Pharaoh Ants <input type="checkbox"/> Fire Ants <input type="checkbox"/> Clothes moths <input type="checkbox"/> Tawny Crazy Ants <input type="checkbox"/> Bees <input type="checkbox"/> Spiders that present a public health concern (Example: Brown Recluse and Black Widow) <input type="checkbox"/> Flies (including Small Flies) <input type="checkbox"/> Yellow Jackets, Hornets, other stinging Wasps <input type="checkbox"/> Stored Product Pests <input type="checkbox"/> Brown-Banded cockroaches <input type="checkbox"/> Scorpions

Terminix has provided the Customer with a copy of the manufacturer's specimen label or other state-required documents for the pesticide(s), which will be used to treat the above-named property.

Customer accepts and agrees to the Terms and Conditions on pages 1 - 2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 12 and 13 of the Terms and Conditions on page 2 of this Agreement:

Customer Name: DR Real Estate Customer's Authorized Representative (signature) \_\_\_\_\_  
 Customer Authorized Representative (print name): Dorale Reyes  
 Customer Authorized Representative (title): Property Manager Date 5/13/22  
 Terminix Representative (signature) Joseph Tony Sadler Date 5-17-2022  
 Terminix Representative (print name) Joseph Tony Sadler Terminix Branch Telephone 1-800-Terminix  
 Terminix Branch Address 32970 Alvarado Mile Road Terminix Branch Charter No. 2187

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).

STATE-SPECIFIC DISCLOSURES:

**CALIFORNIA:** Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538.

**GEORGIA:** The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

**TEXAS:** Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711-2847 Phone 866-918-4481 Fax 888-232-2567.

000090



Attachment 13

1

- Gonzalez ("Lessee").**
2. **PREMISES.** Lessor agrees to let, and Lessee agrees to rent, those premises described as a ONE BEDROOM/1 Bath apartment (the "unit") with a mailing address of 2629 Pleasant Street #C, Oakland, CA 94612 ("Premises"), on the terms and conditions of this Agreement, furnished with those items listed on the attached Unit Move-In/Move-Out Inspection Form, which is incorporated into this Agreement by this reference.
3. **TERM.** The above-described Premises are to be occupied by Residents for a term of ONE YEAR, commencing on the 1/28/08 and terminating on 12/31/08 and shall continue on a month to month basis thereafter until either party terminates this agreement by giving notice pursuant to Section 28 entitled "Termination". Lessor has no liability to Resident if Lessor cannot deliver the Premises to Resident due to the holding over by the present occupant without Lessor's consent.
4. **RENT.** The total rent monthly is \$800.00 and is due on or before the first (1<sup>st</sup>) day of each calendar month for which rent is payable, and shall be delinquent if not paid by the fifth (5<sup>th</sup>) day of such month. Rent shall be made payable and mailed to KREO, LLC at 1 Daniel Burnham Court #205C, San Francisco, CA 94109, or to such other place as Lessor shall designate from time to time in writing. Rent payments shall be made without offset or deductions of any kind, except as specifically allowed by law and without demand. Prior to taking possession of the Premises and as a condition to taking possession, Resident shall pay the rent for the first (1<sup>st</sup>) month. If the term of this Agreement does not begin on the first day of a calendar month, the rent for such partial months shall be prorated on the basis of a thirty (30) day month. Lessor may require that all rent and other sums due from Resident shall be paid in one monthly check rather than multiple checks. All monthly payments shall be made on a single time each month.
5. **LATE PAYMENT AND DISHONORED CHECK FEES.** Resident acknowledges that late payment by Resident to Owner of rent and other sums due under this Agreement will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Rent is due on the first day of each month, and is delinquent on the second day. A late charge of \$25.00 shall be charged to Lessee if any portion of rent is delinquent by 8:00 a.m. on the fifth (5<sup>th</sup>) day of any month, regardless of holidays. This in no way compromises Lessor's right to file a Three (3) Day Notice to Pay Rent or Quit at any time after the first day of each month. Also, if Resident's check is dishonored and returned, resident shall pay to Lessor the amount of the check in cashier's check plus a \$25.00 administration charge for each dishonored check immediately upon notification to Resident that such check has been returned. The receipt of a check by Lessor shall not be considered payment to Lessor if the check is dishonored or not paid for any reason. If Resident's checks are dishonored more than once, Lessor may require, upon thirty (30) days written notice to Resident, that all future rent be paid by certified check, money order or cashier's check. Lessor through oversight accepts Resident's personal check, such acceptance shall not be deemed to be a waiver of the above noticed requirement.
6. **SECURITY AND DAMAGE DEPOSIT.** Prior to taking possession of the Premises, Resident shall pay a security, cleaning and damage deposit in the amount of \$800.00. This deposit shall be held by Lessor as security for the faithful performance by Resident of the terms and conditions of this Agreement, including the payment of rent and other sums payable by Resident, and for any cleaning and repairing required to restore the Premises in the same condition as when received by Resident, reasonable wear and tear excepted. This deposit shall be held by Lessor subject to California Civil Code Section 1950.5 and any amounts remaining shall be returned to Resident no later than three (3) weeks after Resident returns possession of the Premises to Lessor. Deposits shall not be deducted from rent or other amounts payable by Resident. No trust relationship is created between Lessor and Resident with respect to this deposit, and this deposit may be commingled with other funds held by Lessor. Upon termination, Resident shall also notify Lessor in writing of the address to which any refund from this deposit is to be sent by Lessor. If any portion of this deposit is used during the term of the Agreement, Resident shall add money as necessary to the deposit so that the amount of the deposit equals the amount originally deposited. Lessor may, but is not required to apply this deposit to any default. The fact that Lessor is holding this deposit shall not prevent Lessor from maintaining an action for possession of the Premises or for the recovery of amount is due from Resident nor affect Lessor's right to possession of the Premises for non-payment of rent or for any other reason.
7. **UTILITIES.** The Resident shall arrange for and pay for all electricity, gas, telephone, and other public utilities services, including deposits, except as follows: sewerage service. Lessor shall not be liable, nor shall there be any abatement of rental for failure to furnish any of these services when such failure is caused by accident, breakage, repairs, strikes, lockouts, or by any other cause, similar or dissimilar, beyond the control of Lessor. Landlord shall not be liable under any circumstances for loss of property or injury to person or property, no matter how caused, occurring in any manner through or in conjunction with or incidental to the furnishings as aforesaid to the foregoing services.
8. **RULES AND REGULATIONS-CONDUCT OF RESIDENT.** Resident agrees to abide by the Rules and Regulations and applicable CC&R's prescribed by Lessor for use of the Premises and the grounds available to the Residents of the building which the Premises are a part, the Rules and Regulations of recreational facilities, and the Rules and Regulations for vehicles and parking, all of which said Rules and Regulations are provided, and all of which said Rules and Regulations shall be a part of this Agreement as though contained herein. Residents acknowledge they are familiar with the Rules and Regulations and such action by Lessor shall not give Residents any right to declare this Agreement terminated or void. Residents shall be strictly responsible for adherence on the part of all persons (including without limitation, any minor children and guests) occupying the unit with the Rules and Regulations for use in occupancy of the unit in the building. Any material breach of those Rules and Regulations by any occupant (including any such minor child or guest) shall constitute grounds for termination of the residency by the Lessor.
9. **QUIET ENJOYMENT.** In the event that the conduct of Residents, their family, servants, employees, invitees, licensees, guests, or other persons who come upon the Premises with the express or implied consent of Residents, either in or about the Premises or in or about the building in which said Premises are located at the areas adjacent thereto, shall be of such nature that Lessor, in its sole discretion, shall determine that the quiet enjoyment of other Residents, or the ability of Lessor to maintain said Premises in an orderly manner to provide said quiet enjoyment to all Residents has been or is being impaired, then such conduct shall constitute a breach by Residents of this Agreement and Lessor shall have the right, upon three (3) day notice to Residents, to retake possession of said Premises and cause Residents to be removed therefrom as more particularly set forth in Section 23.
10. **PETS.** Pets of any kind are prohibited on the premises or elsewhere in the building without the prior written consent of Lessor. If Resident plans to acquire pet on the Premises, it shall be reported immediately to Lessor, who may refuse permission or require an increased Security and Damage Deposit and rent as a condition for Lessor's permission. All pet(s) must always be kept under control and all dogs must be kept on a leash in the area or project in which the Premises are located. Any pet excretion must be cleaned up immediately and removed to a garbage container by the responsible Resident. Resident must prevent his or her pet(s) from continuously barking, or making other loud noises. Animals which: (i) are in violation of these provisions; (ii) have not been registered with Lessor as required by this Section; or (iii) Lessor finds to be vicious by nature or by temperament; shall be removed by Resident from the Premises upon request of Lessor and, if not removed by Resident, subject pet(s) may be removed by Lessor and sent to an animal shelter. NO PETS.

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- (2)
- Premises to respect the privacy and common or other resources of others.
- Resident acknowledges that Lessor shall not be held responsible to Resident for the non-performance or breach by any other Resident or occupant of the building or their guests, of any term, rule, ordinance, statute, or other private or public law or regulation, or for the torts or any other actions of any such persons. Resident shall not let or sublet all or any part of the Premises, nor assign this Agreement or any interest in it. Resident shall not conduct any activity on the Premises or anywhere in the project in violation of any ordinance, statute, or regulation of any governmental agency having jurisdiction, or permit such actions to occur.
12. **CONDITION OF UNIT.** Resident acknowledges that Resident has inspected the Premises and has found the Premises to be in good repair and in clean and sanitary condition with appliances (stove and refrigerator), pursuant to the standard set forth in Section 1941.1 of the California Civil Code. Resident agrees that the condition of the Premises is in a good and clean condition. Resident agrees to maintain the Premises in the same condition throughout the term of this Agreement and upon vacating the Premises, to return the Premises to Lessor in the same condition of repair and cleanliness as when received, reasonable wear and tear excepted.
  13. **REPAIRS.** Residents agree that they will take good care of the Premises, its appurtenances, fixtures and equipment, and will not disfigure or deface any part of the Premises or the buildings or facilities of Lessor. Residents shall be responsible for the cost of the repairs or replacements to the Premises, its appurtenances, fixtures and equipment, and of the buildings and facilities of Lessor when rendered necessary by the misuse or neglect of Residents, their family, agents, employees, invitees, licensees, guests or any other persons who come upon the Premises with the consent, express or implied of the Residents. All such repairs or replacements shall be performed solely by Lessor and the cost thereof shall constitute additional rental required of the Residents under the terms of this Agreement and shall be payable within five (5) days of the delivery by Lessor to Residents of a statement therefor. At the end of the Agreement term Residents shall surrender the Premises in as good condition as they were at the beginning of the Agreement, reasonable wear and damage by the elements excepted. Residents shall promptly report to Lessor the malfunction of any appliances or damage to any property or fixture in or about the Premises.
  14. **ALTERATIONS.** Resident shall make no alterations nor undertake any redecorating without prior written consent of Lessor. No screws, nails or other materials shall be imbedded or attached to the walls or ceiling of the Premises, except that pictures may be hung with picture hooks, using small size nails. No nails shall be put in any wood paneling.
  15. **AUTOMOBILES/PARKING** (Subject to availability). It is expressly understood and agreed that the assigned parking space (if applicable) of said Premises is limited to NO private passenger vehicles and that Resident shall have no right to store any vehicles, boats, or trailers or other property. The Resident hereby grants to the Lessor the undisputed right within three (3) days' notice, to remove any vehicle from the parking space which is imperable in Lessor's opinion, and remains imperable for ten (10) consecutive days. Resident further agrees that any vehicle owned by Resident remaining on the property after termination of this Agreement may be immediately removed by the Lessor. Lessor will have full immunity from damages for any vehicle removal. **NO PARKING**
  16. **INDEMNITY** Resident shall hold Lessor and any agent and employee of Lessor harmless and free from liability, loss, and expense for loss or damage to property, and injury or death to persons, caused by the acts or negligence of Resident or his guests or invitees or occurring on the Premises or common area, except to the extent caused by the acts of the Lessor, its agents, or employees. Resident assumes full responsibility for any and all property of Resident or third persons under Resident's control placed, stored, or located on the Premises or elsewhere in or around the building. Lessor and Lessor's employees and agents are not responsible for personal injury or property damage caused by the act or omission of another person, whether such act or omission was negligent, intentional, or criminal, and whether or not such act or omission was foreseeable. Resident shall promptly notify Lessor of any illegal or criminal activity in the building of which Resident has knowledge.
  17. **INSURANCE.** Lessor shall not be liable for any damages or losses to any person or property, from any cause whatsoever, unless due to Lessor's willful or negligent conduct. Without limiting the generality of the foregoing, Resident hereby expressly releases Lessor from any and all liability for loss or damage to Resident's property due to theft, vandalism, fire, water, smoke, or other causes whatsoever. Lessor strongly recommends that Resident secure renter's insurance to begin at time of occupancy.
  18. **ABANDONMENT.** If Lessor reasonably believes Resident has abandoned the Premises, Lessor may establish abandonment and terminate the tenancy, pursuant to California Civil Code Section 1951.3. If personal property is found on the Premises after the tenancy is terminated or abandoned, Lessor may dispose of such property pursuant to California Civil Code Section 1980, et seq.
  19. **DESTRUCTION.** If there is a partial destruction of the Premises or of Common Area from fire, casualty, or other cause, but the Premises remain habitable, then Lessor shall elect to either: (i) repair damage with ninety (90) days; or (ii) terminate this Agreement, and shall notify Resident of such election in writing within thirty (30) days after such destruction occurs. If Lessor elects to repair the damage, then: (i) if such partial destruction was caused by an act of Resident or a guest or invitee of Resident, repairs shall be made by Lessor at Resident's expense with no deduction in rent; or (ii) if such partial destruction was not caused by an act of Resident or a guest or invitee or Resident, the partial destruction shall not terminate this Agreement, but Resident shall be entitled to a proportionate reduction of rent while such repairs are being made, based on the extent to which damage to the Premises or Common Area and the making of repairs actually interferes with the normal use and occupancy of the Premises by Resident. If such repairs cannot be made within ninety (90) days, then this Agreement may be terminated by either party. In the event of a total destruction of the Premises, from whatever cause, or if the Premises are not habitable, this Agreement shall terminate.
  20. **EMINENT DOMAIN OR CONDEMNATION.** Should the land whereon the building containing the demised Premises is situated, or any part thereof, or any portion of the demised Premises, be condemned or taken for public use, then, in that event, upon the taking of same for such public use, this Agreement, at the option of the Lessor, shall be deemed null and void, and the term shall cease and come to an end, anything herein contained to the contrary notwithstanding, and without apportionment of the award. Residents shall not be entitled to receive any sum, or portion thereof, constituting any award arising out of any such eminent domain or condemnation.
  21. **ENTRY BY OWNER.** Lessor or his agent shall have the right at all times to enter the Premises and inspect the same, pursuant to the California Civil Code Section 1954 provided that Resident shall be entitled to reasonable notice of entry. Twenty four (24) hours' notice shall be deemed to be such reasonable notice. It is agreed that Lessor may use the services of a locksmith in order to gain entry to the Premises should Resident fail to be present upon the date and time the Lessor informs Resident of Lessor's intent to gain entry or otherwise prevents entry to the Lessor. Resident agrees that Lessor may show the premises within the Thirty (30) day period prior to the expiration of the term of this Agreement to prospective Residents at any time after twenty-four (24) hours' prior notice; however, no showing will be conducted except between the hours of 9:00 a.m. and 6:00 p.m.
  22. **BANKRUPTCY AND INSOLVENCY** The occurrence of any of the following events shall be deemed a material breach of this Agreement and Lessor shall have the option to terminate this Agreement upon learning of such occurrence: (i) the filing of a petition for any proceeding under the Bankruptcy Act or any amendment thereto by the Resident or any other person or organization against the Resident; (ii) the filing or judgment of a court of competent jurisdiction of insolvency of Resident; (iii) assignment by Resident for the benefit of creditors.
  23. **RESIDENT'S BREACH.** In the event that Resident breaches this Agreement, Lessor shall be allowed at Lessor's discretion, but not by way of limitation, to exercise any or all remedies provided herein or at law or in equity. If legal action is commenced by Lessor to enforce any term or condition of this Agreement, then Resident agrees to pay Court costs and reasonable attorney's fees. Resident agrees that the non-payment of any rent when due and unpaid, shall be sufficient cause for eviction from the Premises upon proper written notice thereof to Resident by

- covenants, shall not be a consent by the Lessor to such violation, and shall not waive, except as expressly stated herein, any right to enforce any such term, condition, or covenant. The acceptance of rent hereunder shall not be or be construed to be, a waiver of any term, covenant, or condition of this Agreement.
26. **SUBORDINATION TO ENCUMBRANCES.** This Agreement shall be automatically subordinated to any voluntary lien or encumbrance placed on the property of which the Premises form a part by the Lessor of such property.
27. **MULTIPLE RESIDENTS.** If there is more than one Resident: (i) each resident is jointly and severally liable for all obligations under this Agreement; (ii) any Resident may give notice to Lessor provided for by this Agreement, and such notice shall bind all other Residents; (iii) any notice to be given by Lessor to Resident pursuant to this Agreement may be given to any one such Resident; (iv) no partial deposit would be refunded by Lessor if less than all Residents vacate the Premises; any refund of the deposit may be made to the last remaining Resident left in possession; (v) each Resident shall remain bound to all the terms and conditions of this Agreement until this Agreement is terminated, or unless a Resident is released by Lessor in Writing; (vi) it is the responsibility of multiple Residents to make arrangements between themselves as to deposits or other fees paid by them jointly to Lessor, if less than all such Residents vacate the premises without termination of this Agreement; and (vii) Lessor may make the refund of any amounts owing to Resident under this Agreement by joint check to the remaining Residents.
28. **TERMINATION.** The tenancy of Resident may be terminated by Lessor or Resident by the giving of written notice to the other party of the intention to terminate the tenancy at least thirty (30) days prior to the date of termination, pursuant to California Civil Code Section 1946. Rent is payable by Resident to Lessor for the entire thirty (30) days period prior to termination whether or not Resident vacates the Premises prior to the end of the period. Resident agrees to vacate the premises on or before 5:00 p.m. on the last day of the term. Any holding over thereafter shall result in Resident being liable to Lessor for "rental damages" at the rate of One Hundred and Fifty Percent (150%) of the rent specified in Section 4.
29. **PERSONAL PROPERTY.** In the event Resident fails to vacate the Premises upon termination of this Agreement or in the event Resident leaves personal possessions in or about the Premises after termination of the Agreement or vacating the Premises, Lessor shall have the right to remove all such property from the Premises and, at its option, store such property at Resident's sole cost and expense. Such property shall be liable to sale and execution without notice for any sums which may be owing by Resident to Lessor.
30. **BINDING ON SUCCESSORS.** The terms, covenants and conditions contained in this Agreement shall inure to the benefit of and shall be binding upon heirs, successors, executors, administrators, and assigns of all the parties.
31. **NOTICES.** All notices to be given to Resident may be delivered personally or by depositing the same in the United States mail, postage prepaid and addressed to Resident at the Premises, whether or not Resident has departed from, abandoned, or vacated the Premises unless Resident has given notice to Lessor of a new address, in which case notice shall be given to the new address. All notices to be given to Lessor may be delivered personally or deposited in the United States mail, postage prepaid, addressed to Lessor at the address given for the payment of rent. Notices shall be presumed delivered seventy-two (72) hours after postmarked, or upon personal delivery.
32. **WATERBEDS AND ANTENNA.** No waterbed or similar water-filled device shall be placed in or about the Premises without prior written consent of Lessor. If such consent is granted by Lessor the waterbed or device must be fully lined, and Resident agrees to maintain at all times adequate insurance insuring the Premises against damage from water, and Resident is to provide Lessor with a certificate of such insurance naming Lessor as an additional insured, and providing Lessor with thirty (30) days' prior written notice of cancellation or modification of such policy. Resident shall not install any antenna or other communication devices on the exterior of the Premises nor in the Common Area.
33. **MISCELLANEOUS.** Time is of the essence of this Agreement and of each provision of this Agreement. Words used in the singular shall include the plural where the context requires. All rights, powers, options, and remedies given or granted to Lessor by this Agreement, or by law, are cumulative, and no one of them is exclusive of another. If any provision of this Agreement is held by a court to be void or unenforceable, the other provisions shall remain in full force and effect.
34. **"MELAN'S LAW."** Notice: Pursuant to Section 29146 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at [www.ncssex offenders.ca.gov](http://www.ncssex offenders.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
35. **ENTIRE AGREEMENT.** There are no other terms, conditions, or agreements, expressed or implied, written or oral, between Resident and Lessor, their agents, or employees that extend, limit, or in any way modify the terms, covenants, and conditions of this Agreement. This Agreement may be amended, modified, or supplemented only in writing signed by both parties. Any purported oral amendments, modifications, or supplement is void.
35. **ADDITIONAL TERMS and CONDITIONS:** THE ADDENDA ATTACHED HERETO ARE MADE A PART HEREOF: Disclosure Pamphlet-Hazards of Lead Based Paint. Tenant is responsible for replacement of batteries for all battery equipped smoke detectors. New appliances supplied with the rental unit are the property of the landlord.
36. **NOTICE:** As required by law, you are hereby notified that your performance as a resident of this property may be reported to credit reporting agencies.

I/We have read, understand, and agree to all the terms contained in this Agreement.

P. Marquand  
Tenant

[Signature]  
By \_\_\_\_\_  
KREO, LLC-Lessor

HOME

MAIL

NEWS

FINANCE

SPORTS

ENTERTAINMENT

LIFE

SEARCH

SHOPPING

YAHOO! PLUS

More Upgrade Now

yahoo!mail

Find messages, documents, photos or people [Advanced](#) ▼

Doraliz

Home

Compose

← Back

↶

↷

➡

📁 Archive

📁 Move

🗑 Delete

🛡 Spam

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Inbox

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Unread

Starred

Drafts

10

Sent

Archive

Spam

Trash

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Views

Show

Folders

Hide

+ New Folder

105th

133rd

15th

166th

3rd St

Agent Exp

▼ Buyers

Norberta

Byron

Clara

Doraliz Home

DR RE

El Toro

Forestville

Harbour

JoAnn

Pegan Comm

Pleasant

Taxes Personal

University

Upland

● Light at the laundry room

Yahoo/Sent

☆

Doraliz Guizar

From: dr.realestate@yahoo.com

To: mg19772002@gmail.com

📄

🔗

Tue, Apr 30 at 11:40 AM

☆

Doraliz Reyes, Broker

Lic#01894624

Cell (510)362-8700

IMG\_0937.jpg

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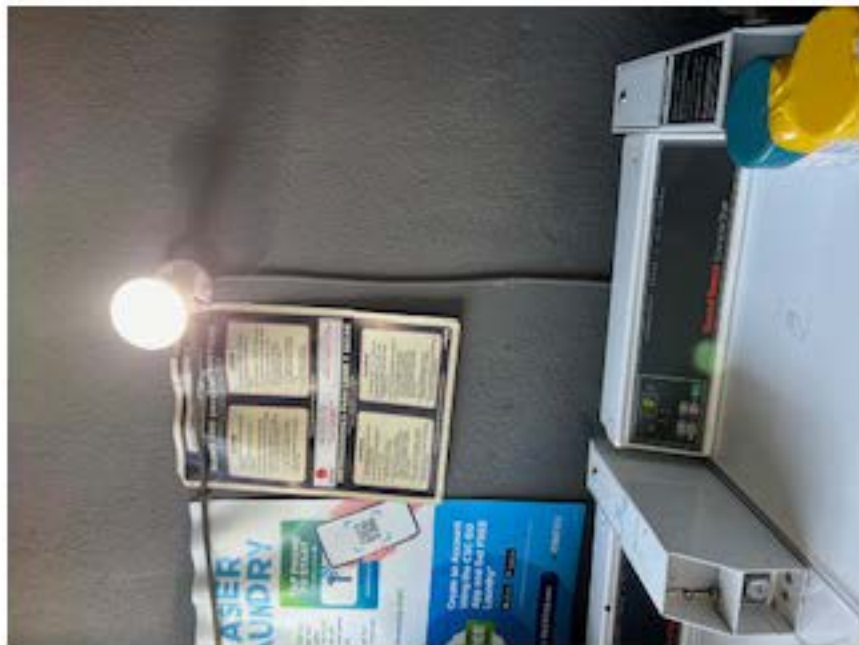
⋮

🗑

https://mail.yahoo.com/d/search/keyword=laundry%2520light/messages/57676

Page 1 of 2

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000095



## Re: Laundry room light

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From: Doraliz Guizar (dr.realestate@yahoo.com)

To: mg19772002@gmail.com

Date: Monday, April 29, 2024 at 03:21 PM PDT

---

Hello

I will review this complain again and confirm with William on what type of light was there. There is no order of the light ever been changed by us.

Sincerely

Doraliz Reyes, Broker  
Lic#01894624  
Cell (510)362-8700

> On Apr 26, 2024, at 6:31 PM, MARIELA SOFIA GONZALEZ ROBLES <[mg19772002@gmail.com](mailto:mg19772002@gmail.com)> wrote:  
>  
> Good afternoon, this is a former email to ask you to please reinstate the same services that we had before.  
>  
> Williams can testified that the light fixture in the laundry room was replaced with a different model, this one is not the right one and we can't use the laundry after 7:30 because the light is off or very soft light.  
>  
> I had taken several videos of the issue and I complained several times about this but you chose not to replace it with the original one, I talked to the city of Oakland and they said that this is decreased of services, I hope you can take care of this issue as soon as possible to avoid further liability.  
>  
> Thanks!

## Re: Laundry light

---

From: MARIELA SOFIA GONZALEZ ROBLES (mg19772002@gmail.com)

To: dr.realestate@yahoo.com

Date: Thursday, September 28, 2023 at 07:03 AM PDT

---

I did my laundry 2 times this week and the light never turn on, my sister and my nephew stayed on the phone while I was picking up my clothes in the dark. I did my laundry late last night and the light was still off. I will take a video for evidence I am tired of you always doubting my statements , If I say something is not working is because is not

...

On Thu, Sep 28, 2023 at 6:53 AM Doraliz Guizar <[dr.realestate@yahoo.com](mailto:dr.realestate@yahoo.com)> wrote:

The laundry room was checked on 9/20/2023 3 pm, the light worked perfectly and I confirmed with 2 other tenants.

Doraliz Reyes, Broker  
Lic#01894624  
Cell (510)362-8700

> On Sep 27, 2023, at 10:12 PM, MARIELA SOFIA GONZALEZ ROBLES <[mg19772002@gmail.com](mailto:mg19772002@gmail.com)> wrote:

>

> The light doesn't work, it supposed to be automatic and it used to turn on when it got dark , If I fall down doing my laundry I am going to hold the landlord responsible, I had told you about this and it hasn't been fix



## Re: Laundry light

---

From: Doraliz Guizar (dr.realestate@yahoo.com)

To: mg19772002@gmail.com

Date: Thursday, September 28, 2023 at 07:32 PM PDT

---

The light was not been changed by us. I have notify all tenants to leave the light on all the time.

Doraliz Reyes, Broker  
Lic#01894624  
Cell (510)362-8700

> On Sep 28, 2023, at 7:29 PM, MARIELA SOFIA GONZALEZ ROBLES <[mg19772002@gmail.com](mailto:mg19772002@gmail.com)> wrote:

>

> I just learned from William that the light now has a chain to turn the light on an off, this light used to turn on automatically, I can't reach the chain . Before chaining the light configuration you should had asked us if we were okay with it . The only way to reach the chain for me is by getting on top of the washer to reach it , can you see if is possible to change back to the original one ?

**WASHER AND DRYER INSTRUCTIONS**

**WASHER**

1. Load washer with laundry.
2. Select cycle and temperature.
3. Add detergent.
4. Start washer.
5. Do not overload washer.
6. Do not use bleach or fabric softener.
7. Do not use dryer if washer is not empty.
8. Do not use dryer if washer is not empty.

**DRYER**

1. Load dryer with laundry.
2. Select cycle and temperature.
3. Add dryer sheets.
4. Start dryer.
5. Do not overload dryer.
6. Do not use dryer if washer is not empty.
7. Do not use dryer if washer is not empty.
8. Do not use dryer if washer is not empty.

**INSTRUCCIONES PARA LAVAR Y SECAR**

**LAVAR**

1. Cargar la lavadora con la ropa.
2. Seleccionar el ciclo y la temperatura.
3. Agregar detergente.
4. Empezar a lavar.
5. No sobrecargar la lavadora.
6. No usar blanqueador ni suavizante.
7. No usar secadora si la lavadora no está vacía.
8. No usar secadora si la lavadora no está vacía.

**SECAR**

1. Cargar la secadora con la ropa.
2. Seleccionar el ciclo y la temperatura.
3. Agregar hojas para secadora.
4. Empezar a secar.
5. No sobrecargar la secadora.
6. No usar secadora si la lavadora no está vacía.
7. No usar secadora si la lavadora no está vacía.
8. No usar secadora si la lavadora no está vacía.



## 2629 pleasant st. Apt. F, Oakland

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From: Doraliz Guizar (dr.realestate@yahoo.com)

To: thanyathorn.ob@gmail.com

Date: Thursday, September 28, 2023 at 07:23 AM PDT

---

Hello gm!

Hope this message finds you well. I am sending a reminder to all tenants using the laundry room to please leave the light in the room on. I appreciate the thought of saving energy by turning off the light during the day time, however I received a complain from a tenant that they can't see and the light must be kept on all the time.

Ps, if the Clorox wipes ever run off please don't hesitate to let me know.

Sincerely

Doraliz Reyes, Broker  
DR Real Estate Inc

Doraliz Reyes, Broker  
Lic#01894624  
Cell (510)362-8700

---

On Aug 14, 2022, at 10:35 PM, Thanyathorn Obsuwan <thanyathorn.ob@gmail.com> wrote:

Hi Doraliz,

I don't think we can move in tomorrow because I saw many things didn't complete yet. There are miss cover plugs, bath line, plug for oven and fridge. I can't turn on one of kitchen cabinets (I think it stuck because of painting). And many stuff are still here. I attached the pictures with this email. So, Can you complete everything for me before Wednesday? I will move all of my stuff in on Thursday morning. Moreover, Can you let my neighbors move their stuff on balcony, please? I can't take my stuff to my room because it stuck with exercise stuff. Thank you so much.

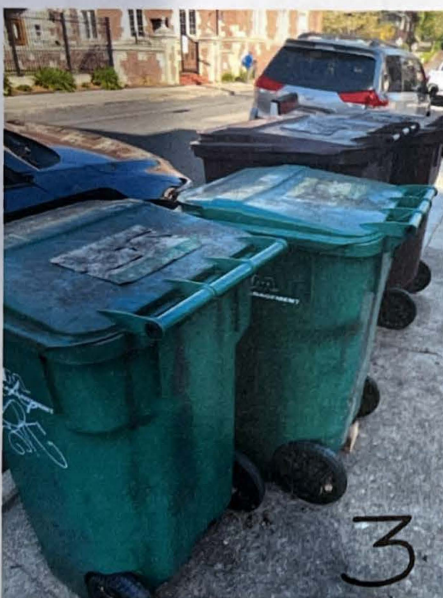
Best regards,  
Thanyathorn Obsuwan

On Sun, Aug 14, 2022, 7:14 AM Doraliz Guizar <[dr.realestate@yahoo.com](mailto:dr.realestate@yahoo.com)> wrote:

Gm, can you confirm you received my email regarding meeting the handyman Sunday at 4:30. Please call/text me if you have any question.

Doraliz Reyes, Broker





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**Roaches**

2 messages

---

**MARIELA SOFIA GONZALEZ ROBLES** <mg19772002@gmail.com>  
To: Doraliz Guizar <dr.realestate@yahoo.com>

Mon, May 9, 2022 at 10:06 AM

Please let me know if you are planning to send some one to spray the building and Units for roaches, this is an habitability issue and if you don't do anything about it I will because roaches reproduce very fast  
Thank you!

---

**Doraliz Guizar** <dr.realestate@yahoo.com>  
To: MARIELA SOFIA GONZALEZ ROBLES <mg19772002@gmail.com>

Mon, May 9, 2022 at 11:43 AM

We have contacted Terminex, I am waiting for an appointment so I can notify all tenants.

Doraliz Reyes, Broker  
Lic#01894624  
Cell (510)362-8700

> On May 9, 2022, at 10:06 AM, MARIELA SOFIA GONZALEZ ROBLES <mg19772002@gmail.com> wrote:

>

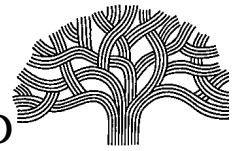
> Please let me know if you are planning to send some one to spray the building and Units for roaches, this is an habitability issue and if you don't do anything about it I will because roaches reproduce very fast

> Thank you!



$\frac{1}{4}$ "

6"



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

Housing and Community Development Department  
Rent Adjustment Program

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

## **DECISION PURSUANT TO AGREEMENT OF THE PARTIES**

**CASE NUMBER: T22-0126**

**CASE NAME: Gonzalez v. Iaccarino**

**PROPERTY ADDRESS: 2629 Pleasant Street, Unit C, Oakland CA**

### **SUMMARY OF PROCEEDINGS**

Mariela Sofia Gonzalez filed the instant petition on July 24, 2022, challenging a rent increase and claiming a number of decreased services. Pursuant to the Notice of Settlement Conference and Hearing, a Settlement Conference was held on February 8, 2023. On that date, appearances were made by Tenant Mariela Sofia Gonzalez, Property Manager Doraliz Reyes, and Owner John Iaccarino.

At the settlement conference, the parties reached a settlement. The terms of the agreement were read to the parties, and the parties stated that they understood the terms of the agreement, that they voluntarily agreed to the terms of the agreement, and that they waived their right to a hearing or appeal on the petition.

### **AGREEMENT OF THE PARTIES**

In settlement of the claim(s) raised in the petition, the parties agreed to the following:


1. The tenant's rent will be lowered back to a base rent of \$955.40 per month effective March 1, 2023. The owner will be allowed to raise the base rent as long as the owner complies with the current law effective March 1, 2024.
2. The tenant will be credited with the \$229.28 in extra rent that she has paid to the owner since July 2022. The tenant is allowed to deduct this amount from her March 2023 rent, and will pay a total of \$726.12 in rent for March 2023.
3. The owner will have the handyman for the property visit the tenant's unit on Friday February 10, 2023, at 4 pm, to assess the kitchen faucet and determine whether or not a new faucet is needed.
4. Pursuant to this agreement, Case T22-0126 is hereby closed.



## DECISION

The parties entered into the agreement voluntarily and, therefore, the agreement is adopted as the decision in this matter.

Date: February 8, 2023

  
\_\_\_\_\_  
Marguerita Fa-Kaji  
Hearing Officer  
Rent Adjustment Program

## TIMELINE

2/25/2022 Purchase property on 2629 Pleasant St Oakland

Original Garbage Containers: (2)90gal Garbage, (3) 20 gal green waste, NO Recycle Containers

3/1/2022 Notify tenants of issue with garbage collection because of over flow of waste and with change of ownership new law for Waste Management Effective Jan 1 2022, all multi units complex must have a Waste, Recycle and Green bin.

3/4/2022 New bins were deliver on premises for each unit (1) 20 gal Waste (1) 20 gal Recycle and (1) 20 gal Green bin.

3/4/2022 – 5/6/2022 We received several complains and threats from Mariela about the someone using her garbage containers.

3/15/2022 Mariela filed a city complain 2201440 for water pressure being insufficient in her unit.

3/1/22 – 5/1/22 Repairs were requested by tenant for unit. Tub was repair, water flow and clean out of bathroom and kitchen faucet. Mariela reply that this repairs were not enough for her to accept.

5/6/22 Containers were exchange to 1 yard bin for Waste, 2 yard bin Recycle and (2) 90 gal green bins.

5/6/22 Received request from Mariela regards a bug/roach that was seen in her unit. She requested all the building to be fumigated.

5/17/22 Terminex came to building and unit to make inspection. No fumigation was needed because they found no trace of infestation or pest in the property. No follow up was necessary as there was no treatment completed. Tenant asked unit to be baited anyway, so it was done.

5/19/22 1<sup>st</sup> rent increased sent to Mariela. Previous Rent Increase given by past owner was effective 2/1/2021 (over the 12 month period).

5/25/22 – 6/15/22 We had three different plumbers quote for only possible way to increase water flow was to replace all underground plumbing.

6/27/22 Plumber started working on crawl space for list of supply and work schedule.

6/30/22 Plumbing was paid to start job at unit.

7/6/22 Permit granted by city of Oakland for plumbing work needed.

7/6/22-7/15/22 Work was completed for crawl space plumbing replacement.

8/18/22 Final inspection pass for city of Oakland.

#### COMPLAIN HISTORY

3/15/22 Complain 2201440 from Unit C Pipes not working  
Landlord John Iaccarino Trust

8/2/20 Complain 2003175 from Unit C Landscape and Maintenance  
Landlord 2631 Pleasant (AJ Landlord)

10/26/18 Complain 1803909 from Unit C Wall Heater  
Landlord Hope Wealth LLC

01/13/15 Complain 1500142 from Unit C Window not working, and Carpet is worn out  
Landlord Hope Wealth LLC

07/31/14 Complain 1402939 from Unit C Windows Broken  
Landlord Hope Wealth LLC

3/15/12 Complain 1201055 from Unit C Smoke Detector and CO  
Landlord Kun Sam & Jeanne Makiko

## CITY OF OAKLAND



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

Department of Housing and Community Development  
Rent Adjustment Program

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

### **HEARING DECISION**

**CASE NUMBER/NAME:** T24-0078, Gonzales Robles v. Iaccarino

**PROPERTY ADDRESS:** 2629 Pleasant St., Unit #C, Oakland, CA

**DATE OF HEARING:** October 15, 2024

**DATE OF DECISION:** December 10, 2024

**APPEARANCES:** Mariela Gonzalez Robles, Tenant  
John Iaccarino, Owner  
Doraliz Reyes, Property Manager

### **SUMMARY OF DECISION**

The tenant's petition is denied.

### **CONTENTIONS OF THE PARTIES**

On June 5, 2024, the tenant filed a petition contesting a single rent increase and claiming decreased housing services relating to the building maintenance of common areas at the subject property.

The owner filed a response to the petition alleging that the rent increase is justified by banking and that the items raised in the tenant's petition have been timely addressed.

### **THE ISSUES**

1. Is the proposed rent increase justified by banking?
2. Have the tenant's housing services been decreased and, if so, by what amount?

## EVIDENCE

### Background

The tenant stated in her petition and testified at the hearing that she moved into her unit (Unit C) on January 2, 2008, at an initial rent of \$800.00 per month. She testified that she received the first notice of the existence of the Rent Adjustment Program (RAP Notice) in 2019 and again on April 13, 2024. The tenant's current rent is \$955.40 per month. She testified that she has paid this amount from about February of 2022.

The property manager and owner's representative, Doraliz Reyes, stated in the owner's response and testified at the hearing that the owner acquired the subject property on February 25, 2022, and it consists of a total of eight (8) residential units.

### Rent Increase

The contested rent increase proposed to increase the tenant's monthly rent from \$955.40 to \$1,027.00, effective July 1, 2024. The tenant testified that she has not paid the rent increase and continued to pay the monthly rent of \$955.40. She testified that the banking should not apply because she received rent increases from former owner before 2022 and remembered paying \$930.00 per month in 2021 before it was increased to her current rent of \$955.40 in 2022.

The property manager testified that the Rent Adjustment Program (RAP) representative assisted her in calculating the banking amount and that is how the amount of \$1,027.00 was calculated for the proposed rent increase. She believed the rent increase is justified by banking because the increased amount represented 7.5%, which was the maximum of three times of the current CPI amount as of July 1, 2024 (3 x 2.5%).

### Decreased Housing Services

The tenant identified several items as decreased housing services in her petition and testified at the hearing as follows:

Building Maintenance/Cleaning: The tenant testified that the common areas are dirty and not being cleaned well. The laundry light was not working so the room got dark when it got dark outside, and it limited the hours to do the laundry without the working light. The tenant testified that the light was repaired and is now working. She testified that the cleaning wipes used to be in the laundry room, supplied by the prior owner, and they are no longer provided.

The tenant testified that there are now more residents living in the building and not enough trash cans, the garbage overflows sometimes and it is all over the parking lot. She testified that the garbage cans are not put back right after they are emptied. She also testified that this issue has now been addressed.

The property manager testified that since the current owner acquired the building, he retained a cleaning crew service once a week to clean the common areas, including the laundry room. She testified that whenever she visits the building, she checks the laundry room and supplies the wipes. The property manager testified that when she receives a complaint, she responds. She testified that the only complaint relating to the building maintenance she received was about the broken light in the laundry room and she took care of it right after receiving the complaint by dispatching a repairman who fixed it.

As to the garbage, the property manager testified that she increased the size of the garbage containers and added the recycling containers so the garbage capacity at the building actually doubled in size. She testified that the cleaning crew also checks the area around the trash cans and in the parking area and picks up the trash if it is outside of the bins.

Pest Control: The tenant testified that the former owner provided a regular pest control service and this service is no longer provided since 2022 when the current owner acquired the building. She testified that some tenants have their own service because they are too busy and cannot be bothered with the services scheduled by the property manager.

The property manager testified that she received one complaint regarding pest control and hired Terminix. After three (3) months, the inspection did not reveal any more findings of pest. She testified that she would provide pest control again if it is needed but she understood from Terminix that it is not necessary to have regular pest control if there are no issues. She has not received any complaints regarding pests or requests for pest control after this complaint.

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

#### **Rent Increase/Banking**

Banking is a CPI-based rent increase that the owner delays, and which can be imposed at a later date. While the owners may bank up to ten (10) years of rent increases, no annual rent increase can exceed three times the current CPI. Banking CPI increases are allowed without RAP approval.<sup>1</sup>

The allowable banked CPI amount from August 1, 2023, through June 30, 2024, is 2.5%, and from July 1, 2024, through July 31, 2024, is also 2.5%.

In this case, it was undisputed that the tenant's initial rent was \$800.00 per month in 2008 and that the tenant has been paying \$955.40 per month when she received the contested monthly rent increase from \$955.40 to \$1,027.00, effective July 1, 2024.

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<sup>1</sup> O.M.C. §8.22.070B and RAP Regulations §8.22.070B

The attached RAP's Banking Calculator shows that the maximum allowable rent increase amount based on available banking is 7.5% (3 times the current rate as of 7/1/24 – 2.5%), which is up to \$1,027.03 per month. Therefore, the proposed rent increase to \$1,027.00 per month is valid and justified by banking.

Because the tenant did not pay the increase, she underpaid her rent by \$71.60 per month for five (5) months (July through November 2024, the hearing month), totaling \$358.00. This amount will be repaid in a form of a rent increase in four equal monthly installments as stated in the Order below.

### Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent<sup>2</sup> and may be corrected by a rent adjustment.<sup>3</sup> However, to justify a rent decrease, a decrease in housing services must be the loss of a service that seriously affects the habitability<sup>4</sup> of a unit or one that was provided at the beginning of the tenancy and is no longer being provided,<sup>5</sup> or one that was contracted between the parties.

The tenant has the burden of proving decreased housing services by a preponderance of the evidence, and must establish that she has given the owner notice of the problem and the opportunity to correct the problem before she is entitled to a relief.<sup>6</sup>

Building Maintenance/Cleaning: One tenant's dissatisfaction about the building maintenance and the level of cleaning of the common areas does not seriously affect the habitability of the tenant's unit and does not warrant a rent reduction. Additionally, the owner responded and repaired the light in the laundry room, provides weekly cleaning service, increased the garbage cans sizes and added recycling bins. The tenant did not satisfy her burden of proof. Therefore, this claim is denied.

Pest Control: The property manager responded to the complaint and provided pest control services until there was no finding of any pest. Therefore, this claim is denied.

### ORDER

1. Tenant Petition T24-0078 is denied.
2. The rent increase is justified by banking and the tenant's new base rent is \$1,027.00 per month, effective July 1, 2024.

<sup>2</sup> Oakland Municipal Code (O.M.C.) §8.22.070(F)

<sup>3</sup> O.M.C. §8.22.110(E)

<sup>4</sup> Green v. Superior Court (1974) 10 Cal.3d 616, 637

<sup>5</sup> Ocean Park Associates v. Santa Monica Rent Control Bd (2004) 114 Cal.App.4th 1050, 1069 (loss of existing amenities justifies reduction in rent)

<sup>6</sup> Hearing Decision T11-0191, Howard v. Smith (2012)



# CITY OF OAKLAND



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

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

HOVER OVER CELL FOR INSTRUCTIONS

INPUT IN YELLOW CELLS ONLY

## CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	2-Jan-2008	Case No.: T24-0078
Effective date of increase	1-Jul-2024	Unit: C
Current base rent (before increase and without any prior cap. improve pass-throughs)	\$955.40	
Is there a continuing cap. imp. pass-through?	\$0.00	
Date calculation begins	7/1/2013	
Base rent when calc. begins	\$930.00	

## ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return Increase	Increased Housing Serv. Costs Increase	Base Rent Reduction	Annual CPI Percentage	Allowable CPI Increase	Rent Ceiling
7/1/2024				2.5%	\$29.55	\$1,211.70
7/1/2023				3.0%	\$34.43	\$1,182.15
7/1/2022				1.9%	\$21.40	\$1,147.71
7/1/2021				1.9%	\$21.00	\$1,126.31
7/1/2020				2.7%	\$29.06	\$1,105.31
7/1/2019				3.5%	\$36.40	\$1,076.25
7/1/2018				3.4%	\$34.19	\$1,039.86
7/1/2017				2.3%	\$22.61	\$1,005.67
7/1/2016				2.0%	\$19.28	\$983.06
7/1/2015				1.7%	\$16.11	\$963.78
7/1/2014				1.9%	\$17.67	\$947.67
7/1/2013				-	-	\$930

## Calculation of Limit on Increase

Current base rent	\$955.40
Maximum percentage Increase	7.5%
Ceiling on allowable increase - dollar amount	\$71.66
Allowable Percentage CPI increase this year	2.5%
Allowable Increase Based on CPI - Dollar Amount	\$23.89
Banked Amount	\$232.41
Sum of Banking amount and current CPI	\$256.30
Total Allowable Increase- the smaller of "ceiling on allowable increase" and "sum of banking and current CPI"	\$71.66
Prior capital improvements recovery	\$0.00
Rent ceiling w/o other new increases	\$1,027.06

## OWNER FILL IN:

Banking Dollar Amount	CPI Dollar Amount	Total Increase

## Notes:

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

000112

3. The tenant's underpayment of rent totals \$358.00. This amount will be added to the tenant's monthly rent in four (4) equal monthly installments in the amount of \$89.50. For the next four (4) months, the tenant's rent will be \$1,116.50 per month (\$1,027.00 + \$89.50). After four (4) months, the tenant's rent will decrease by \$89.50, to the monthly base rent of \$1,027.00.

3. The claims for decreased housing services are denied.

Right to Appeal: This is the final decision of the RAP staff. Any party may appeal by filing a completed RAP appeal form, which must be received within 20 days after service of this decision. The date of service is shown on the attached Proof of Service.

Dated: December 10, 2024

*Linda Moroz*

---

Linda M. Moroz  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number: T24-0078**

**Case Name: Gonzalez Robles v. Iaccarino**

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

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

**Documents Included**

Hearing Decision

**Manager**

Doraliz Guizar  
DR. Real Estate, Inc  
10209 MACARTHUR BLVD  
OAKLAND, CA 94605

**Owner**

John Iaccarino  
533 Airport Blvd Suite 400  
BURLINGAME, CA 94010

**Tenant**

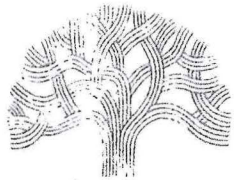
MARIELA SOFIA GONZALEZ ROBLES  
2629 Pleasant Street Unit C  
Oakland, CA 94602

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 10, 2024** in Oakland, California.



Teresa Brown-Morris  
Oakland Rent Adjustment Program



CITY OF OAKLAND

CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM250 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**

DEC 26 2024

OAKLAND RENT  
ADJUSTMENT PROGRAM**APPEAL**

Appellant's Name <i>Maniela S. Gonzalez Padden</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>2629 Pleasant St #c Oakland CA 94602</i>			
Appellant's Mailing Address (For receipt of notices) <i>2629 Pleasant St #c Oakland CA 94602</i>		Case Number <i>T24-0078</i>	
		Date of Decision appealed <i>December 10, 2024</i>	
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.)* *On November 14th, 2024 Hearing officer dismissed owner's petition of landlord's rent increased.*
  - 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.)*

- 2
- 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: 15 documents (previous Hearing) (insert name of document served)

☐ And Additional Documents

proofwork + proof of service

and (write number of attached pages) 15 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>	Dorlitz Reyes representative of John Iaccanno
<b>Address</b>	10209 MacArthur Blvd.
<b>City, State Zip</b>	Oakland CA 94605
<b>Email Address</b>	dr.realestate@yahoo.com
<b>Name</b>	Hearing Davis Offices (city on Oakland)
<b>Address</b>	250 Frank H. Ogawa Plaza Suite #5313
<b>City, State Zip</b>	Oakland CA <del>94612</del> 94612


3

Email Address

mgla772002@gmail.com

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 12/23/2024 (insert date served).

Manela S. Gonzalez Robles  
PRINT YOUR NAME

  
SIGNATURE

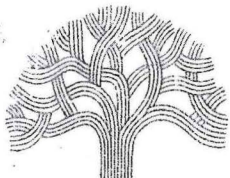
12/23/2024  
DATE

**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.





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**

**DEC 26 2024**

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 of Hearing decision T24-0078  
(insert name of document served)

☐ And Additional Documents

and (write number of attached pages) 15 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	Doraliz Reyes representative of John Iaccavino
Address	10209 McArthur Blvd.
City, State, Zip	Oakland CA <del>94605</del> 94605



5

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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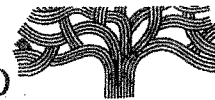
To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page.

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 12/23/2024 (insert date served).

Manda S Gonzalez Robles  
PRINT YOUR NAME

[Signature]  
SIGNATURE

12/23/2024  
DATE



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

Housing and Community Development Department  
Rent Adjustment Program

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

## **HEARING DECISION**

**CASE NUMBERS:** L24-0037, L24-0038, L24-0039

**CASE NAME:** Iaccarino v. Tenants

**PROPERTY ADDRESSES:** 2629 Pleasant Street, Unit C and Unit E; 2631 Pleasant Street, Oakland, California

**DATES OF HEARING:** August 6 and 14, 2024

**DATE OF DECISION:** November 19, 2024

**APPEARANCES:** John Iaccarino, Owner  
Doraliz Reyes, Owner Representative  
Mariela Gonzalez, Tenant, 2629 Pleasant Street, Unit C  
Benjamin Jumawan, Tenant, 2629 Pleasant Street, Unit E  
William Bauer, Tenant, 2631 Pleasant Street

## **SUMMARY OF DECISION**

The property owner's petitions are dismissed.

## **PROCEDURAL HISTORY**

The owner filed *Property Owner Petitions for Approval of Rent Increase (Petitions)* on June 11, 2024, seeking approval to increase the rent on the subject property, an eight-unit residential building, based on building-wide capital improvement projects, unit-specific capital improvement projects, uninsured repair costs, and increased housing service costs.

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The *Petition*, case number L24-0037, named Mariela Gonzalez as the tenant in 2629 Pleasant Street, Unit C. The *Petition*, case number L24-0038, named Benjamin Jumawan as the tenant in 2629 Pleasant Street, Unit E. The *Petition*, case number L24-0039, named William Bauer as the tenant in 2631 Pleasant Street. The tenants had until July 12, 2024, to submit a timely *Tenant Response* to their respective *Petition*. The tenants filed *Tenant Responses to Owner Petition for Approval of Rent Increases (Responses)* on July 31, 2024, August 1, 2024, July 24, 2024, respectively, and appeared for the Hearing.

The *Petition* and *Responses* were signed under penalty of perjury. The parties had until July 30, 2024, to submit additional documents for their respective cases.

After the Hearing in this case was held, the Hearing Officer became unavailable. Therefore, the case was reassigned to the undersigned Hearing Officer, who conducted a full review of the record, including the documents submitted by the parties, as well as recordings of the Hearings.

### **THE ISSUES**

1. Was there good cause for the late filing of the *Tenant Responses to Owner Petition for Approval of Rent Increases*?
2. Did the owner pay the Rent Program Service fees owed for the residential units?
3. Did the owner timely register with the City of Oakland Rent Adjustment Program Rent Registry?

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

#### **1. Was there good cause for the late filing of the *Tenant Responses to Owner Petition for Approval of Rent Increases*?**

A tenant response to an owner petition must be filed within 35 days<sup>1</sup> from the date the owner petition is initially served on the tenant, unless there is good cause for the failure to timely file.<sup>2</sup> Failure to file a timely response limits the respondent's participation in the Hearing to cross-examination and summation.<sup>3</sup>

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<sup>1</sup> While the law specifies that the *Tenant Response* must be filed within 30 days, an extra 5 days is added because the *Owner Petitions* are mailed to the tenants.

<sup>2</sup> Oakland Mun. Code (O.M.C.) Section (§) 8.22.090(A)(5).

<sup>3</sup> *Santiago v. Vega*, Case No. T02-0404.

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Tenant Gonzalez filed a *Response* 19 days<sup>4</sup> after the deadline stated in the *Notice to Tenants of Property Owner Petition (Notice)*.<sup>5</sup> Tenant Jumawan filed a *Response* 20 days<sup>6</sup> after the deadline stated in the *Notice*. Tenant Bauer filed a *Response* 12 days<sup>7</sup> after the deadline stated in the *Notice*. The tenants collectively testified that they believed the deadline was 35 days after the City of Oakland's Rent Adjustment Program mailed the *Notice of Remote Settlement Conference and Hearing* and not the mailing of the *Tenant Petition and Notice*. Further, the owner objected to the late filing of their *Responses*. The Hearing Officer present for the Hearing determined that the tenants filed their *Responses* late and did not have good cause for the late filings, therefore, the tenants could only cross-examine the owner and the owner representative, and give closing remarks.

## **2. Did the owner pay the Rent Program Service fees owed for the residential units?**

In order for an owner to file a petition seeking a rent increase, the owner must provide the following: a) Evidence of possession of a current city business license; b) Evidence of payment of the Rent Adjustment Program service fees; c) Evidence that the *Notice to Tenants of the Residential Rent Adjustment Program*<sup>8</sup> in three languages – English, Spanish, Chinese – was provided to the tenants subject to the *Petitions*; d) Evidence of registration for all affected cover units with the Rent Registry.<sup>9</sup>

The three *Petitions* indicated that the Oakland Business Tax (BT) and Rent Adjustment Program Service Fees (RAP Fees) had been paid. Subsequently, the Owner provided documentation indicating that the BT had been paid and RAP Fees had been paid for only six (6) residential rental units. The petition completed under penalty of perjury indicated that the subject property contained eight (8) residential units.

In order for an owner to file a *Petition*, the owner must provide the following: Evidence of payment of the Rent Adjustment Program service fee or evidence of exemption from the fee.<sup>10</sup> No exemption evidence was provided for the two (2) remaining units. The owner provided evidence that he only paid the fees for six (6) units and not for eight (8) units. Therefore, the owner did not pay the RAP fees for eight (8) units, and the *Petitions* are dismissed.

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<sup>4</sup> July 31, 2024.

<sup>5</sup> This *Notice* was mailed to the tenants on June 7, 2024.

<sup>6</sup> August 1, 2024.

<sup>7</sup> July 24, 2024.

<sup>8</sup> Written notice of the existence and scope of the Rent Adjustment Program.

<sup>9</sup> O.M.C. § 8.22.090(B).

<sup>10</sup> O.M.C. § 8.22.090(B)(1)(b).

### 3. Did the owner timely register with the City of Oakland Rent Adjustment Program Rent Registry?

The owner indicated on the *Petitions* that all affected cover units were registered with the Rent Registry on June 6, 2024. Subsequently, the Owner provided documentation indicating that the number of units submitted to the Rent Registry differs from the number of units reflected by the Alameda County Assessor's Office for the property. Again, the petition completed under penalty of perjury indicated that the subject property contained eight (8) units.

After July 1, 2023, in order for an owner to file a *Petition*, the owner must provide the following: Evidence of registration with the Rent Adjustment Program as provided in O.M.C. Section 8.22.510.<sup>11</sup> More specifically, O.M.C. Section 8.22.510(B) codifies the deadline:

For 2023, rental property owners shall complete and submit to the City the registration form on or before July 1, 2023. For 2024, rental property owners shall complete and submit to the City the registration form on or before July 1, 2024.

For 2023, the owner did not complete and submit registration to the Rent Registry. There is no information in the Rent Registry for 2629 Pleasant Street or 2631 Pleasant Street for the 2023 registration year. For 2024, the owner did not complete the registration to the Rent Registry. The owner submitted registration for only seven (7) units out of eight (8) units as of June 6, 2024. The status of the property the owner submitted to the Rent Registry is in "Unit Discrepancy" status and not in "Registration Completed" status. Therefore, the owner did not complete and submit to the City the registration either on or before July 1, 2023 or July 1, 2024, and the *Petitions* are dismissed for this reason as well.

### General Filing Problems

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* in three languages: English, Spanish, and Chinese at the start of a tenancy<sup>12</sup> and a *RAP Notice* with any notice of rent increase or change in the terms of a tenancy.<sup>13</sup> The owner has the burden of providing evidence and proving service of the *RAP Notice*.

The three *Petitions* indicated that the owner served the tenants the *RAP Notices* on January 10, 2023. The *Petitions* state in italics: "*If RAP Notice was first provided on or after September 21, 2016, RAP Notice must be provided in English, Spanish, and Chinese.*" Subsequently, the Owner provided documentation indicating the tenant in 2629 Pleasant Street, Unit C received the *RAP Notices* in English and Spanish on April 15, 2024. No evidence was submitted that *RAP Notices* in Chinese were served on the tenant. The Owner provided documentation indicating the tenant in 2629 Pleasant Street, Unit E received the *RAP Notices* in English and Spanish on April 15, 2024. No evidence was submitted that *RAP Notices* in Chinese

<sup>11</sup> O.M.C. § 8.22.090(B)(1)(c)(ii).

<sup>12</sup> O.M.C. § 8.22.060(A)(2) and Rent Adjustment Program Regulations (Regulations) § 8.22.060(A).

<sup>13</sup> O.M.C. § 8.22.070(H)(1).

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were served on the tenant. The Owner did not provide evidence of the first signed and dated copy of the *RAP Notices*, in three languages, served on the tenant in 2631 Pleasant Street.

In order for an owner to file a *Petition*, the owner must serve a written notice of the existence and scope of the Rent Adjustment Program on the tenant in each affected covered unit in the building.<sup>14</sup> The owner provided evidence that he only served the English and Spanish *RAP Notices* on 2629 Pleasant Street, Unit C and Unit E. Therefore, the owner did not meet his burden of showing that he served the *RAP Notices* in three languages on the tenants in 2629 Pleasant Street, Unit C and Unit E. The owner also did not meet his burden of showing that he served the *RAP Notice* in three languages on the tenant in 2631 Pleasant Street.

A rent increase in excess of the CPI Rent Adjustment may be justified by capital improvement costs.<sup>15</sup> Capital improvements 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."<sup>16</sup> Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.<sup>17</sup> In order for a capital improvement to be allowed, the improvement must primarily benefit the tenants rather than the owner.<sup>18</sup> Additionally, the improvements must have been completed and paid for within 24 months prior to the date the owner files a petition.<sup>19</sup> Again, an owner has the burden of proving every element of his/her case by a preponderance of the evidence.

The owner, in the three individual *Petitions*, petitioned for capital improvement rent increase pass-throughs for sewer lateral. Subsequently, the Owner provided documentation indicating that the sewer lateral was a project completed in 2020. The filing for a capital improvement rent increase on the sewer lateral project is two years late and the statute of limitation has tolled.

In order for an owner to file a *Petition*, the owner must provide organized documentation supporting the owner's claimed justifications for the rent increases. The Ordinance is clear in what an Owner must provide for capital improvement projects, uninsured repair costs, and increased housing service costs. The owner failed to provide a Capital Improvement Rent Increase Calculator, documentation of improvement costs with proof of payment for increased housing service costs,<sup>20</sup> and the entire annual operating expenses for the previous two years.<sup>21</sup>

The owner is encouraged to thoroughly collect and organize his documentation, and refile his petitions as a single petition for the entire property.

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<sup>14</sup> O.M.C. § 8.22.090(B)(1)(c)(i).

<sup>15</sup> O.M.C., § 8.22.070 (C)(1)(a).

<sup>16</sup> Regulations, Appendix A, § 10.2.

<sup>17</sup> Regulations, Appendix A, § 10.2.2 (4)(e).

<sup>18</sup> Regulations, Appendix A, §§ 10.2 and 10.2.2(1).

<sup>19</sup> Regulations, Appendix A, § 10.2.1.

<sup>20</sup> Regulations § 8.22.070(C)(a)(6).

<sup>21</sup> Regulations § 8.22.070(C)(b).



**ORDER**

Petitions L24-0037, L24-0038, and L24-0039 are dismissed.

**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 form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of this decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: November 19, 2024



Susan Ma  
Hearing Officer  
Rent Adjustment Program

13

**PROOF OF SERVICE**

**Case Number: L24-0037, L24-0038, L24-0039**

**Case Name: Iaccarino v. Tenant**

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

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

**Documents Included**

Hearing Decision

**Owner**

John Iaccarino  
10209 MacArthur Blvd  
Oakland, CA 94605

**Owner Representative**

Doraliz Reyes  
Dr Real Estate Inc.  
10209 MacArthur Blvd.  
Oakland, CA 94605

**Tenant**

Katheleen Romero  
2631 Pleasant Street  
Oakland, CA 94602

**Tenant**

William A Bauer  
2631 Pleasant Street  
Oakland, CA 94602

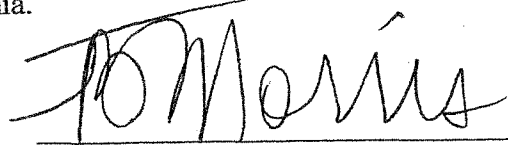
**Tenant**

Mariela Gonzalez  
2631 Pleasant Street  
Oakland, CA 94602

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 19, 2024** in Oakland, California.

A handwritten signature in black ink, appearing to read 'T Brown-Morris', written over a horizontal line.

Teresa Brown-Morris  
Oakland Rent Adjustment Program

I am writing this letter because I believe the city make a mistake on the decision on the case T24-0078 because this is inconsistent with the decision issued by other hearing officer on this case already.

On August 6th and 14th we had a hearing because the owner wanted to raise the rent, I just got the notice that the city dismissed the owners petition. CASE NUMBER L24-0037, L24,0038, L24-0039 is very disappointed to know that there is 2 different decisions, when the facts are the same.

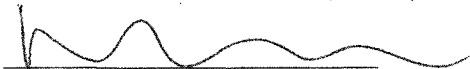
I only submitted the requested to contest the rent increased base on decrease of services because I was advise from the city to do so. I wish since the begining I was given the correct information.

All of us here in the building can testified that the owner has not taken care of the property and they lied in the hearing when they stated that they had repair the roof among other things when we have people fixing the roof as we speak, all of us can testified that there is several decreased of services and I can't believe that the city is letting the property onwer waste time and money with all these hearings.

It clear that since the begining they didn't submit the correct paperwork and this is why the case was dismissed.

I hope you can help me with this matter.

Mariela S Gonzalez Robles , 2629 pleasant st #c, Okland ca 94602



December 23, 2024

## CHRONOLOGICAL CASE REPORT

Case No.: L24-0002

Case Name: University President Associates LP v. Tenants

Property Address: 366 Bellevue Avenue Oakland, CA 94610

Parties: University President Associates LP (Owner)  
Evan Darragh (Owner Representative)  
Sheila Ehsan (Owner Representative)  
A. Vaughan (Tenant-Apt.104)  
J. Smith (Tenant-Apt.105)  
S. Su (Tenant- Apt. 107)  
V. Gambrell (Tenant- Apt. 201)  
Yeh-Feng Hwang (Tenant- Apt. 207)  
J. Robinson (Tenant- Apt. 208)  
C. Zepeda (Tenant- Apt. 302)  
M. Seyoun & Y. Kiflai (Tenant- Apt. 303)  
G. Desybelew (Tenant- Apt. 305)

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	December 6, 2023
S. Su (Tenant- Apt. 107) Response	January 2, 2024
Yeh-Feng Hwang (Tenant- Apt. 207) Response	January 2, 2024
J. Smith (Tenant-Apt.105) Response	January 8, 2024

A. Vaughan (Tenant-Apt.104) Response      January 11, 2024

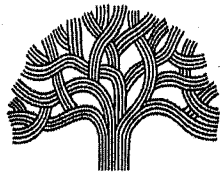
Owner Submitted proof of POS to Apt. 303      February 5, 2024

M. Seyoun & Y. Kiflai (Tenant- Apt. 303) Response      February 9, 2024

Hearing Decision Mailed      July 30, 2024

All 9 Tenants Submitted Appeals      August 19, 2024

L24-0002 MA/RC



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**

DEC -6 2023

**RENT ADJUSTMENT PROGRAM**  
**OAKLAND**

## PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE

**Please fill out this form as completely as you can.** Rent increases based on anything other than the annual allowable CPI rate or banking must first be approved by the Rent Adjustment Program ("RAP") after a hearing. Failure to provide the required information may result in your petition being rejected or delayed. See the last pages of this petition packet ("Important Information Regarding Filing Your Petition") or the RAP website for more information. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING.** To make an appointment email [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov).

### Rental Unit Information

366 Bellevue Avenue 19 Units on  
 Street Number Street Name petition Unit Number Oakland, CA 94610  
 Zip Code

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

Type of unit(s) (check one): ☐ Single family home ☐ Condominium ☒ Apartment, room, or live-work  
 Number of units on property: 26  
 Date acquired property: 07/26/2018

Case number(s) of any relevant prior Rent Adjustment case(s): L23-0043

### Property Owner Information

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
 Company/LLC/LP (if applicable): University President Associates LP  
 Mailing address: 1717 Powell St. Suite 300 San Francisco, CA 94133  
 Primary Telephone: (415) 773-0825 Other Telephone: \_\_\_\_\_ Email: evan@flynninv.com

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

Evan Darragh Flynn Investments Inc.  
 First Name Last Name Firm/Organization (if any)  
 Mailing Address: 1717 Powell St. Suite 300 San Francisco, CA 94133  
 Phone Number: (415) 773-0825 Email: evan@flynninv.com



## 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")	Attach proof of payment of the current year's RAP Fee for the subject property.
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	<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 checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>Move in date</u>.  <small>Proof of service for RAP Notices provided on 8/25/2023 included in petition.</small></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 petition applies to multiple tenants, please provide this information on a separate sheet for each tenant.</small></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 Appendix A of the Rent Adjustment Program Regulations at: <https://cao-94612.s3.amazonaws.com/documents/oak062857.pdf>.

Grounds	Description	Requirements
<input checked="" type="checkbox"/> <b>Capital Improvements</b>	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 Appendix A of the Regulations).	<ul style="list-style-type: none"> <li>✓ Improvements meet the description of capital improvements set forth in Appendix A of 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, 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>	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.	<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 checked="" 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.</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.</li> </ul>
<input checked="" 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 checked="" 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 conjunction with petitions based on other grounds/justifications.</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> <li>✓ <b>Attach</b> documentation of tenant's rental history including proof of current rent amount and all other information requested by Worksheet D.</li> </ul>
<input checked="" type="checkbox"/> <b>Additional Occupant(s)</b>	<p><i>Allows a rent increase in an amount up to 5% for additional occupants above the base occupancy level. Does not apply to certain additional occupants who are covered family members, legal guardians, and/or caretakers/attendants of existing tenants/occupants. See O.M.C. § 8.22.020 for more details.</i></p>	<ul style="list-style-type: none"> <li>✓ Total number of occupants has increased above the base occupancy level as defined by O.M.C. § 8.22.020.</li> <li>✓ Additional occupant(s) not exempted from increase due to relationship with existing tenant/occupant.</li> <li>✓ <b>Attach</b> documentation demonstrating base occupancy level and the addition of non-exempt occupant(s).</li> </ul>

# **WORKSHEET A** **CAPITAL IMPROVEMENTS AND UNINSURED REPAIR COSTS**

**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.**

Total number of residential units in building* <u>26</u>	For mixed-use buildings, provide:	Residential sq. ft. _____
*Including any vacant and owner/manager-occupied units		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
Exterior Painting	1/17/2023	2/9/2023	4/20/2023	\$68,587.00
<b>SUBTOTAL:</b>				<b>\$68,587.00</b>

## **UNIT-SPECIFIC CAPITAL IMPROVEMENTS**

CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs
<b>SUBTOTAL:</b>					



## WORKSHEET B INCREASED HOUSING SERVICE COSTS

**Owners who submit petitions based on Increased Housing Service 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. Calculations should be based on the entire subject premises.

	YEAR 1 (two years ago) From: _____ to _____ (mm/dd/yy) (mm/dd/yy)	YEAR 2 (last year) From: _____ to _____ (mm/dd/yy) (mm/dd/yy)
<b>INCOME</b>		
Rents	\$ _____	\$ _____
Parking	\$ _____	\$ _____
Laundry Income	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____
Total:	\$ _____	\$ _____
<b>EXPENSES</b>		
Garbage	\$ _____	\$ _____
Water/Sewer	\$ _____	\$ _____
Electricity/Gas	\$ _____	\$ _____
Insurance	\$ _____	\$ _____
Repairs and Maintenance	\$ _____	\$ _____
Pest Control	\$ _____	\$ _____
Laundry Expenses	\$ _____	\$ _____
Parking	\$ _____	\$ _____
Elevator Service	\$ _____	\$ _____
Security	\$ _____	\$ _____
Furnishings	\$ _____	\$ _____
Property Taxes	\$ _____	\$ _____
Business License	\$ _____	\$ _____
Management Expenses	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____
Total:	\$ _____	\$ _____

## WORKSHEET C: FAIR RETURN

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

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

## WORKSHEET D: BANKING

**Petitions based on Banking must include the below information.** List each tenant for whom you are seeking an increase. Attach all documents which support the dates and amounts shown in the chart. "Current Pass-Through Amount" refers to any capital improvement pass-through currently being paid by the tenant.

TENANT NAME	UNIT #	MOVE-IN DATE (mm/dd/yy)	RENT AT MOVE-IN	RENT 11 YEARS AGO (If tenant has lived in unit > 11 years)	CURRENT RENT	CURRENT PASS- THROUGH AMOUNT (If any)

## 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.).

TENANT NAME	ADDRESS (include unit #)	EMAIL ADDRESS	PHONE NUMBER	CURRENT RENT	TYPE OF INCREASE(S) SOUGHT
Paolo Rose	366 Bellevue Avenue Unit 101 Oakland, CA 94610		510-520-2735	\$1,465.25	Capital Improvement
Alexandre Glenard	366 Bellevue Avenue Unit 103 Oakland, CA 94610		415-635-1450	\$1,901.20	Capital Improvement
Allen Vaughan	366 Bellevue Avenue Unit 104 Oakland, CA 94610		510-978-3249	\$1,373.41	Capital Improvement
Joyce Smith	366 Bellevue Avenue Unit 105 Oakland, CA 94610		510-981-9353	\$1,343.13	Capital Improvement
Sunfun Su	366 Bellevue Avenue Unit 107 Oakland, CA 94610		510-834-8534	\$920.59	Capital Improvement
Victoria Gambrell	366 Bellevue Avenue Unit 201 Oakland, CA 94610		510-593-8266	\$1,256.86	Capital Improvement
Jonathan Bywater	366 Bellevue Avenue Unit 202 Oakland, CA 94610		617-797-2844	\$2,395.00	Capital Improvement
Liya Tesfamicheal	366 Bellevue Avenue Unit 205 Oakland, CA 94610		510-435-8585	\$2,307.10	Capital Improvement
Yeh Hwang	366 Bellevue Avenue Unit 207 Oakland, CA 94610		510-499-8652	\$934.16	Capital Improvement
Joale Robinso	366 Bellevue Avenue Unit 208 Oakland, CA 94610		415-573-7180	\$1,090.63	Capital Improvement
Abraham Hagos	366 Bellevue Avenue Unit 301 Oakland, CA 94610		510-393-1529	\$1,619.15	Capital Improvement



## 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.).

TENANT NAME	ADDRESS (include unit #)	EMAIL ADDRESS	PHONE NUMBER	CURRENT RENT	TYPE OF INCREASE(S) SOUGHT
Calos Zepeda	366 Bellevue Avenue Unit 302 Oakland, CA 94610		510-367-6125	\$1,500.70	Capital Improvement
Mekonnen Seyoum	366 Bellevue Avenue Unit 303 Oakland, CA 94610		510-227-4445	\$1,848.92	Capital Improvement
Barbara Pemberton	366 Bellevue Avenue Unit 304 Oakland, CA 94610		510-385-7469	\$1,329.48	Capital Improvement
Getachew Desybelew	366 Bellevue Avenue Unit 305 Oakland, CA 94610		510-499-6972	\$1,766.68	Capital Improvement
Angel Mateo	366 Bellevue Avenue Unit 306 Oakland, CA 94610		510-274-0809	\$1,284.85	Capital Improvement
Andrew Gaubatz	366 Bellevue Avenue Unit 307 Oakland, CA 94610		757-383-1065	\$1,482.04	Capital Improvement
Rebecca Elsbeth Grayzel	366 Bellevue Avenue Unit 308 Oakland, CA 94610		732-718-1829	\$2,266.00	Capital Improvement
Carolyn Clarke	366 Bellevue Avenue Unit 401 Oakland, CA 94610		561-843-4305	\$3,995.00	Capital Improvement

**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 Signature12/06/2023  
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 send you documents related to your case electronically. If all parties agree to electronic service, the RAP will send certain documents only electronically and not by first class mail.

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

**MEDIATION PROGRAM**

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

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

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

\_\_\_\_\_  
Property Owner'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 (普通話)  
☐ Other: \_\_\_\_\_

**-END OF PETITION-**



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

## NOTICE TO TENANTS OF OWNER PETITION

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

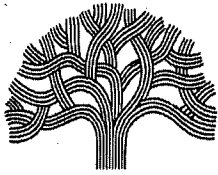
If you are receiving this NOTICE together with a completed PROPERTY OWNER PETITION form, it means that the owner of your unit has filed a case against you with the Oakland Rent Adjustment Program ("RAP") (commonly referred to as the "Rent Board").

- **YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).**
- **TO RESPOND:**
  - 1) Complete a **TENANT RESPONSE** form found on the RAP website.  
(<https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program>)
  - 2) Serve a copy of your **TENANT RESPONSE** form on the owner (or the owner's representative) by mail or personal delivery.
  - 3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available as a stand-alone document) and provide a copy to the owner (or owner's representative) together with your **TENANT RESPONSE** form.
  - 4) Submit your **TENANT RESPONSE** form and completed **PROOF OF SERVICE\*** form to RAP through RAP's online portal, via email, or by mail.

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

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

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



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

**RECEIVED**

**DEC -6 2023**

RENT ADJUSTMENT PROGRAM

OAKLAND

**PROOF OF SERVICE**

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

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a 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.**

1. PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE
2. NOTICE TO TENANTS OF PROPERTY OWNER PETITION

I served a copy of:

(insert name of document served)

☒ **And Additional Documents**

and (write number of attached pages) 2 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	Paolo Rose
Address	366 Bellevue Avenue Unit 101
City, State, Zip	Oakland, CA 94610

Name	Alexandre Glenard
Address	366 Bellevue Avenue Unit 103
City, State, Zip	Oakland, CA 94610

Name	Allen Vaughan
Address	366 Bellevue Avenue Unit 104
City, State, Zip	Oakland, CA 94610

Name	Joyce Smith
Address	366 Bellevue Avenue Unit 105
City, State, Zip	Oakland, CA 94610

Name	Sunfun Su
Address	366 Bellevue Avenue Unit 107
City, State, Zip	Oakland, CA 94610

Name	Victoria Gambrell
Address	366 Bellevue Avenue Unit 201
City, State, Zip	Oakland, CA 94610

Name	Jonathan Bywater
Address	366 Bellevue Avenue Unit 202
City, State, Zip	Oakland, CA 94610

Name	Liya Tesfamichael
Address	366 Bellevue Avenue Unit 205
City, State, Zip	Oakland, CA 94610

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.



Name	Yeh Hwang
Address	366 Bellevue Avenue Unit 207
City, State, Zip	Oakland, CA 94610

Name	Joale Robinso
Address	366 Bellevue Avenue Unit 208
City, State, Zip	Oakland, CA 94610

Name	Abraham Hagos
Address	366 Bellevue Avenue Unit 301
City, State, Zip	Oakland, CA 94610

Name	Calos Zepeda
Address	366 Bellevue Avenue Unit 302
City, State, Zip	Oakland, CA 94610

Name	Mekonnen Seyoum
Address	366 Bellevue Avenue Unit 303
City, State, Zip	Oakland, CA 94610

Name	Barbara Pemberton
Address	366 Bellevue Avenue Unit 304
City, State, Zip	Oakland, CA 94610

Name	Getachew Desybelew
Address	366 Bellevue Avenue Unit 305
City, State, Zip	Oakland, CA 94610

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.

Name	Angel Mateo
Address	366 Bellevue Avenue Unit 306
City, State, Zip	Oakland, CA 94610

Name	Andrew Gaubatz
Address	366 Bellevue Avenue Unit 307
City, State, Zip	Oakland, CA 94610

Name	Rebecca Elsbeth Grayzel
Address	366 Bellevue Avenue Unit 308
City, State, Zip	Oakland, CA 94610

Name	Cardlyn Clarke
Address	366 Bellevue Avenue Unit 401
City, State, Zip	Oakland, CA 94610

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 12/06/2023 (insert date served).

Evan Darragh

PRINT YOUR NAME

Evan Darragh

SIGNATURE

12/06/2023

DATE

# Additional Docs Provided to Tenants

Capital Improvement Calculator  
City of Oakland Rent Adjustment Program

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE

Petition Date

12/6/23

Number of Residential Units

26

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)
Exterior Paint	1/17/2023	02/09/23	\$68,587.00	\$48,010.90	\$1,846.57	5.379%	5	\$914.38	\$35.17	OK
Subtotal (with weighted averages)				\$48,010.90	\$1,846.57	5.379%	5	\$914.38	\$35.17	
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					\$1,846.57	5.379%	5		\$35.17	

# FAQ

Q. When does this increase go into effect?

A. Per the city of Oakland's Emergency Moratorium Info Sheet published on 5/20/2023, "For tenants whose units are covered by the Oakland Rent Adjustment Ordinance (Oakland rent control), the moratorium prohibits rent increases above the Consumer Price Index (CPI) amount unless required to provide a fair return (following a petition and approval from the Rent Adjustment Program). This provision will remain in effect until June 30, 2024."

Q. Why is this being submitted now if rent increases cannot be implemented until July 1, 2024?

A. Completed capital improvement projects have a 24-month period after the completion date to be submitted for a capital improvement passthrough. The rent moratorium end date does not grant any extension to this 24-month window.

Q. Why are only some units selected for the increase?

A. Only units with a move-in date prior to the start date of the capital improvement project are eligible for the passthrough.

Q. How is the amount of passthrough decided?

A. The city of Oakland provides a capital improvement passthrough calculator to be used by anyone submitting a passthrough. A copy of the Oakland capital improvement calculation has been provided.

Q. Why is this petition being resubmitted?

A. Per the Corrected Administrative Decision for case number L23-0043 received on 10/14/2023, hearing officer Elan Consuella Lambert states, "Accordingly, the earliest date the Owner can file a petition is December 5, 2023."

For any additional questions, please contact the Rent Adjustment Program directly by phone or email at the following:

(510) 238-3721

[rap@oaklandca.gov](mailto:rap@oaklandca.gov)

# Required Documents

# Account Statement

BUSINESS ANALYZED CHECKING



FIRST REPUBLIC BANK  
It's a privilege to serve you®

Page 4 of 10

UNIVERSITY PRESIDENT ASSOCIATES LP

Statement Period: March 01, 2023

March 31, 2023

Account Number: [REDACTED]

## Account Activity

Date	Description	Amount
Deposits and Credits (Continued)		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
03/23	ACH DEBIT CITY OF OAKLAND CTYOAKLAND UNIVERSITY PRESIDE [REDACTED] [REDACTED]	\$10,644.09 -
Total Withdrawals and Debits		[REDACTED]

## Fee Summary

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	[REDACTED]	[REDACTED]
Total Returned Item Fees	[REDACTED]	[REDACTED]

## Message

2/6/23, 1:44 PM

Receipt

170


[NEWS](#) [SERVICES](#) [DEPARTMENTS](#) [EVENTS](#) [OFFICIALS](#)
**Guest**
[Home](#) [Report a Problem](#)
[Find Account](#) → [Registration](#) → [Calculation](#) → [Payment](#) → **[Receipt](#)**

Account # 00206232

UNIVERSITY PRESIDENT ASSOCIATES LP

**Business License Online Renewal****PRINT THIS PAGE FOR YOUR RECORD**

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

Submission Date 2/6/2023  
Confirmation # 409306

**Account Information**

Account # 00206232  
Expire Date 12/31/2023  
Name UNIVERSITY PRESIDENT ASSOCIATES LP  
Address 366 BELLEVUE AVE  
City OAKLAND  
Phone (415) 773-0828

**Summary****Input Amount****Tax Calculation**

Current Year Business Tax - Residential/Non-Residential Rental	574,164.22	\$8,009.59
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$4.50
Total # of Employees, Excluding Owners - report only employees that work within Oakland		\$0.00

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

a. Total # of units per Alameda County Records:	26	\$2,626.00
<b>Total Due</b>		<b>\$10,644.09</b>

**Payment Information**

Payment Amount	\$10,644.09
----------------	-------------

After printing or saving this page for your records, you may close this browser window/tab.

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Have a question?



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

**ACCOUNT  
NUMBER**  
00206232

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.

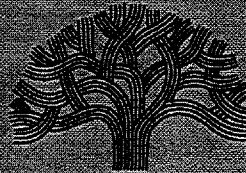
**DBA** UNIVERSITY PRESIDENT ASSOCIATES LP

**BUSINESS LOCATION** 366 BELLEVUE AVE  
OAKLAND, CA 94610-3459

**BUSINESS TYPE** O2 Rental - Apartment

**EXPIRATION DATE**  
12/31/2023

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



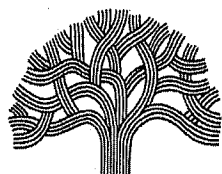
UNIVERSITY PRESIDENT ASSOCIATES LP  
ISABELLE MAZZONI  
1717 POWELL ST STE 300  
SAN FRANCISCO, CA 94133-2823

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!





CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

**PROOF OF SERVICE**

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

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

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

I served a copy of:

**NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM**

(insert name of document served)

☐ And Additional Documents

and (write number of attached pages) \_\_\_\_\_ attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are 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	Paolo Rose
Address	366 Bellevue Avenue Unit 101
City, State, Zip	Oakland, CA 94610

Name	Alexandre Glenard
Address	366 Bellevue Avenue Unit 103
City, State, Zip	Oakland, CA 94610

Name	Allen Vaughan
Address	366 Bellevue Avenue Unit 104
City, State, Zip	Oakland, CA 94610

Name	Joyce Smith
Address	366 Bellevue Avenue Unit 105
City, State, Zip	Oakland, CA 94610

Name	Sunfun Su
Address	366 Bellevue Avenue Unit 107
City, State, Zip	Oakland, CA 94610

Name	Victoria Gambrell
Address	366 Bellevue Avenue Unit 201
City, State, Zip	Oakland, CA 94610

Name	Jonathan Bywater
Address	366 Bellevue Avenue Unit 202
City, State, Zip	Oakland, CA 94610

Name	Elise Marie Brown
Address	366 Bellevue Avenue Unit 203
City, State, Zip	Oakland, CA 94610

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.



Name	Liya Tesfamicheal
Address	366 Bellevue Avenue Unit 205
City, State, Zip	Oakland, CA 94610

Name	Ty Clarke
Address	366 Bellevue Avenue Unit 206
City, State, Zip	Oakland, CA 94610

Name	Yeh Hwang
Address	366 Bellevue Avenue Unit 207
City, State, Zip	Oakland, CA 94610

Name	Joale Robinso
Address	366 Bellevue Avenue Unit 208
City, State, Zip	Oakland, CA 94610

Name	Abraham Hagos
Address	366 Bellevue Avenue Unit 301
City, State, Zip	Oakland, CA 94610

Name	Calos Zepeda
Address	366 Bellevue Avenue Unit 302
City, State, Zip	Oakland, CA 94610

Name	Mekonnen Seyoum
Address	366 Bellevue Avenue Unit 303
City, State, Zip	Oakland, CA 94610

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.

Name	Barbara Pemberton
Address	366 Bellevue Avenue Unit 304
City, State, Zip	Oakland, CA 94610

Name	Getachew Desybelew
Address	366 Bellevue Avenue Unit 305
City, State, Zip	Oakland, CA 94610

Name	Angel Mateo
Address	366 Bellevue Avenue Unit 306
City, State, Zip	Oakland, CA 94610

Name	Andrew Gaubatz
Address	366 Bellevue Avenue Unit 307
City, State, Zip	Oakland, CA 94610

Name	Rebecca Elsbeth Grayzel
Address	366 Bellevue Avenue Unit 308
City, State, Zip	Oakland, CA 94610

Name	Carolyn Clarke
Address	366 Bellevue Avenue Unit 401
City, State, Zip	Oakland, CA 94610

Name	Maxwell Lapidés
Address	366 Bellevue Avenue Unit 402
City, State, Zip	Oakland, CA 94610

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 8/25/2023 (insert date served).

Evan Darragh

PRINT YOUR NAME

Evan Darragh

SIGNATURE

8/25/2023

DATE



## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

### TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on \_\_\_\_\_  
(Date) (Tenant's signature)

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

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

### 住宅租金調整計劃的租客通知書

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

### 針對租客的吸煙政策聲明

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

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

我於 \_\_\_\_\_ 收到本通知書 \_\_\_\_\_  
(日期) (租客簽名)

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

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

## **AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM**

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

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

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en la Unidad \_\_\_\_\_, la unidad que

usted pretende alquilar.

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

Recibí una copia de este aviso el \_\_\_\_\_

(Fecha)

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

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

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

# Relevant Petition Background Information

RECEIVED

OCT 14 2023

CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

## **CORRECTED ADMINISTRATIVE DECISION**

**CASE NUMBER**                      **L23-0043**

**CASE NAME:**                      **University President Associates LP v. Tenants**

**PROPERTY ADDRESS:**        **366 Bellevue Avenue**  
   **Oakland, CA**

**PARTIES:**                          **Flynn Investments Inc., Owner's Agent**

## **CORRECTION**

An Administrative Decision was issued on April 5, 2023. There are typographical errors in the Administrative Decision. This Corrected Administrative Decision is issued to correct the typographical errors. These are clerical errors, and there is no further appeal period.

## **SUMMARY OF DECISION**

The Owner's petition is denied.

## **INTRODUCTION**

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



## **BACKGROUND**

On July 20, 2023, the Owner filed the petition herein. The petition requested approval of a rent increase on the grounds of capital improvements made to the subject property. The petition was completed under penalty of perjury and did not state that the Owner (or a previous owner) had given the City of Oakland's Notice to Tenants of Residential Rent Adjustment Program to the tenants in each affected unit by the petition, did not provide a Business Tax Certificate, proof of payment of the RAP Fee, did not provide evidence of registration with the Rent Adjustment Program, and did not provide organized documentation showing the justification and detailed calculations.

On August 9, 2023, the petitioner was served with a Notice of Incomplete Petition, and the petitioner was given 35 days to file the necessary documents to complete the petition.<sup>1</sup> The Owner provided a copy of the Business Tax Certificate, evidence of Registration with the Rent Adjustment Program, some documentation showing the justification and detailed calculations, and evidence of service of the RAP Notice to the affected tenants on August 25, 2023.

## **RATIONALE FOR ADMINISTRATIVE DECISION**

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the Notice to Tenants of the Rent Adjustment Program (RAP Notice) at the start of a tenancy<sup>2</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>3</sup> Likewise, the Ordinance requires an owner filing a petition seeking a rent increase to provide evidence of a current City Business License, evidence of payment of the Rent Adjustment Program Service Fee, evidence of registration with the Rent Adjustment Program, and evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed. Effective September 21, 2016, Owners are required to provide a RAP Notice in the following languages: English, Spanish, and Chinese.<sup>4</sup>

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<sup>1</sup> O.M.C. § 8.22.090(B)(1) requires, inter alia, evidence of possession of a current City business license, evidence of payment of the rent adjustment program service fee, and evidence of registration with the Rent Adjustment Program.

<sup>2</sup> O.M.C. § 8.22.060(A)

<sup>3</sup> O.M.C. § 8.22.070(H)(1)(A)

<sup>4</sup> RAP Notices in the required languages are provided by the Rent Adjustment Program.

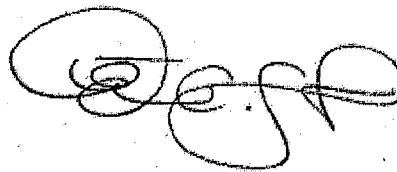
The Owner has the burden of proving service of the Notice. Failure of an Owner to provide the required notice may be cured if the Owner gives the notice at least six months prior to serving the rent increase notice on the tenant or at least six months prior to filing a petition.

The Owner's Agent herein filed the petition on July 5, 2023, signed under the penalty of perjury. The Owner provided a copy of the Business Tax Certificate, evidence of Registration with the Rent Adjustment Program, and evidence of service of the RAP Notice to the affected tenants on August 25, 2023. Therefore, the service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building was not completed before the petition was filed as required. Therefore, the Owner must wait six months from the service to file a petition.

Accordingly, the earliest date the Owner can file a petition is December 5, 2023. Therefore, the petition herein filed on July 20, 2023, prior to the service of the RAP Notice, cannot proceed. As such, the petition is denied.

### **ORDER**

1. Petition L23-0043 is denied.
2. The Remote Settlement Conference and Hearing, scheduled for September 13, 2023, is canceled.



Dated: October 12, 2023

---

Élan Consuella Lambert  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number: L23-0043**

**Case Name: University President Associates LP v. Tenants**

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

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

**Documents Included**

Corrected Administrative Decision

**Owner**

University President Associates LP University President Associates LP, University President Associates LP  
1717 Powell Street  
San Francisco, CA 94133

**Owner Representative**

Flynn Investments, Inc.  
1717 Powell Street  
San Francisco, CA 94133

**Tenant**

Abraham Hagos  
366 Bellevue Avenue Unit 301  
Oakland, CA 94610

**Tenant**

Alexandre Glenard  
366 Bellevue Avenue Unit 103  
Oakland, CA 94610

**Tenant**

Allen Vaughn  
366 Bellevue Avenue Unit 104  
Oakland, CA 94610

**Tenant**

Andrew Gaubatz  
366 Bellevue Avenue Unit 307  
Oakland, CA 94610

**Tenant**

Angel Mateo  
366 Bellevue Avenue Unit 306  
Oakland, CA 94610

**Tenant**

Barbara Pemberton  
366 Bellevue Avenue Unit 304  
Oakland, CA 94610

**Tenant**

Calos Zepeda  
366 Bellevue Avenue Unit 302  
Oakland, CA 94610

**Tenant**

Carolyn Clarke  
366 Bellevue Avenue Unit 401  
Oakland, CA 94610

**Tenant**

Elise Brown  
366 Bellevue Avenue Unit 203  
Oakland, CA 94610

**Tenant**

Getachew Desybelew  
366 Bellevue Avenue Unit 305  
Oakland, CA 94610

**Tenant**

Joale Robinso  
366 Bellevue Avenue Unit 208  
Oakland, CA 94610

**Tenant**

Jonathan Bywater  
366 Bellevue Avenue Unit 202  
Oakland, CA 94610

**Tenant**

Joyce Smith  
366 Bellevue Avenue Unit 105  
Oakland, CA 94610

**Tenant**

Liya Tesfamicheal  
366 Bellevue Avenue Unit 205  
Oakland, CA 94610

**Tenant**

Maxwell Lapidés  
366 Bellevue Avenue Unit 402  
Oakland, CA 94610

**Tenant**

Mekonnen Seyoum  
366 Bellevue Avenue Unit 303  
Oakland, CA 94610

**Tenant**

Paolo Rose  
366 Bellevue Avenue Unit 101  
Oakland, CA 94610

**Tenant**

Rebecca Grayzel  
366 Bellevue Avenue Unit 308  
Oakland, CA 94610

**Tenant**

Sunfun Su  
366 Bellevue Avenue Unit 107  
Oakland, CA 94610

**Tenant**

Ty Clarke  
366 Bellevue Avenue Unit 206  
Oakland, CA 94610

**Tenant**

Victoria Gambrell  
366 Bellevue Avenue Unit 201  
Oakland, CA 94610

**Tenant**

Yeh Hwang  
366 Bellevue Avenue Unit 207  
Oakland, CA 94610

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 **October 12, 2023** in Oakland, California.

*Brittini Jackson*

Brittini Jackson  
Oakland Rent Adjustment Program

# Calculations

Capital Improvement Calculator  
City of Oakland Rent Adjustment Program

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE

Petition Date

12/6/23

Number of Residential Units

26

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)
Exterior Paint	1/17/2023	02/09/23	\$68,587.00	\$48,010.90	\$1,846.57	5.379%	5	\$914.38	\$35.17	OK
Subtotal (with weighted averages)				\$48,010.90	\$1,846.57	5.379%	5	\$914.38	\$35.17	
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					\$1,846.57	5.379%	5		\$35.17	



Capital Improvement Calculator  
City of Oakland Rent Adjustment Program

**TOTAL RENT INCREASE FOR EACH UNIT**[illegible]

# Contract

GONZALEZ PAINTING  
448 LONDON STREET  
SAN FRANCISCO CA 94112  
CA US  
(415) 946-9494  
PaintingSF@gmail.com

## Estimate

ADDRESS  
Meridian Management Group

ESTIMATE # 2241  
DATE 09/07/2022

ACTIVITY	AMOUNT
Proposal for exterior seal and paint at 366 Bellevue, Oakland	
Pressure wash the walls.	
Mask all window during painting.	
Wet scrape and sand loose peeling paint.	
Protect all surfaces not to be coated.	
Remove failed and defective caulking.	
Open up and clean out cracks.	
Sand rust off metal surfaces.	
Ensure a clean, dry and sound substrate before applying coatings.	
Install new sealants around the perimeter of window openings where missing.	
Use only acrylic urethane caulking for a water tight surfaces.	
Replace loose and missing window glaze.	
Full prime where needed.	
Four color scheme.	
Clean up on a daily basis.	
Any dry rot discovered will be extra cost.	
Services	9,800.00
Scaffolding and netting	
Services	48,500.00
Labor and materials	
License no 948218	

Contractor  
signature

TOTAL

\$58,300.00

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted By

Accepted Date

GONZALEZ PAINTING  
448 LONDON STREET  
SAN FRANCISCO CA 94112  
CA US  
(415) 946-9494  
PaintingSF@gmail.com

## Estimate

### ADDRESS

Meridian Management Group  
JOB: 366 BELLEVUE,  
OAKLAND

ESTIMATE # 2283

DATE 01/24/2023

### ACTIVITY

#### Services

JOB: 366 BELLEVUE, OAKLAND DRY ROT REPAIRS ON EXTERIOR  
To replace  
200' of dry rot windows trim  
45' of 1" x 10" facias fj  
30' of 2" x 14" df  
36' of 3" x 4" fj cedar trim  
50' of 1" x 4" fj cedar trim  
2 sheets of T-1 - 11 siding

### AMOUNT

5,800.00

Contractor

signature

TOTAL

**\$5,800.00**

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted By

Accepted Date

# Invoices & Checks

**Expense Distribution (Paid Only)**

Property=0170 AND Account=6620 AND mm/yy=01/2023-12/2023

Account Code - Name				Invoice			Check		
Vendor Code - Name	Control	Property	Invoice #	Date	Period	Amount	Check #	Date	Remarks
6620 - Special Renovation									
951814 - GONZALEZ PAINTING LLC	P-615626	0170	3122	1/26/2023	02-2023	20,000.00	1206	2/10/2023	
951814 - GONZALEZ PAINTING LLC	P-615631	0170	3128	2/8/2023	02-2023	44,100.00	1210	2/14/2023	
100254 - MERIDIAN MANAGEMENT GROUP	P-625215	0170	021723-170	2/17/2023	04-2023	4,487.00	1264	4/20/2023	Supervision fee
Total 6620 - Special Renovation						68,587.00			
						68,587.00			

GONZALEZ PAINTING  
448 LONDON STREET  
SAN FRANCISCO CA 94112  
CA US  
(415) 946-9494  
PaintingSF@gmail.com

## INVOICE

**BILL TO**  
Meridian Management Group

**INVOICE #** 3122  
**DATE** 01/26/2023  
**DUE DATE** 02/10/2023

ACTIVITY	AMOUNT
<b>Services</b> JOB: 886 BELLEVUE FIRST PAYMENT FOR SCAFFOLDING AND MATERIALS LICENSE NO 948218 B,C33	20,000.00

**BALANCE DUE** **\$20,000.00**



UNIVERSITY PRESIDENT ASSOC., LP-366 Bellevue  
MERIDIAN MANAGEMENT GROUP  
TRUST ACCOUNT  
1145 BUSH STREET  
SAN FRANCISCO, CA 94109

First Republic Bank  
1699 Van Ness Avenue  
San Francisco, CA 94109

11-8166/3210

1206

02/10/2023

\$20,000.00\*\*

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

TO THE ORDER OF

GONZALEZ PAINTING LLC  
448 LONDON STREET  
SAN FRANCISCO, CA 94112



MEMO: 50763

⑈001206⑈

49

000182

CREDITED TO ACCOUNT  
 OF CERTAIN NAMED PAY  
 FOR DEPOSIT ONLY  
 JPMorgan Chase Bank

50

(Page 2 of 2)

**PharmaciaChaseBank**

**000183**

**GONZALEZ PAINTING**

448 LONDON STREET

SAN FRANCISCO CA 94112

CA US

(415) 946-9494

PaintingSF@gmail.com

**INVOICE****BILL TO**

Meridian Management Group

**INVOICE # 3128****DATE 02/08/2023****DUE DATE 03/10/2023****TERMS Net 30****ACTIVITY****AMOUNT**

Proposal for exterior seal and paint at 366 Bellevue, Oakland

Pressure wash the walls.

Mask all window during painting.

Wet scrape and sand loose peeling paint.

Protect all surfaces not to be coated.

Remove failed and defective caulking.

Open up and clean out cracks.

Sand rust off metal surfaces.

Ensure a clean, dry and sound substrate before applying coatings.

Install new sealants around the perimeter of window openings where missing.

Use only acrylic urethane caulking for a water tight surfaces.

Replace loose and missing window glaze.

Full prime where needed.

Four color scheme.

Clean up on a daily basis.

Any dry rot discovered will be extra cost.

**Services**

14,800.00

Scaffolding and netting

**Services**

43,500.00

Labor and materials

License no 948218

**Services**

5,800.00

All dryrot repairs

License no 948218

**BALANCE DUE****\$64,100.00**

GONZALEZ PAINTING  
448 LONDON STREET  
SAN FRANCISCO CA 94112  
CA US  
(415) 946-9494  
PaintingSF@gmail.com

## INVOICE

BILL TO  
Meridian Management Group

INVOICE # 3128  
DATE 02/08/2023  
DUE DATE 03/10/2023  
TERMS Net 30

ACTIVITY	AMOUNT
Proposal for exterior seal and paint at 366 Bellevue, Oakland	
Pressure wash the walls.	
Mask all window during painting.	
Wet scrape and sand loose peeling paint.	
Protect all surfaces not to be coated.	
Remove failed and defective caulking.	
Open up and clean out cracks.	
Sand rust off metal surfaces.	
Ensure a clean, dry and sound substrate before applying coatings.	
Install new sealants around the perimeter of window openings where missing.	
Use only acrylic urethane caulking for a water tight surfaces.	
Replace loose and missing window glaze.	
Full prime where needed.	
Four color scheme.	
Clean up on a daily basis.	
Any dry rot discovered will be extra cost.	
Services	14,800.00
Scaffolding and netting	
Services	43,500.00
Labor and materials	
License no 948218	
Services	5,800.00
All dryrot repairs	
Services	-20,000.00
First draw	

License no 948218

BALANCE DUE

**\$44,100.00**

UNIVERSITY PRESIDENT ASSOC., LP-366 Bellevue  
MERIDIAN MANAGEMENT GROUP  
TRUST ACCOUNT  
1145 BUSH STREET  
SAN FRANCISCO, CA 94109

First Republic Bank  
1699 Van Ness Avenue  
San Francisco, CA 94109

11-8188/3210

1210

02/14/2023

\$44,100.00\*\*

\*\*\*\* FORTY FOUR THOUSAND ONE HUNDRED AND 00/100 DOLLARS  
TO THE ORDER OF

GONZALEZ PAINTING LLC  
448 LONDON STREET  
SAN FRANCISCO, CA 94112



MEMO: 50763

001210

53

000186

*[Handwritten signature]*  
CREDITED TO ACCOUNT OF  
WITHIN NAMED PAYEE  
FOR DEPOSIT ONLY  
JPMorgan Chase Bank, N.A.

54

*[Redacted area]*

*[Redacted area]*

(page 2 of 2)

JPMorgan Chase Bank	
• Payment made to	• Value of payment shown on
• Date of payment	• Date of payment
• Amount of payment	• Amount of payment
• Payment made to	• Value of payment shown on
• Date of payment	• Date of payment
• Amount of payment	• Amount of payment

Meridian Management Group  
1145 Bush Street  
SAN FRANCISCO, CA 94109  
TEL. 415-434-9700 FAX. 415-782-3833

Date: February 17, 2023

To: University Presidents Assoc., LP  
366 Bellevue Ave., Oakland

## **SUPERVISION FEE**

---

### **SEAL AND PAINT EXTERIOR**

Building Code: 0170

Address: 366 Bellevue Ave., Oakland, CA

Refer to checklist, ledger, invoices, estimate, approval & pictures

**TOTAL** ..... **\$ 64,100.00**

According to the Management Agreement, Owner shall pay Agent for coordination of major projects a seven percent (7%) coordination and supervision fee based on the total amount of monies expensed.

Seven (7.0%) percent of \$ 64,100.00 equals \$ 4,487.00

**TOTAL FEE FOR ABOVE:** **\$ 4,487.00**

Please make check payable to Meridian Management Group and reference the address on the check. Thank you very much.



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

UNIVERSITY PRESIDENT ASSOC., LP-368 Bellevue  
MERIDIAN MANAGEMENT GROUP  
TRUST ACCOUNT  
1145 BUSH STREET  
SAN FRANCISCO, CA 94109

First Republic Bank  
1699 Van Ness Avenue  
San Francisco, CA 94109

11-9160/3210

1264

04/20/2023

\$4,487.00\*\*\*

\*\*\*\* FOUR THOUSAND FOUR HUNDRED EIGHTY SEVEN AND 00/100 DOLLARS  
TO THE ORDER OF

MERIDIAN MANAGEMENT GROUP  
1145 BUSH STREET  
SAN FRANCISCO, CA 94109



Security Features Included (if) Inside on back

⑈001264⑈

56

000189


**For Deposit Only**

CHECK HERE IF MOON IS COIN

LC NOT IN SITE, STAMP FOR INK & SE. OUT-THE LINE

57

(Page 2 of 2)

 Always check the security features provided on this document which meet and exceed industry guidelines	
Security Features	Results of check alteration
1. Color of paper	• The color of the paper is not altered
2. Paper texture	• The texture of the paper is not altered
3. Paper weight	• The weight of the paper is not altered
4. Paper size	• The size of the paper is not altered
5. Paper color	• The color of the paper is not altered
6. Paper texture	• The texture of the paper is not altered
7. Paper weight	• The weight of the paper is not altered
8. Paper size	• The size of the paper is not altered
9. Paper color	• The color of the paper is not altered
10. Paper texture	• The texture of the paper is not altered

For further details on the security features of the Pay-Tax System, see the Pay-Tax System Security Manual.

000190

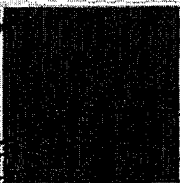
# Photos



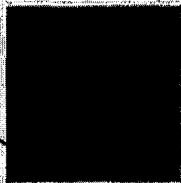
perfect palette®

## 366 Bellevue

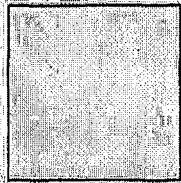
Daniela Franco, Property Services Rep, 323-215-7897, daniela.franco@dunndwards.com



1 8



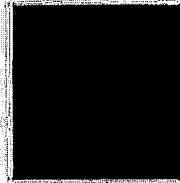
2 6 7



3 4



5



9

Scheme

2

1 Main Body - DET618 Industrial Age

2 Accent - DE6335 Novelty Navy

3 Windows - DEW383 Cool December

4 Fascia/Belly Band - DEW383 Cool December

5 Railings - DET619 Celluloid

6 Lower Body - DE6335 Novelty Navy

7 Balcony - DE6335 Novelty Navy

8 Address Numbers - DET618 Industrial Age

9 Lightpost - DEA002 Black

### DISCLAIMER

Paint colors represented are approximations and are not exact matches.

No guarantee is intended and approval of final colors, and color placement is the responsibility of the building owner or their agent.

26011 NW

59 000192

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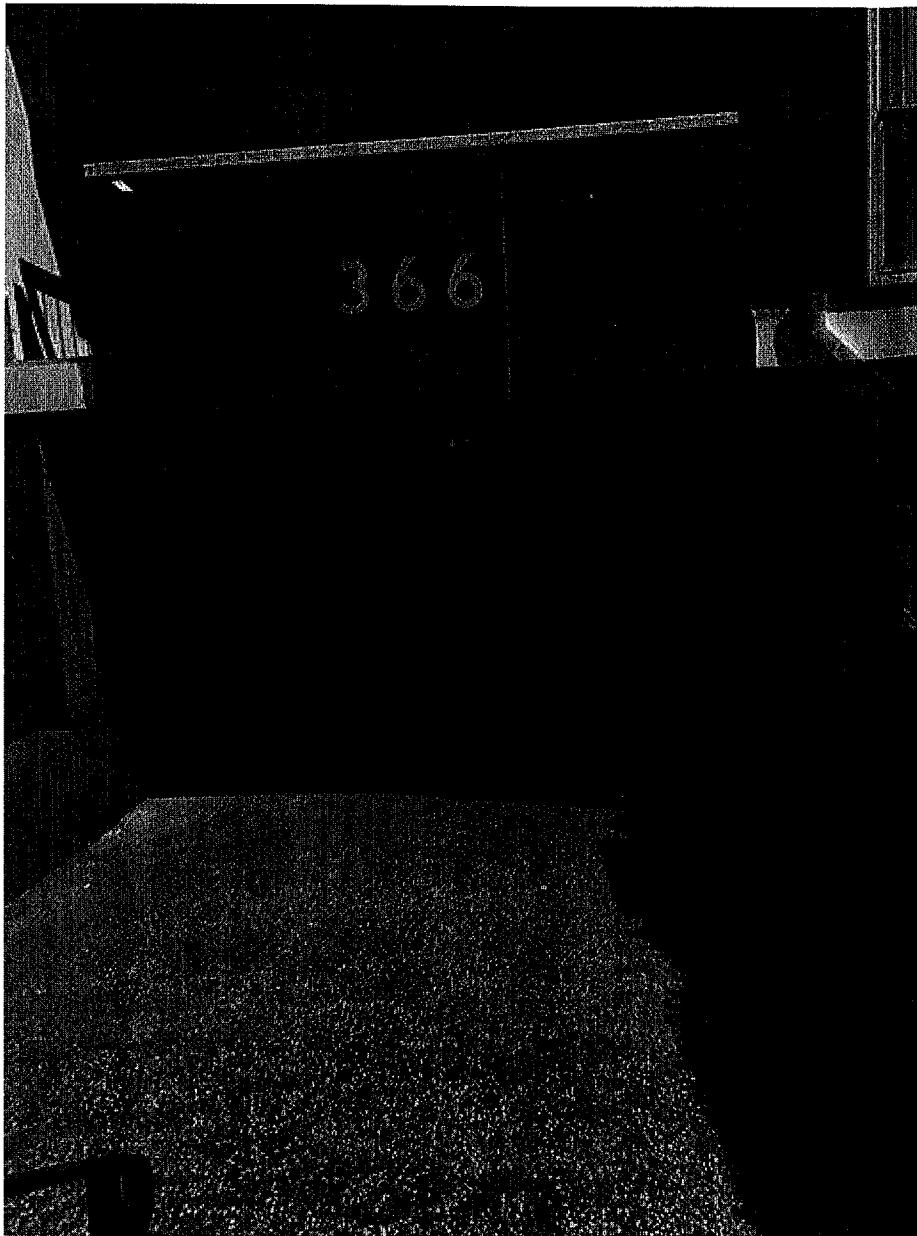
**From:**  
**Sent:** Thursday, February 9, 2023 1:56 PM  
**To:**  
**Cc:**  
**Subject:** 170-366 Bellevue

Good afternoon, all,

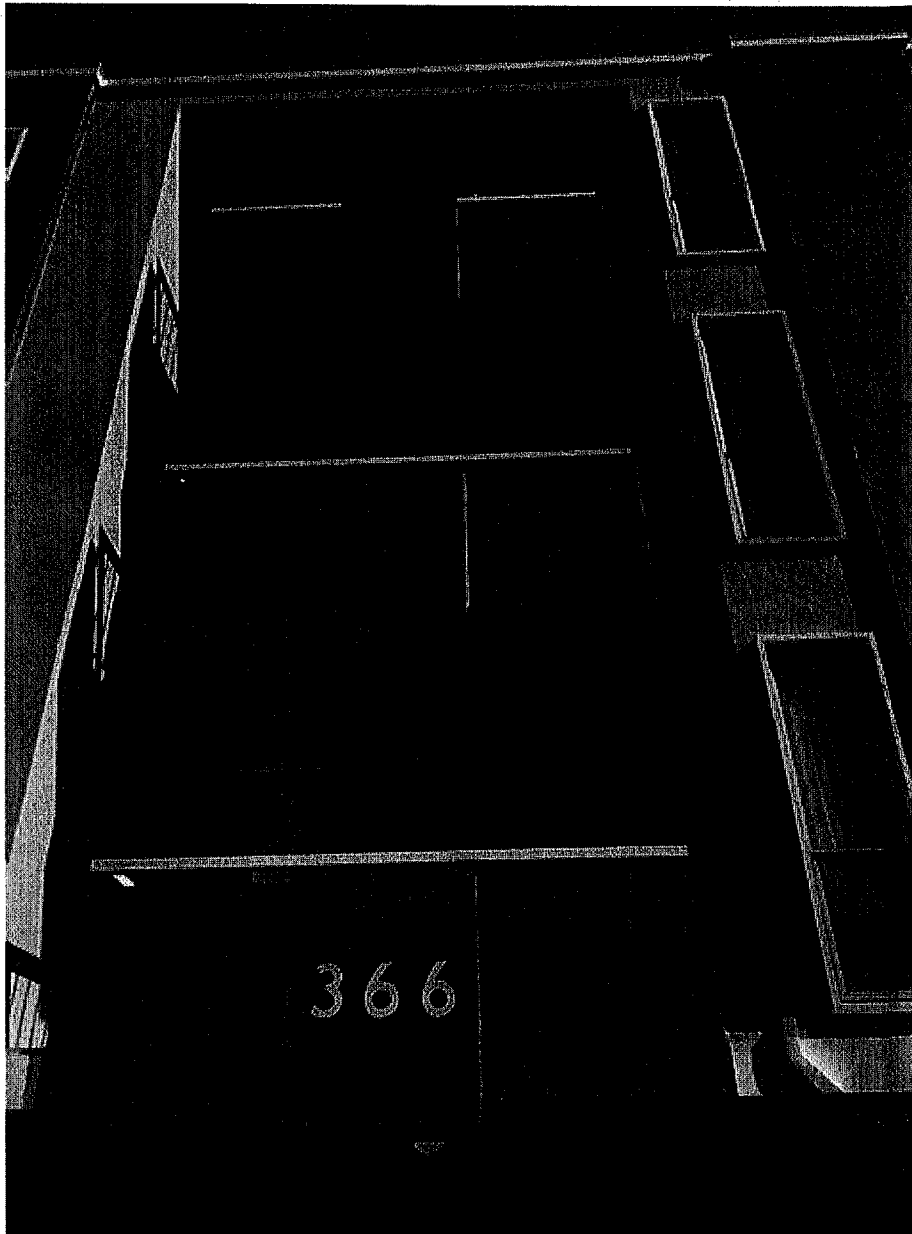
More photos for your review and we are done with the project. Looks amazing! Thank you

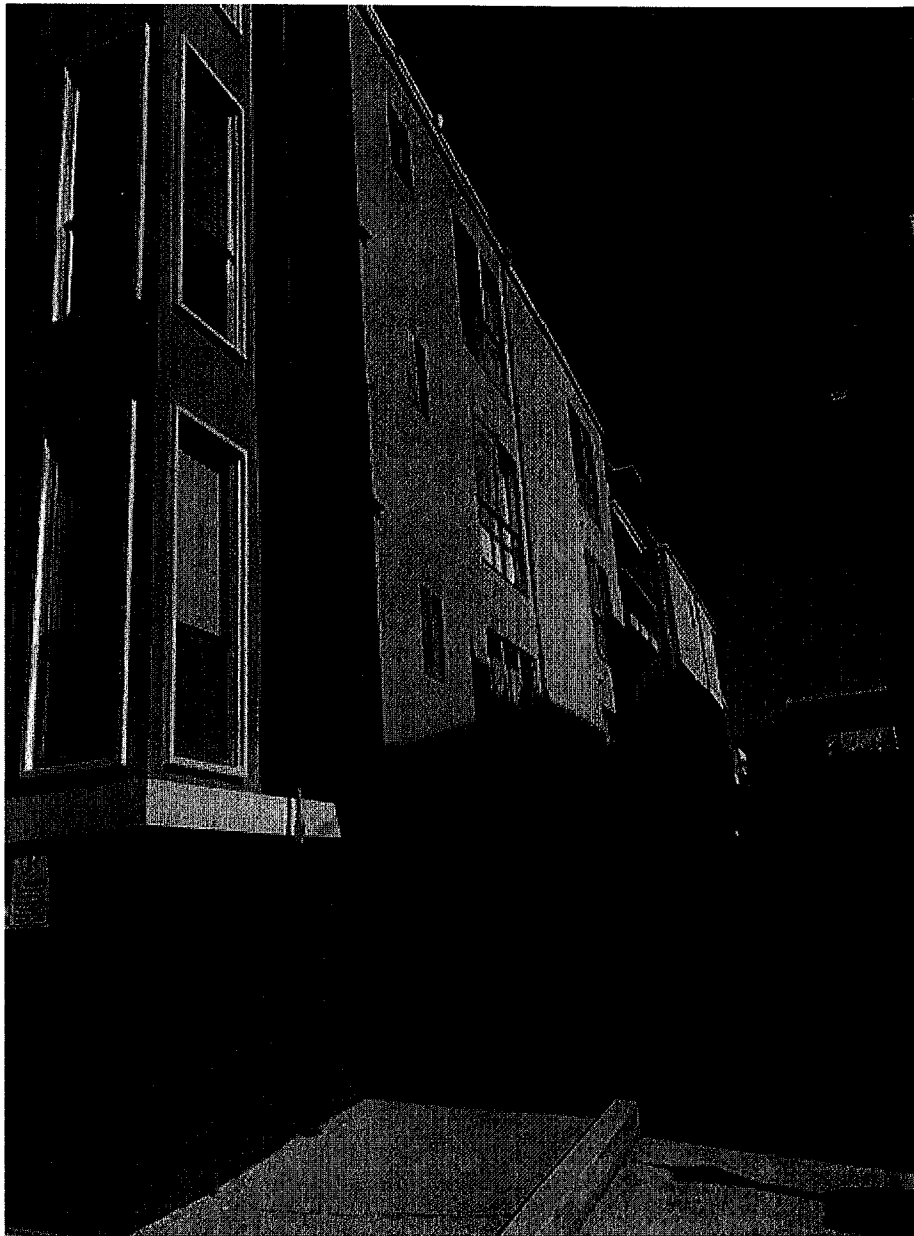




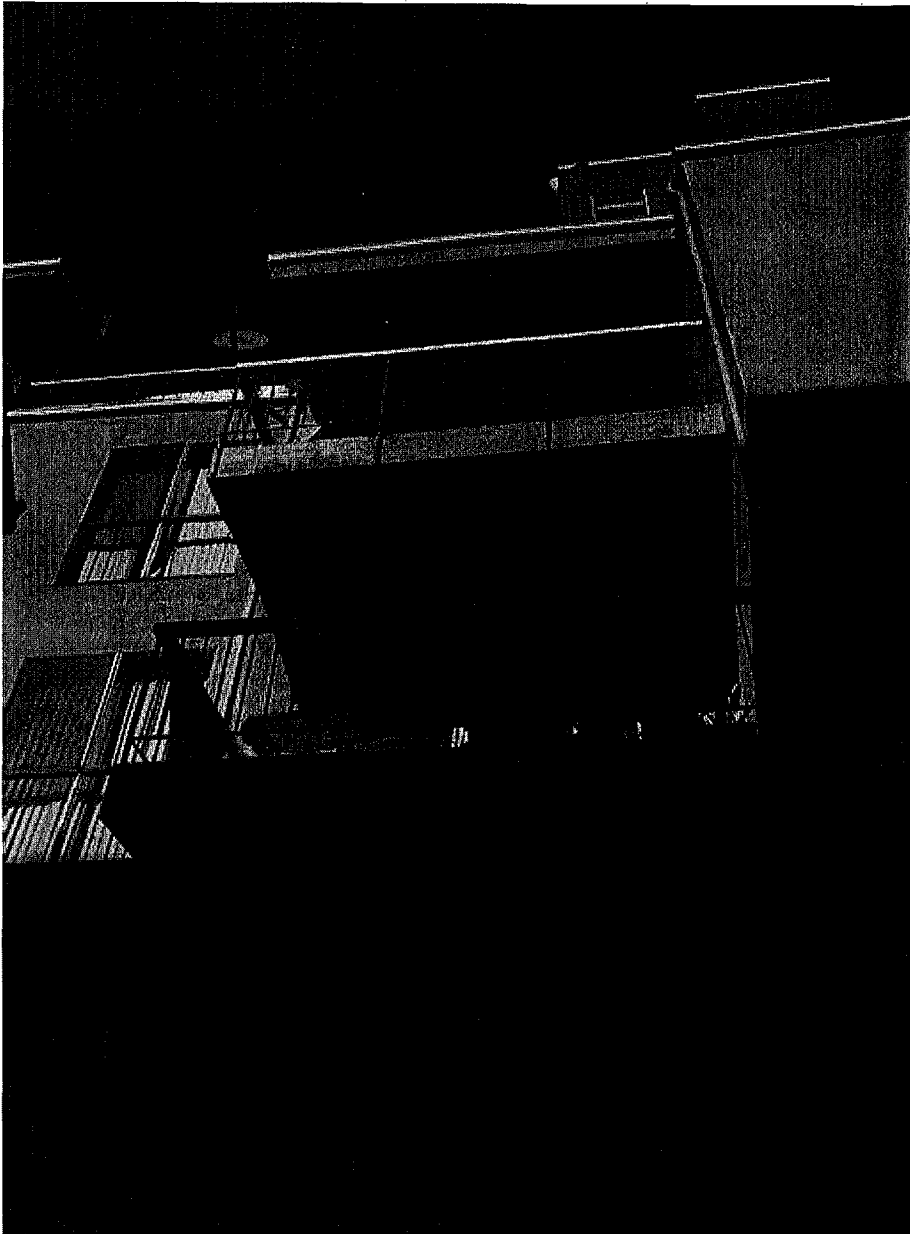


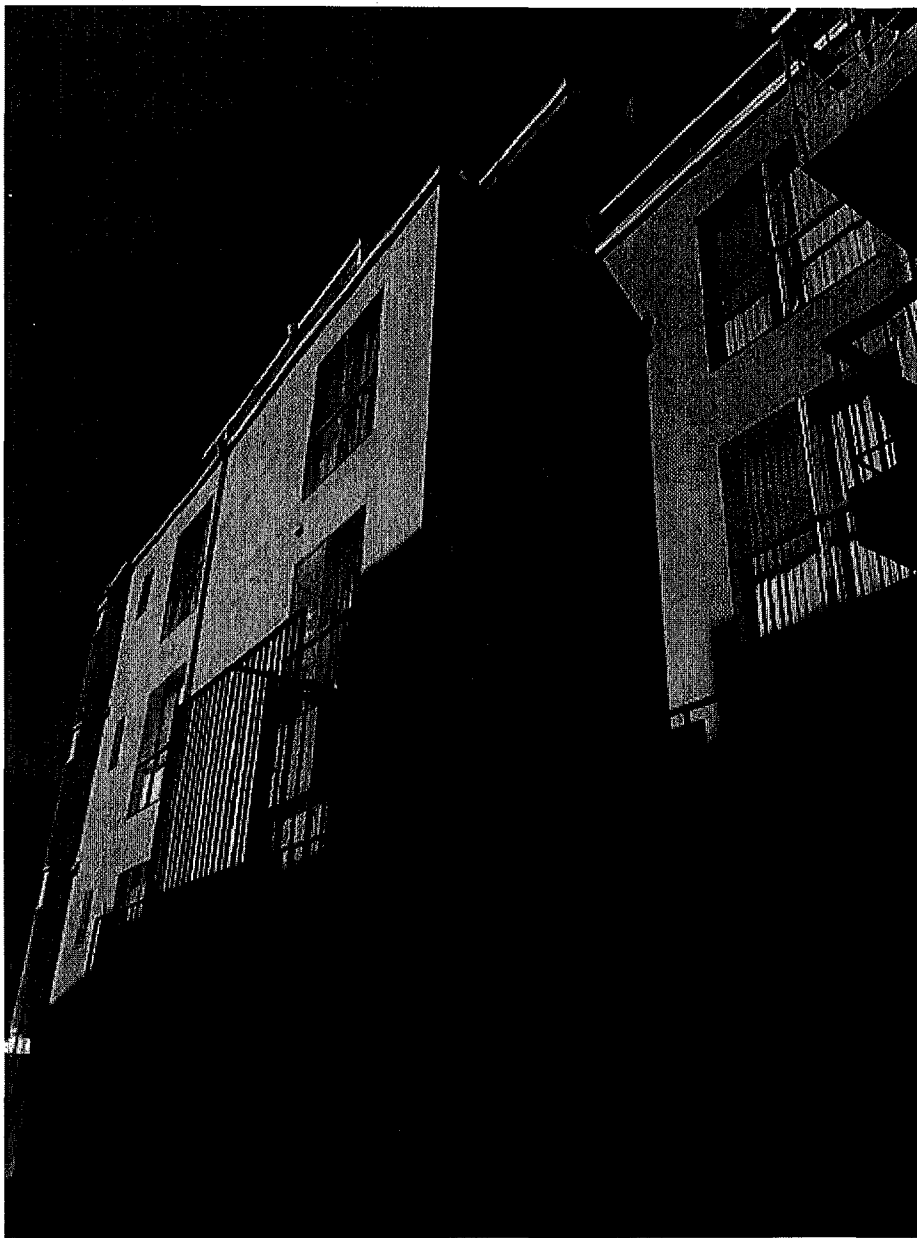


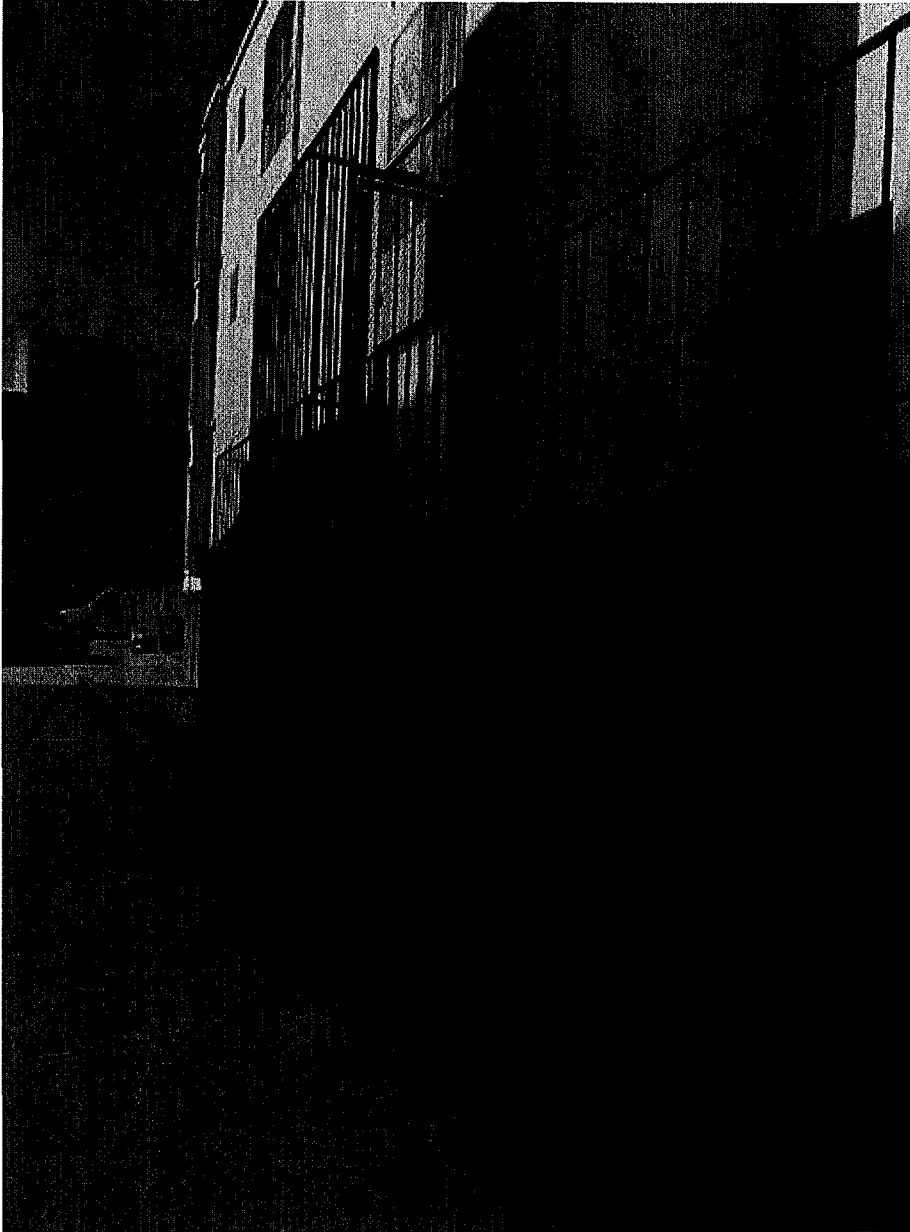


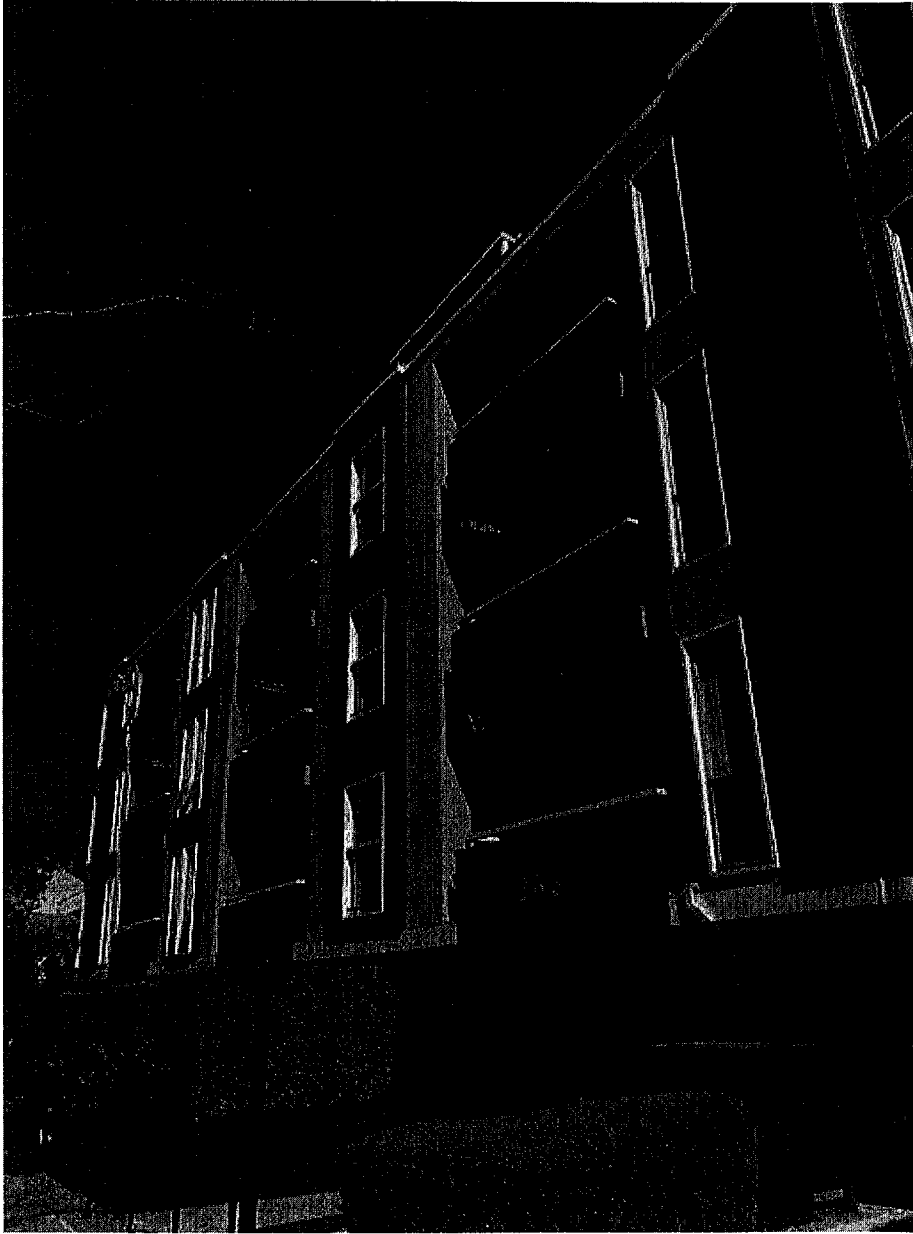




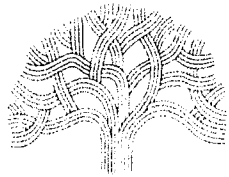








Sent from my iPhone



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)RECEIVED  
For Rent Adjustment Program date stamp.

JAN - 2 2024

OAKLAND RENT  
ADJUSTMENT PROGRAMCASE NUMBER L24-0002**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>366</u>	<u>Bellevue Ave</u>	<u>107</u>	Oakland, CA	<u>94610</u>
Street Number	Street Name	Unit Number		Zip Code
<u>Sunfun</u>	<u>Su</u>			
Your First Name		Last Name		
Mailing Address (if different from above): _____				
Primary Telephone: <u>(510) 834-8534</u>		Other Telephone: _____ Email: <u>susyjava@yahoo.com</u>		
Type of unit (check one):	<input type="checkbox"/> Single family home <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Apartment, room, or live-work			
Number of units on the property: <u>26</u>		Are you current on your rent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No* If not current, explain why: _____ (*Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.)		

Case number(s) of any relevant prior Rent Adjustment case(s): L23-0042**Tenant Representative:** (Check one) ☒ No Representative ☐ Attorney ☐ Non-Attorney

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



## RENT HISTORY

Move-in Date: 11/28/1998 Initial Rent at Move-In: \$ 600.00 Current Rent: \$ 920.59

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): Around 2009  
☐ 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
11/28/2022	01/01/2023	\$ 893.78	\$ 920.59	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NOV. 2019	01/01/2020	\$ 863.56	\$ 893.78	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NOV. 2018	01/01/2019	\$ 835.16	\$ 863.56	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NOV. 2017	01/01/2018	\$ 816.38	\$ 835.16	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<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 Appendix A of the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies of Appendix A 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:

1. The garbage chute in the building has not been fixed since 2018.  
 2. This capital improvements rent increase petition is NOT primarily a benefit to the tenants. (Like garbage chute)

## SPECIFIC RESPONSES

(Optional)

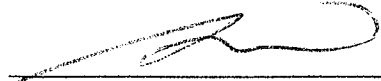
NOTE: You do not have to make these claims in order for these issues to be decided by the Hearing Officer.

Justification	Tenant Response
<b>Capital Improvements</b>	<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 finaled permit(s) for work that required permit(s).</p> <p><input checked="" type="checkbox"/> The claimed improvements were not primarily a benefit to the tenants.</p> <p><input checked="" type="checkbox"/> Other (provide explanation): <u>This is more a cosmetic improvement(s) benefiting Owner's property.</u></p>
<b>Uninsured Repair Costs</b>	<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>
<b>Increased Housing Service Costs</b>	<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>
<b>Fair Return</b>	<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>
<b>Banking</b>	<p><input 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>
<b>Additional Occupant(s)</b>	<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>
<b>Tenant Not Residing in the Unit as Principal Residence</b>	<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

12/27/2023

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

12/27/2023

Date

## INTERPRETATION SERVICES

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

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

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

*-END OF RESPONSE-*



**CITY OF OAKLAND**  
**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**

JAN - 2 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: 12/30/2023 I served a copy of (check all that apply):

☒ **TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus \_\_\_\_\_ attached pages (number of pages attached to Response not counting the Response form or *PROOF OF SERVICE*)

☐ Other: \_\_\_\_\_

by the following means (check one):

☒ **United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☐ **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	University President Associates, LP. Attn: Evan Darragh
Address	1717 Powell Street
City, State, Zip	San Francisco, CA 94133

Name	City of Oakland Rent Adjustment Program
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612-0243

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

Sunfun Su


PRINTED NAME

[Signature]

SIGNATURE

12/30/2023

DATE SIGNED

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721 CA Relay Service 711 <a href="http://www.oaklandca.gov/RAP">www.oaklandca.gov/RAP</a>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <b>RECEIVED</b>  For Rent Adjustment Program date stamp. </div> JAN - 2 2024  OAKLAND RENT ADJUSTMENT PROGRAM 24-0002 CASE NUMBER L <u>23-0042</u>
--	--	--

## 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).

<b>Tenant Rental Information</b>			
<u>366</u> Street Number	<u>BELLEVUE AVE</u> Street Name	<u>207</u> Unit Number	Oakland, CA <u>94610</u> Zip Code
<u>Yeh Feng</u> Your First Name		<u>HWANG</u> Last Name	
Mailing Address (if different from above): _____			
Primary Telephone: <u>(510) 499-8652</u> Other Telephone: _____ Email: _____			
Type of unit <i>(check one):</i>	<input type="checkbox"/> Single family home <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Apartment, room, or live-work	Are you current on your rent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*  If not current, explain why: _____  <small>(*Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.)</small>	
Number of units on the property: <u>26</u>			
Case number(s) of any relevant prior Rent Adjustment case(s): <u>L23-0042</u>			
<b>Tenant Representative:</b> <i>(Check one)</i> <input checked="" type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input type="checkbox"/> Non-Attorney			
First Name _____ Last Name _____ Firm/Organization <i>(if any)</i> _____			
Mailing Address: _____			
Phone Number: _____ Email: _____			

## RENT HISTORY

Move-in Date: December 1996 Initial Rent at Move-In: \$ 580.00 Current Rent: \$ 934.16

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): April 2009  
☐ 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:	Date rent increase went into effect:	Amount of Increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
(mm/dd/yy)	(mm/dd/yy)				
11/28/2022	01/01/23	\$ 906.95	\$ 934.16	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11/26/2021	01/01/22	\$ 890.04	\$ 906.95	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11/27/2019	01/01/20	\$ 831.67	\$ 890.04	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nov. 2017	01/01/18	\$ 812.97	\$ 831.67	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<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 Appendix A of the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies of Appendix A 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:

1. The garbage chute in the building has NOT been fixed since 2018
2. This capital improvement Rent Increase Petition is NOT primarily a benefit to the tenants (like fixing the garbage chute).
3. My rent increase from 2019-2022 was exceeding 7% (See attached proof of evidence 2 pages)



## SPECIFIC RESPONSES

(Optional)

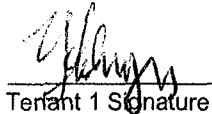
NOTE: You do not have to make these claims in order for these issues to be decided by the Hearing Officer.

Justification	Tenant Response
<b>Capital Improvements</b>	<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 finaled permit(s) for work that required permit(s).</p> <p><input checked="" type="checkbox"/> The claimed improvements were not primarily a benefit to the tenants.</p> <p><input checked="" type="checkbox"/> Other (provide explanation): <i>This capital improvement is a cosmetic improvement to owner's property.</i></p>
<b>Uninsured Repair Costs</b>	<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>
<b>Increased Housing Service Costs</b>	<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>
<b>Fair Return</b>	<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>
<b>Banking</b>	<p><input 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>
<b>Additional Occupant(s)</b>	<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>
<b>Tenant Not Residing in the Unit as Principal Residence</b>	<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

Yeh Feng Hwang

12/28/2023  
Date

  
Tenant 2 Signature

Gordon Yeung

12/28/2023  
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: \_\_\_\_\_

Yeh Hwang  
366 Bellevue Avenue , #207  
November 21, 2019

Proof of evidence Page 1

**Rent Increase Calculations**

**Effective January 1, 2020**

Your current base rent on your apartment is	\$831.67
Banked Rent Increase shall be	28.28
CPI Rent Increase shall be	<u>30.10</u>

***Therefore, effective January 1, 2020, the new monthly base rent on your apartment will be*** **\$890.04**

Additionally, your portion of the Rent Adjustment Program Service Fee is Due in January 34.00

**Payment for the month of January 1, 2020** **\$924.04**

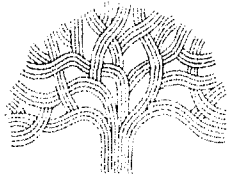
Note: Refer to Page 1 for the schedule of subsequent payments due.

170 #207

**000214**



*-END OF RESPONSE-*



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

File Rent Adjustment Program date stamp.

**RECEIVED**

JAN - 2 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.
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- 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: 12, 30 2023 I served a copy of (check all that apply):

☒ **TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus 2 attached pages (number of pages attached to Response not counting the Response form or **PROOF OF SERVICE**)

☐ Other: \_\_\_\_\_

by the following means (check one):

☒ **United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☐ **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	University President Associates, LP. Attn: Evan Darragh
Address	1717 Powell Street
City, State, Zip	San Francisco, CA 94133

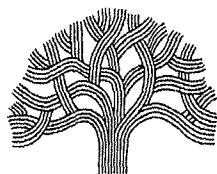
Name	City of Oakland Rent Adjustment Program
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612-0243

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

Yeh Feng Hwang  
PRINTED NAME

  
SIGNATURE

12/30/2023  
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.

JAN - 8 2024

OAKLAND RENT  
ADJUSTMENT PROGRAM  
CASE NUMBER L - 24 - 0002

**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			
366	Bellevue Ave	105	Oakland, CA 94610
Street Number	Street Name	Unit Number	Zip Code
Joyce	Smith		
Your First Name	Last Name		
Mailing Address (if different from above):			
Primary Telephone: (510) 981-9353		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	Are you current on your rent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*	
Number of units on the property: 26		If not current, explain why:	
(*Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.)			
Case number(s) of any relevant prior Rent Adjustment case(s): L23-0042			
Tenant Representative: (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: 5-1983 Initial Rent at Move-In: \$ ? Current Rent: \$ 1,343.13

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): \_\_\_\_\_  
☐ 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>12-15-2023</u>	<u>3-1-2024</u>	<u>\$1,343.13</u>	<u>\$1,376.70</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>11-11-2022</u>	<u>2-1-2023</u>	<u>\$1,304.01</u>	<u>\$1,343.13</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<u>\$1,293.91</u>	<u>\$1,304.01</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<u>\$1,259.91</u>	<u>\$1,293.91</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<u>\$1,218.48</u>	<u>\$1,259.91</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 Appendix A of the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies of Appendix A 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.)

☒ I believe the property owner is not entitled to the proposed rent increase because: 1. This is a capital improvement rent increase is NOT primarily a benefit to tenants.  
2. The garbage chute in the building has not been working for a long time. This would be a benefit to the tenants. However, if it's going to transfer cost to us tenants, we can live without it.

## 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
<b>Capital Improvements</b>	<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. <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. <input type="checkbox"/> Property owner did not obtain finalized permit(s) for work that required permit(s). <input checked="" type="checkbox"/> The claimed improvements were not primarily a benefit to the tenants. <input checked="" type="checkbox"/> Other (provide explanation): <u>This is a cosmetic improvement to the owner's property.</u>
<b>Uninsured Repair Costs</b>	<input type="checkbox"/> Property owner received insurance reimbursement for claimed costs. <input type="checkbox"/> The need for some or all of the repairs was not caused by a natural disaster. <input type="checkbox"/> Other (provide explanation): _____
<b>Increased Housing Service Costs</b>	<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. <input type="checkbox"/> Property owner did not include all rental income or all expenses as required. <input type="checkbox"/> Other (provide explanation): _____
<b>Fair Return</b>	<input type="checkbox"/> Property owner did not provide adequate information or documentation on gross income or gross expenses as required. <input type="checkbox"/> Other (provide explanation): _____
<b>Banking</b>	<input type="checkbox"/> I have received an annual CPI increase each year since I moved in. <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. <input type="checkbox"/> I moved into the current unit more than 10 years ago. My rent amount 11 years ago was \$_____/month. <input type="checkbox"/> Other (provide explanation): _____
<b>Additional Occupant(s)</b>	<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). <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.) <input type="checkbox"/> The person does not permanently reside in the unit. <input type="checkbox"/> Other (provide explanation): _____
<b>Tenant Not Residing in the Unit as Principal Residence</b>	<input checked="" type="checkbox"/> As of the date the petition is filed, I reside in the unit as my principal residence.

**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.

Joyce Smith  
Tenant 1 Signature

1-5-2024  
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 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

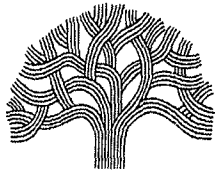
**INTERPRETATION SERVICES**

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: \_\_\_\_\_

*-END OF RESPONSE-*



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

*[Faint stamp: RENT ADJUSTMENT PROGRAM]*

JAN - 8 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 copy of this *PROOF OF SERVICE* form to the person(s) being served together with the documents being served.
- 4) File a completed copy of this *PROOF OF SERVICE* form with RAP together with your Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 01 / 05 / 2024 served a copy of (check all that apply):

☒ **TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus \_\_\_\_\_ attached pages (number of pages attached to Response not counting the Response form or *PROOF OF SERVICE*)

☐ Other: \_\_\_\_\_

by the following means (check one):

☒ **United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☐ **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	University President Associates, Lp. <i>ATTN: Evan Darragh</i>
Address	1717 Powell Street
City, State, Zip	San Francisco, CA 94133

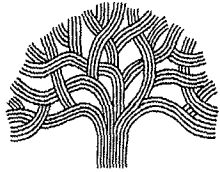
Name	City of Oakland Rent Adjustment Program
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612-0243

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

Joyce Smith  
 PRINTED NAME

Joyce Smith  
 SIGNATURE

1-5-2024  
 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**

JAN 11 2024

OAKLAND RENT  
ADJUSTMENT PROGRAM  
CASE NUMBER L - 24-0002

**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>366</u>	<u>Bellevue Ave</u>	<u>104</u>	Oakland, CA <u>94610</u>
Street Number	Street Name	Unit Number	Zip Code
<u>Allen</u>	<u>Vaughan</u>		
Your First Name	Last Name		
Mailing Address (if different from above): _____			
Primary Telephone: <u>(510) 978-3249</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	Are you current on your rent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*	
Number of units on the property: <u>26</u>		If not current, explain why: _____	
(*Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.)			
Case number(s) of any relevant prior Rent Adjustment case(s): <u>L23-0042</u>			
<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: 4/12/2009 Initial Rent at Move-In: \$ \_\_\_\_\_ Current Rent: \$ 1481.00

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): 2009  
☐ 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>02/28/23</u>	<u>04/01/23</u>	\$ <u>1465.00</u>	\$ <u>1480.00</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Feb. 2022</u>	<u>04/01/22</u>	\$ <u>1437.00</u>	\$ <u>1465.00</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Feb. 2021</u>	<u>04/01/21</u>	\$ _____	\$ <u>1437.00</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Feb. 2020</u>	<u>04/01/20</u>	\$ <u>1234.83</u>	\$ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Jan. 2018</u>	<u>03/01/18</u>	\$ <u>1207.07</u>	\$ <u>1234.83</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 Appendix A of the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies of Appendix A 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.)
- ☒ I believe the property owner is not entitled to the proposed rent increase because:
1. I am disabled and the garbage chute in the building has not been fixed since 2018.
  2. This capital improvement is not primarily benefiting tenants. not like fixing the garbage chute.



## 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
<b>Capital Improvements</b>	<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. <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. <input type="checkbox"/> Property owner did not obtain finalized permit(s) for work that required permit(s). <input checked="" type="checkbox"/> The claimed improvements were not primarily a benefit to the tenants. <input checked="" type="checkbox"/> Other (provide explanation): <u>This capital improvement is just a cosmetic improvement to owner's property.</u>
<b>Uninsured Repair Costs</b>	<input type="checkbox"/> Property owner received insurance reimbursement for claimed costs. <input type="checkbox"/> The need for some or all of the repairs was not caused by a natural disaster. <input type="checkbox"/> Other (provide explanation): _____
<b>Increased Housing Service Costs</b>	<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. <input type="checkbox"/> Property owner did not include all rental income or all expenses as required. <input type="checkbox"/> Other (provide explanation): _____
<b>Fair Return</b>	<input type="checkbox"/> Property owner did not provide adequate information or documentation on gross income or gross expenses as required. <input type="checkbox"/> Other (provide explanation): _____
<b>Banking</b>	<input type="checkbox"/> I have received an annual CPI increase each year since I moved in. <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. <input type="checkbox"/> I moved into the current unit more than 10 years ago. My rent amount 11 years ago was \$_____/month. <input type="checkbox"/> Other (provide explanation): _____
<b>Additional Occupant(s)</b>	<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). <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.) <input type="checkbox"/> The person does not permanently reside in the unit. <input type="checkbox"/> Other (provide explanation): _____
<b>Tenant Not Residing in the Unit as Principal Residence</b>	<input type="checkbox"/> As of the date the petition is filed, I reside in the unit as my principal residence.

**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 may send certain documents only electronically and not by first class mail.

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**MEDIATION PROGRAM**

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

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

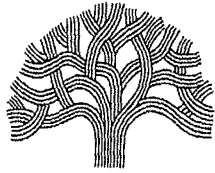
\_\_\_\_\_  
Tenant Signature\_\_\_\_\_  
Date**INTERPRETATION SERVICES**

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

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

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

*-END OF RESPONSE-*



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

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

On the following date: 1 / 9 / 2024 served a copy of (check all that apply):

☒ **TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus \_\_\_\_\_ attached pages (number of pages attached to Response not counting the Response form or *PROOF OF SERVICE*)

☐ Other: \_\_\_\_\_

by the following means (check one):

☒ **United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☐ **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	University President Associates, Lp. Attn: Evan Darragh
Address	1717 Powell Street
City, State, Zip	San Francisco, CA 94133

Name	City of Oakland Rent Adjustment Program
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612-0243

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

Allen Vaughan

PRINTED NAME

Allen Vaughan

SIGNATURE

Jan. 9, 2024

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.

### 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.**

Supporting documents for Property Owner Petition for Approval of Rent Increase for Case Number L24-0002.

I served a copy of:

\_\_\_\_\_  
(insert name of document served)  
☐ And Additional Documents

and (write number of attached pages) 46 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.

X Sent via email to [SSmekonnen@att.net](mailto:SSmekonnen@att.net) as requested in tenant response to owner petition for approval of rent increase received 2/5/2024.

#### PERSON(S) SERVED:

Name	<a href="#">Mekonnen Seyoum</a>
Address	<a href="#">366 Bellevue Avenue Unit 303</a>
City, State, Zip	<a href="#">Oakland, CA 94610</a>

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 02/05/2024 (insert date served).

Evan Darragh

PRINT YOUR NAME

Evan Darragh

SIGNATURE

02/05/2024

DATE

Account Statement

BUSINESS ANALYZED CHECKING

Statement Period: March 01, 2023-  
March 31, 2023

Account Number: [REDACTED]

UNIVERSITY PRESIDENT ASSOCIATES LP

Account Activity

Date	Description	Amount
Deposits and Credits (Continued)		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
03/23	ACH DEBIT CITY OF OAKLAND CTYOAKLAND UNIVERSITY PRESIDE [REDACTED] [REDACTED]	\$10,644.09 -
Total Withdrawals and Debits		[REDACTED]

Fee Summary

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	[REDACTED]	[REDACTED]
Total Returned Item Fees	[REDACTED]	[REDACTED]

Message

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





Guest

[Home](#) [Report a Problem](#)[Find Account](#) → [Registration](#) → [Calculation](#) → [Payment](#) → **Receipt**

Account # 00206232

UNIVERSITY PRESIDENT ASSOCIATES LP

**Business License Online Renewal**

PRINT THIS PAGE FOR YOUR RECORD

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

Submission Date 2/6/2023  
Confirmation # 409306

**Account Information**

Account # 00206232  
Expire Date 12/31/2023  
Name UNIVERSITY PRESIDENT ASSOCIATES LP  
Address 366 BELLEVUE AVE  
City OAKLAND  
Phone (415) 773-0828

**Summary****Input Amount****Tax Calculation**

Current Year Business Tax – Residential/Non-Residential Rental	574,164.22	\$8,009.59
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$4.50
Total # of Employees, Excluding Owners - report only employees that work within Oakland		\$0.00

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

a. Total # of units per Alameda County Records:	26	\$2,626.00
<b>Total Due</b>		<b>\$10,644.09</b>

**Payment Information**

Payment Amount	\$10,644.09
----------------	-------------

After printing or saving this page for your records, you may close this browser window/tab.

Powered by Hdt

Select Language ▼

Have a question?

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

**ACCOUNT  
NUMBER**  
00206232

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**

UNIVERSITY PRESIDENT ASSOCIATES LP

**BUSINESS LOCATION**

366 BELLEVUE AVE  
OAKLAND, CA 94610-3459

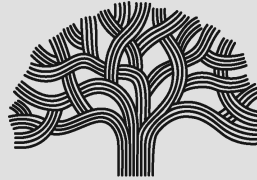
**BUSINESS TYPE**

O2 Rental - Apartment

**EXPIRATION DATE**

12/31/2023

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>



UNIVERSITY PRESIDENT ASSOCIATES LP  
ISABELLE MAZZONI  
1717 POWELL ST STE 300  
SAN FRANCISCO, CA 94133-2823

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!

**000237**

Oakland Unit Registration

Unit	Address	Unit Name	Unit Type	Year Unit Created	Status	Occupancy Type	Initial Rent	Item s	Current Rent	Occupancy Start Date	Date of Most Recent Rent Increase	Amount of Most Recent Rent Increase	Services Provided	Amount of Security Deposit	Number of Occupants	Tenant Name 1	Tenant Email 1	Tenant phone 1	Tenant Name 2	Tenant Email 2	Reason Previous Tenancy Ended	Date Previous Tenant Vacated	Number of Bedrooms	Number of Bathrooms	Water Metering	Electricity Metering	Gas Metering
366 BELLEVUE AVE OAKLAND CA 94610 US	101		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 650.00	\$ 1,429.51	12/01/1998		05/01/2023	10/01/2021	\$ 63.54	Water, Refuse/Recycle	\$ 95.00	1	Pablo Rose	noemail@email.com				Unknown		2	2	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	102		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 2,600.00	\$ 2,600.00	05/01/2023				\$ 0.00	Water, Refuse/Recycle	\$ 2,400.00	2	Rahel Milte Kahsay	noemail@email.com		Bassan Manna	noemail@email.c	Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	103		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 1,595.00	\$ 1,990.59	02/01/2014		04/01/2023		\$ 57.97	Water, Refuse/Recycle	\$ 1,595.00	2	Alexandre Glenard	alisonemner@gmail.com				Unknown		2	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	104		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 1,075.00	\$ 1,480.01	04/12/2009		04/01/2023		\$ 43.10	Water, Refuse/Recycle	\$ 1,000.00	1	Allen Vaughan	noemail@email.com				Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	105		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 620.00	\$ 1,343.13	06/01/1988		01/01/2023		\$ 39.12	Water, Refuse/Recycle	\$ 720.00	2	Joyce Smith	noemail@email.com		Charles Smith	noemail@email.c	Unknown		2	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	106		Multifamily Property - Two or f 1969	Non-Exempt	Vacant - Available f			05/05/2023															1	1			
366 BELLEVUE AVE OAKLAND CA 94610 US	107		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 600.00	\$ 920.59	11/28/1998		01/01/2023		\$ 26.81	Water, Refuse/Recycle	\$ 900.00	1	Sunfun Su	sunjsara@yahoo.com				Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	108		Multifamily Property - Two or f 1969	Non-Exempt	Vacant - Available f			05/30/2023															1	1			
366 BELLEVUE AVE OAKLAND CA 94610 US	201		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 710.00	\$ 1,256.86	09/01/1993		01/01/2020		\$ 36.61	Water, Refuse/Recycle	\$ 1,400.00	1	Victoria Gambrell	noemail@email.com				Unknown		2	2	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	202		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 2,495.00	\$ 2,495.00	10/01/2021				\$ 0.00	Water, Refuse/Recycle	\$ 2,495.00	2	Jonathan Brywater	noemail@email.com				Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	203		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 2,800.00	\$ 2,884.00	08/01/2020		08/01/2022		\$ 84.00	Water, Refuse/Recycle	\$ 2,800.00	2	Elise Marie Brown	noemail@email.com				Unknown		2	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	204		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 1,950.00	\$ 1,950.00	03/01/2023				\$ 0.00	Water, Refuse/Recycle	\$ 1,900.00	2	Elen Y Yehedago	noemail@email.com				Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	205		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 2,200.00	\$ 2,410.10	12/01/2020		01/01/2023		\$ 39.90	Water, Refuse/Recycle	\$ 1,700.00	2	Liya Tesfamicheal	noemail@email.com				Unknown		2	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	206		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 2,300.00	\$ 2,300.00	06/01/2021				\$ 0.00	Water, Refuse/Recycle	\$ 2,300.00	2	Ty Clarke	noemail@email.com				Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	207		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 580.00	\$ 934.16	12/25/1996		01/01/2023		\$ 27.21	Water, Refuse/Recycle	\$ 870.00	2	Yeh Hwang	noemail@email.com				Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	301		Multifamily Property - Two or f 1969	Non-Exempt	Manager			08/15/2020															1	1			
366 BELLEVUE AVE OAKLAND CA 94610 US	302		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 1,307.27	\$ 1,464.10	08/10/2008		10/01/2021		\$ 65.07	Water, Refuse/Recycle	\$ 1,000.00	2	Calos Zepeda	noemail@email.com				Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	303		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 1,636.42	\$ 1,803.82	03/15/2007		08/01/2022		\$ 52.54	Water, Refuse/Recycle	\$ 1,395.00	3	Mekonnen Seyoum	ssmekonnen@att.net				Unknown		2	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	304		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 1,050.00	\$ 1,329.48	04/19/2008		06/01/2023		\$ 36.72	Water, Refuse/Recycle	\$ 800.00	2	Barbara Pemberton	noemail@email.com				Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	305		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 1,375.00	\$ 1,723.59	08/15/2009		08/01/2022		\$ 50.20	Water, Refuse/Recycle	\$ 1,000.00	3	Getchew Desybelew	getsam04@yahoo.com		Aster Amose	noemail@email.c	Unknown		2	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	306		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 1,025.00	\$ 1,284.85	10/16/2011		01/01/2023		\$ 37.42	Water, Refuse/Recycle	\$ 1,025.00	1	Osmany Hernandez	noemail@email.com				Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	307		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 1,175.00	\$ 1,445.89	06/05/2012		10/01/2021		\$ 64.26	Water, Refuse/Recycle	\$ 1,175.00	1	Andrew Gaubatz	noemail@email.com				Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	308		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 2,300.00	\$ 2,369.00	02/12/2022		03/01/2023		\$ 69.00	Water, Refuse/Recycle	\$ 2,200.00	1	Rebecca Grayzel	noemail@email.com				Unknown		1	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	PH 401		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 4,095.00	\$ 4,095.00	07/01/2020		08/01/2022		\$ 0.00	Water, Refuse/Recycle	\$ 4,095.00	1	Carolyn Clark	noemail@email.com				Unknown		2	1	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	PH 402		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 4,545.00	\$ 4,545.00	07/25/2020		08/01/2022		\$ 0.00	Water, Refuse/Recycle	\$ 4,495.00	2	Maxell Lapidis	noemail@email.com		Jasmine Ruddy	noemail@email.c	Unknown		3	2	Master metri individualh	Individually Metered	
366 BELLEVUE AVE OAKLAND CA 94610 US	208		Multifamily Property - Two or f 1969	Non-Exempt	Tenant	\$ 989.41	\$ 1,090.63	12/05/1994		01/01/2023		\$ 31.77	Water, Refuse/Recycle	\$ 675.00	1	Joale Robinso	noemail@email.com				Unknown		1	1	Master metri individualh	Individually Metered	

CITY OF OAKLAND

Evan Darragh  

My Dashboard

Overview

Parcel Number : 010078402701 | Site Address : 366 BELLEVUE AVE OAKLAND CA 94610 US | Year Built : 1969 | Assessor Total Unit Count : 26 | Total Units Added : 26 | Property Status : Registration Completed

← Back

My Cases

Columns

Export to Excel

Search...

Case Number	Created On Entity	Case Type	Created On	Updated Date	Status
<div></div>	<div></div>	<div></div>			<div></div>
<a href="#">RR2023-2346657</a>	APN: 010078402701	Rent Registry	04/05/2023 10:21 AM	06/26/2023 07:24 PM	Registration Completed

1

10 items per page

1-1 of 1 Items

000238

## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

### TENANTS’ SMOKING POLICY DISCLOSURE

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

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

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

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

## 住宅租金調整計劃的租客通知書

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

### 針對租客的吸煙政策聲明

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

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

我於 \_\_\_\_\_ 收到本通知書 \_\_\_\_\_  
(日期) (租客簽名)

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

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

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## AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

## INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en la Unidad \_\_\_\_\_, la unidad que

usted pretende alquilar.

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

Recibí una copia de este aviso el \_\_\_\_\_  
(Fecha) (Firma del inquilino)

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

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

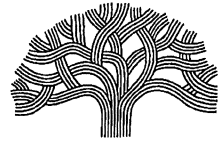


# Relevant Petition Background Information

RECEIVED

OCT 14 2023

CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

## **CORRECTED ADMINISTRATIVE DECISION**

**CASE NUMBER**                      **L23-0043**

**CASE NAME:**                      **University President Associates LP v. Tenants**

**PROPERTY ADDRESS:**        **366 Bellevue Avenue**  
   **Oakland, CA**

**PARTIES:**                          **Flynn Investments Inc., Owner's Agent**

## **CORRECTION**

An Administrative Decision was issued on April 5, 2023. There are typographical errors in the Administrative Decision. This Corrected Administrative Decision is issued to correct the typographical errors. These are clerical errors, and there is no further appeal period.

## **SUMMARY OF DECISION**

The Owner's petition is denied.

## **INTRODUCTION**

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

**000245**

## **BACKGROUND**

On July 20, 2023, the Owner filed the petition herein. The petition requested approval of a rent increase on the grounds of capital improvements made to the subject property. The petition was completed under penalty of perjury and did not state that the Owner (or a previous owner) had given the City of Oakland's Notice to Tenants of Residential Rent Adjustment Program to the tenants in each affected unit by the petition, did not provide a Business Tax Certificate, proof of payment of the RAP Fee, did not provide evidence of registration with the Rent Adjustment Program, and did not provide organized documentation showing the justification and detailed calculations.

On August 9, 2023, the petitioner was served with a Notice of Incomplete Petition, and the petitioner was given 35 days to file the necessary documents to complete the petition.<sup>1</sup> The Owner provided a copy of the Business Tax Certificate, evidence of Registration with the Rent Adjustment Program, some documentation showing the justification and detailed calculations, and evidence of service of the RAP Notice to the affected tenants on August 25, 2023.

## **RATIONALE FOR ADMINISTRATIVE DECISION**

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the Notice to Tenants of the Rent Adjustment Program (RAP Notice) at the start of a tenancy<sup>2</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>3</sup> Likewise, the Ordinance requires an owner filing a petition seeking a rent increase to provide evidence of a current City Business License, evidence of payment of the Rent Adjustment Program Service Fee, evidence of registration with the Rent Adjustment Program, and evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed. Effective September 21, 2016, Owners are required to provide a RAP Notice in the following languages: English, Spanish, and Chinese.<sup>4</sup>

---

<sup>1</sup> O.M.C. §8.22.090(B)(1) requires, inter alia, evidence of possession of a current City business license, evidence of payment of the rent adjustment program service fee, and evidence of registration with the Rent Adjustment Program.

<sup>2</sup> O.M.C. § 8.22.060(A)

<sup>3</sup> O.M.C. § 8.22.070(H)(1)(A)

<sup>4</sup> RAP Notices in the required languages are provided by the Rent Adjustment Program.

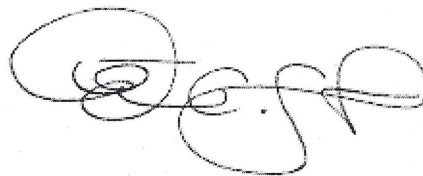
The Owner has the burden of proving service of the Notice. Failure of an Owner to provide the required notice may be cured if the Owner gives the notice at least six months prior to serving the rent increase notice on the tenant or at least six months prior to filing a petition.

The Owner's Agent herein filed the petition on July 5, 2023, signed under the penalty of perjury. The Owner provided a copy of the Business Tax Certificate, evidence of Registration with the Rent Adjustment Program, and evidence of service of the RAP Notice to the affected tenants on August 25, 2023. Therefore, the service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building was not completed before the petition was filed as required. Therefore, the Owner must wait six months from the service to file a petition.

Accordingly, the earliest date the Owner can file a petition is December 5, 2023. Therefore, the petition herein filed on July 20, 2023, prior to the service of the RAP Notice, cannot proceed. As such, the petition is denied.

### **ORDER**

1. Petition L23-0043 is denied.
2. The Remote Settlement Conference and Hearing, scheduled for September 13, 2023, is canceled.



Dated: October 12, 2023

---

Élan Consuella Lambert  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number: L23-0043**

**Case Name: University President Associates LP v. Tenants**

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

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

**Documents Included**

Corrected Administrative Decision

**Owner**

University President Associates LP University President Associates LP, University President Associates LP  
1717 Powell Street  
San Francisco, CA 94133

**Owner Representative**

Flynn Investments, Inc.  
1717 Powell Street  
San Francisco, CA 94133

**Tenant**

Abraham Hagos  
366 Bellevue Avenue Unit 301  
Oakland, CA 94610

**Tenant**

Alexandre Glenard  
366 Bellevue Avenue Unit 103  
Oakland, CA 94610

**Tenant**

Allen Vaughn  
366 Bellevue Avenue Unit 104  
Oakland, CA 94610

**Tenant**

Andrew Gaubatz  
366 Bellevue Avenue Unit 307  
Oakland, CA 94610

**Tenant**

Angel Mateo  
366 Bellevue Avenue Unit 306  
Oakland, CA 94610

**000248**

**Tenant**

Barbara Pemberton  
366 Bellevue Avenue Unit 304  
Oakland, CA 94610

**Tenant**

Calos Zepeda  
366 Bellevue Avenue Unit 302  
Oakland, CA 94610

**Tenant**

Carolyn Clarke  
366 Bellevue Avenue Unit 401  
Oakland, CA 94610

**Tenant**

Elise Brown  
366 Bellevue Avenue Unit 203  
Oakland, CA 94610

**Tenant**

Getachew Desybelew  
366 Bellevue Avenue Unit 305  
Oakland, CA 94610

**Tenant**

Joale Robinso  
366 Bellevue Avenue Unit 208  
Oakland, CA 94610

**Tenant**

Jonathan Bywater  
366 Bellevue Avenue Unit 202  
Oakland, CA 94610

**Tenant**

Joyce Smith  
366 Bellevue Avenue Unit 105  
Oakland, CA 94610

**Tenant**

Liya Tesfamicheal  
366 Bellevue Avenue Unit 205  
Oakland, CA 94610

**Tenant**

Maxwell Lapidés  
366 Bellevue Avenue Unit 402  
Oakland, CA 94610

**Tenant**

Mekonnen Seyoum  
366 Bellevue Avenue Unit 303  
Oakland, CA 94610

**Tenant**

Paolo Rose  
366 Bellevue Avenue Unit 101  
Oakland, CA 94610

**Tenant**

Rebecca Grayzel  
366 Bellevue Avenue Unit 308  
Oakland, CA 94610

**Tenant**

Sunfun Su  
366 Bellevue Avenue Unit 107  
Oakland, CA 94610

**Tenant**

Ty Clarke  
366 Bellevue Avenue Unit 206  
Oakland, CA 94610

**Tenant**


Victoria Gambrell  
366 Bellevue Avenue Unit 201  
Oakland, CA 94610

**Tenant**

Yeh Hwang  
366 Bellevue Avenue Unit 207  
Oakland, CA 94610

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 **October 12, 2023** in Oakland, California.



Brittnei Jackson

Oakland Rent Adjustment Program

# Calculations



Capital Improvement Calculator  
City of Oakland Rent Adjustment Program

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE										
								Petition Date		12/6/23
								Number of Residential Units		26
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)
Exterior Paint	1/17/2023	02/09/23	\$68,587.00	\$48,010.90	\$1,846.57	5.379%	5	\$914.38	\$35.17	OK
Subtotal (with weighted averages)				\$48,010.90	\$1,846.57	5.379%	5	\$914.38	\$35.17	
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					\$1,846.57	5.379%	5		\$35.17	

Capital Improvement Calculator  
City of Oakland Rent Adjustment Program

[illegible]

# Contract

GONZALEZ PAINTING  
448 LONDON STREET  
SAN FRANCISCO CA 94112  
CA US  
(415) 946-9494  
PaintingSF@gmail.com

## Estimate

### ADDRESS

Meridian Management Group

ESTIMATE # 2241

DATE 09/07/2022

### ACTIVITY

### AMOUNT

Proposal for exterior seal and paint at 366 Bellevue, Oakland

Pressure wash the walls.

Mask all window during painting.

Wet scrape and sand loose peeling paint.

Protect all surfaces not to be coated.

Remove failed and defective caulking.

Open up and clean out cracks.

Sand rust off metal surfaces.

Ensure a clean, dry and sound substrate before applying coatings.

Install new sealants around the perimeter of window openings where missing.

Use only acrylic urethane caulking for a water tight surfaces.

Replace loose and missing window glaze.

Full prime where needed.

Four color scheme.

Clean up on a daily basis.

Any dry rot discovered will be extra cost.

### Services

9,800.00

Scaffolding and netting

### Services

48,500.00

Labor and materials

License no 948218

Contractor  
signature \_\_\_\_\_

TOTAL

**\$58,300.00**

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted By

Accepted Date

**000255**

GONZALEZ PAINTING  
448 LONDON STREET  
SAN FRANCISCO CA 94112  
CA US  
(415) 946-9494  
PaintingSF@gmail.com

## Estimate

### ADDRESS

Meridian Management Group  
JOB: 366 BELLEVUE,  
OAKLAND

ESTIMATE # 2283

DATE 01/24/2023

### ACTIVITY

### AMOUNT

#### Services

5,800.00

JOB: 366 BELLEVUE, OAKLAND DRY ROT REPAIRS ON EXTERIOR

To replace

200' of dry rot windows trim

45' of 1" x 10" facias fj

30' of 2" x 14" df

36' of 3" x 4" fj cedar trim

50' of 1" x 4" fj cedar trim

2 sheets of T-1 - 11 siding

Contractor

TOTAL

**\$5,800.00**

signature \_\_\_\_\_

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted By

Accepted Date

**000256**

# Invoices & Checks

## Expense Distribution (Paid Only)

Property=0170 AND Account=6620 AND mm/yy=01/2023-12/2023

Account Code - Name									
Invoice									
Check									
Vendor Code - Name	Control	Property	Invoice #	Date	Period	Amount	Check #	Date	Remarks
<b>6620 - Special Renovation</b>									
951814 - GONZALEZ PAINTING LLC	P-615626	0170	3122	1/26/2023	02-2023	20,000.00	1206	2/10/2023	
951814 - GONZALEZ PAINTING LLC	P-615631	0170	3128	2/8/2023	02-2023	44,100.00	1210	2/14/2023	
100254 - MERIDIAN MANAGEMENT GROUP	P-625215	0170	021723-170	2/17/2023	04-2023	4,487.00	1264	4/20/2023	Supervision fee
<b>Total 6620 - Special Renovation</b>						<b>68,587.00</b>			
						<b>68,587.00</b>			

GONZALEZ PAINTING  
448 LONDON STREET  
SAN FRANCISCO CA 94112  
CA US  
(415) 946-9494  
PaintingSF@gmail.com

## INVOICE

**BILL TO**  
Meridian Management Group

**INVOICE #** 3122  
**DATE** 01/26/2023  
**DUE DATE** 02/10/2023

ACTIVITY	AMOUNT
<b>Services</b>	20,000.00
JOB: 366 BELLEVUE FIRST PAYMENT FOR SCAFFOLDING AND MATERIALS	
LICENSE NO 948218 B,C33	

---

BALANCE DUE **\$20,000.00**

**000259**



UNIVERSITY PRESIDENT ASSOC.,LP-366 Bellevue  
MERIDIAN MANAGEMENT GROUP  
TRUST ACCOUNT  
1145 BUSH STREET  
SAN FRANCISCO, CA 94109

First Republic Bank  
1699 Van Ness Avenue  
San Francisco, CA 94109

1206

11-8166/3210

02/10/2023

\$20,000.00\*\*

\*\*\*\* TWENTY THOUSAND AND 00/100 DOLLARS  
TO THE ORDER OF

GONZALEZ PAINTING LLC  
448 LONDON STREET  
SAN FRANCISCO, CA 94112



MEMO: 50T63

000260

⑈001206⑈

PMorganChaseBank

10/10/2010 10:10:10 AM

10/10/2010 10:10:10 AM

DEPOSITED TO ACCOUNT OF  
JPMORGAN CHASE BANK, N.A.  
FOR DEPOSIT ONLY

000261

GONZALEZ PAINTING  
448 LONDON STREET  
SAN FRANCISCO CA 94112  
CA US  
(415) 946-9494  
PaintingSF@gmail.com

## INVOICE

**BILL TO**  
Meridian Management Group

**INVOICE #** 3128  
**DATE** 02/08/2023  
**DUE DATE** 03/10/2023  
**TERMS** Net 30

ACTIVITY	AMOUNT
Proposal for exterior seal and paint at 366 Bellevue, Oakland Pressure wash the walls. Mask all window during painting. Wet scrape and sand loose peeling paint. Protect all surfaces not to be coated. Remove failed and defective caulking. Open up and clean out cracks. Sand rust off metal surfaces. Ensure a clean, dry and sound substrate before applying coatings. Install new sealants around the perimeter of window openings where missing. Use only acrylic urethane caulking for a water tight surfaces. Replace loose and missing window glaze. Full prime where needed. Four color scheme. Clean up on a daily basis. Any dry rot discovered will be extra cost.	
<b>Services</b> Scaffolding and netting	14,800.00
<b>Services</b> Labor and materials License no 948218	43,500.00
<b>Services</b> All dryrot repairs	5,800.00

License no 948218

**BALANCE DUE**

**\$64,100.00**

**000262**

GONZALEZ PAINTING  
448 LONDON STREET  
SAN FRANCISCO CA 94112  
CA US  
(415) 946-9494  
PaintingSF@gmail.com

## INVOICE

**BILL TO**  
Meridian Management Group

**INVOICE #** 3128  
**DATE** 02/08/2023  
**DUE DATE** 03/10/2023  
**TERMS** Net 30

ACTIVITY	AMOUNT
Proposal for exterior seal and paint at 366 Bellevue, Oakland Pressure wash the walls. Mask all window during painting. Wet scrape and sand loose peeling paint. Protect all surfaces not to be coated. Remove failed and defective caulking. Open up and clean out cracks. Sand rust off metal surfaces. Ensure a clean, dry and sound substrate before applying coatings. Install new sealants around the perimeter of window openings where missing. Use only acrylic urethane caulking for a water tight surfaces. Replace loose and missing window glaze. Full prime where needed. Four color scheme. Clean up on a daily basis. Any dry rot discovered will be extra cost.	
<b>Services</b> Scaffolding and netting	14,800.00
<b>Services</b> Labor and materials License no 948218	43,500.00
<b>Services</b> All dryrot repairs	5,800.00
<b>Services</b> First draw	-20,000.00

License no 948218

**BALANCE DUE**

**\$44,100.00**

**000263**

UNIVERSITY PRESIDENT ASSOC., LP-366 Bellevue  
MERIDIAN MANAGEMENT GROUP  
TRUST ACCOUNT  
1145 BUSH STREET  
SAN FRANCISCO, CA 94109

First Republic Bank  
1899 Van Ness Avenue  
San Francisco, CA 94109

11-8188/3210

1210

02/14/2023

\$44,100.00\*\*

\*\*\*\* FORTY FOUR THOUSAND ONE HUNDRED AND 00/100 DOLLARS  
TO THE ORDER OF

GONZALEZ PAINTING LLC  
448 LONDON STREET  
SAN FRANCISCO, CA 94112



MEMO: 50T63

0001210

000264

*[Handwritten Signature]*  
CREDITED TO ACCOUNT OF  
WITHIN NAMED PAYEE  
FOR DEPOSIT ONLY  
JPMorgan Chase Bank, N.A.

000265

Business Terms

JPMorgan Chase Bank

Mobile User Agreement

Terms of Use

Meridian Management Group  
1145 Bush Street  
SAN FRANCISCO, CA 94109  
TEL. 415-434-9700 FAX. 415-782-3833

Date: February 17, 2023

To: University Presidents Assoc., LP  
366 Bellevue Ave., Oakland

## **SUPERVISION FEE**

---

### **SEAL AND PAINT EXTERIOR**

**Building Code:** 0170

**Address:** 366 Bellevue Ave., Oakland, CA

Refer to checklist, ledger, invoices, estimate, approval & pictures

**TOTAL ..... \$ 64,100.00**

According to the Management Agreement, Owner shall pay Agent for coordination of major projects a seven percent (7%) coordination and supervision fee based on the total amount of monies expensed.

Seven (7.0%) percent of \$ 64,100.00 equals \$ 4,487.00

**TOTAL FEE FOR ABOVE: \$ 4,487.00**

Please make check payable to Meridian Management Group and reference the address on the check. Thank you very much.

UNIVERSITY PRESIDENT ASSOC., LP-368 Bellevue  
MERIDIAN MANAGEMENT GROUP  
TRUST ACCOUNT  
1145 BUSH STREET  
SAN FRANCISCO, CA 94109

First Republic Bank  
1699 Van Ness Avenue  
San Francisco, CA 94109

11-8168/3210

1264

04/20/2023

\$4,487.00\*\*\*

\*\*\*\* FOUR THOUSAND FOUR HUNDRED EIGHTY SEVEN AND 00/100 DOLLARS  
TO THE ORDER OF

MERIDIAN MANAGEMENT GROUP  
1145 BUSH STREET  
SAN FRANCISCO, CA 94109



⑈001264⑈

000267



For Deposit Only

CHECK HERE IF NOT A CURRENT

100 NORTH WHITE ST. AN P O BOX 556, OVERTON, ILL

THE UNIVERSITY OF CHICAGO

**000268**

השירותים המיושמים, המיושמים או המיושמים  
המיושמים המיושמים המיושמים

Security Features	Results of Check Alteration
<ul style="list-style-type: none"> <li>• 1. The security features are not visible on the front of the note.</li> <li>• 2. The security features are not visible on the back of the note.</li> <li>• 3. The security features are not visible on the sides of the note.</li> <li>• 4. The security features are not visible on the top of the note.</li> <li>• 5. The security features are not visible on the bottom of the note.</li> </ul>	<ul style="list-style-type: none"> <li>• 1. The security features are visible on the front of the note.</li> <li>• 2. The security features are visible on the back of the note.</li> <li>• 3. The security features are visible on the sides of the note.</li> <li>• 4. The security features are visible on the top of the note.</li> <li>• 5. The security features are visible on the bottom of the note.</li> </ul>

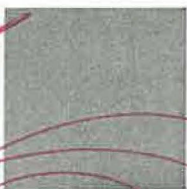
# Photos



perfect palette®

## 366 Bellevue

Daniela Franco, Property Services Rep, 323-215-7897, daniela.franco@dunnedwards.com



1 8



2 6 7



3 4



5



9

Scheme

2

1 Main Body - DET618 Industrial Age

2 Accent - DE6335 Novelty Navy

3 Windows - DEW383 Cool December

4 Fascia/Belly Band - DEW383 Cool December

5 Railings - DET619 Celluloid

6 Lower Body - DE6335 Novelty Navy

7 Balcony - DE6335 Novelty Navy

8 Address Numbers - DET618 Industrial Age

9 Lightpost - DEA002 Black

### DISCLAIMER

Paint colors represented are approximations and are not exact matches.

No guarantee is intended and approval of final colors, and color placement is the responsibility of the building owner or the owner's agent.

26011 NW

000270



---

**From:**  
**Sent:** Thursday, February 9, 2023 1:56 PM  
**To:**  
**Cc:**  
**Subject:** 170-366 Bellevue

Good afternoon, all,

More photos for your review and we are done with the project. Looks amazing! Thank you



























Sent from my iPhone



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)

**RECEIVED**

For Rent Adjustment Program date stamp.

**FEB - 9 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**

366 Bellevue Avenue 303 Oakland, CA 94610  
Street Number Street Name Unit Number Zip Code

Mekonnen Beyoum  
Your First Name Last Name

Mailing Address (if different from above):

Primary Telephone: 510 227 4445 Other Telephone: 510 227 4087 Email: ssmekonnen@att.net

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

Number of units on the property: 26

Are you current on your rent? ☒ Yes ☐ No\*

If not current, explain why:

(\*Note: You must be current on your rent or lawfully withholding rent in order to file a response. Checking "No" without providing an adequate explanation may result in your response being excluded and limit your participation in the hearing.)

Case number(s) of any relevant prior Rent Adjustment case(s): L24-0002

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

First Name Last Name Firm/Organization (if any)

Mailing Address:

Phone Number: Email:



## RENT HISTORY

Move-in Date: 03/15/2004 Initial Rent at Move-In: \$ 1460.<sup>00</sup> Current Rent: \$ 1848.92

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): 06/15/23  
☐ 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>06/15/23</u>	<u>08/01/23</u>	\$ <u>1803.82</u>	\$ <u>1848.92</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>03/31/22</u>	<u>08/01/22</u>	\$ <u>1751.28</u>	\$ <u>1803.82</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>no increase</u>	<u>-</u>	\$ <u>-</u>	\$ <u>-</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>no increase</u>	<u>-</u>	\$ <u>-</u>	\$ <u>-</u>	<input type="checkbox"/>	<input type="checkbox"/>
<u>06/10/19</u>	<u>08/01/2019</u>	\$ <u>1670.42</u>	\$ <u>1751.28</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 Appendix A of the Rent Adjustment Program Regulations or see the Rent Adjustment Ordinance. Copies of Appendix A 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.)
- ☐ I believe the property owner is not entitled to the proposed rent increase because: \_\_\_\_\_


<b>SPECIFIC RESPONSES</b> <i>(Optional)</i>	
<b>NOTE:</b> You do not have to make these claims in order for these issues to be decided by the Hearing Officer.	
Justification	Tenant Response
<b>Capital Improvements</b>	<input checked="" 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. <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. <input type="checkbox"/> Property owner did not obtain finaled permit(s) for work that required permit(s). <input checked="" type="checkbox"/> The claimed improvements were not primarily a benefit to the tenants. <input type="checkbox"/> Other (provide explanation): _____
<b>Uninsured Repair Costs</b>	<input type="checkbox"/> Property owner received insurance reimbursement for claimed costs. <input type="checkbox"/> The need for some or all of the repairs was not caused by a natural disaster. <input type="checkbox"/> Other (provide explanation): _____
<b>Increased Housing Service Costs</b>	<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. <input type="checkbox"/> Property owner did not include all rental income or all expenses as required. <input type="checkbox"/> Other (provide explanation): _____
<b>Fair Return</b>	<input type="checkbox"/> Property owner did not provide adequate information or documentation on gross income or gross expenses as required. <input type="checkbox"/> Other (provide explanation): _____
<b>Banking</b>	<input type="checkbox"/> I have received an annual CPI increase each year since I moved in. <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. <input type="checkbox"/> I moved into the current unit more than 10 years ago. My rent amount 11 years ago was \$_____/month. <input type="checkbox"/> Other (provide explanation): _____
<b>Additional Occupant(s)</b>	<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). <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.) <input type="checkbox"/> The person does not permanently reside in the unit. <input type="checkbox"/> Other (provide explanation): _____
<b>Tenant Not Residing in the Unit as Principal Residence</b>	<input type="checkbox"/> As of the date the petition is filed, I reside in the unit as my principal residence.



## 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

1/29/24  
\_\_\_\_\_  
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 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: \_\_\_\_\_

***-END OF RESPONSE-***



CITY OF OAKLAND

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

For Rent Adjustment Program date stamp.

**RECEIVED**

**FEB - 9 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 copy of this *PROOF OF SERVICE* form to the person(s) being served together with the documents being served.
- 4) File a completed copy of this *PROOF OF SERVICE* form with RAP together with your Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 02 / 03 / 24 I served a copy of (check all that apply):

- ☐ **TENANT RESPONSE TO OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus \_\_\_\_\_ attached pages (number of pages attached to Response not counting the Response form or *PROOF OF SERVICE*)
- ☐ Other: \_\_\_\_\_

by the following means (check one):

- ☐ **United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- ☒ **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	Isabelle Mazani / University President Associates, LP
Address	1777 Powell St.
City, State, Zip	8F, CA 94613

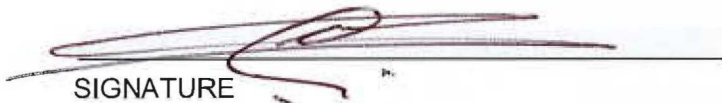
initials  
here



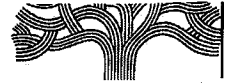
Name	MEKONEN SEYOUN
Address	366 BELLEVUE AVE. # 303
City, State, Zip	OAKLAND, CA 94612

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

MEKONEN SEYOUN  
PRINTED NAME

  
SIGNATURE

02/05/24  
DATE SIGNED



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4612-2034

Housing and Community Development  
Department Rent Adjustment Program

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

## **HEARING DECISION**

**CASE NUMBER:** L24-0002 University President Association LP v. Tenants

**PROPERTY ADDRESS:** 366 Bellevue Avenue, Oakland, CA

**DATE OF HEARING:** April 23, 2024

**DATE OF DECISION:** July 29, 2024

**APPEARANCES:** Shella Ehsan - Owner Representative  
Evan Darragh - Owner Representative  
Aster Mitiku - Tenant, Unit 305  
Carlos Zepeda - Tenant, Unit 302  
Sunfun Su – Tenant, Unit 107  
Joyce Smith – Tenant, Unit 105  
Victoria Gambrell – Tenant, Unit 201  
Yeh Feng Hwang – Tenant, Unit 207  
Weikuan Tang – Interpreter

## **SUMMARY OF DECISION**

The owner petition is granted in part.

## **CONTENTIONS OF THE PARTIES**

On December 6, 2023, the owner filed a Petition for Approval of Rent Increase based on building-wide capital improvements to the subject property.

Tenants from five (5) units filed a response to the owner petition (Units 107, 207, 105, 104, and 303). Tenants from six (6) units appeared for the hearing (Units 305, 302, 107, 105, 201, and 207).

## **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 twenty-six (26) units. On the petition, the owner indicated that only nineteen (19) units would be subject to the proposed 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 painting the entire exterior of the subject property and completing some exterior dry rot repairs at a total claimed cost of \$68,587.00. Finally, the owner representative testified that the Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice) was served to the tenants on August 25, 2023.

The owner representative submitted the following documents at the hearing:

1. Copy of a Business Tax Certificate and a receipt verifying payment of the Oakland Business Tax and the Rent Adjustment Program fee, as well as proof of registration with the City of Oakland Rent Registry.<sup>1</sup>
2. Copy of the RAP Notice issued to the tenants on August 25, 2023.<sup>2</sup>
3. An initial estimate from Gonzalez Painting dated September 7, 2022, for exterior painting in the amount of \$58,300.00 and for exterior dry rot repair in the amount of \$5,800.00.<sup>3</sup>
4. Copies of invoices and checks for the exterior painting and dry rot repair project totaling \$68,587.00 as described below<sup>4</sup>:
  - a. An invoice from Gonzalez Painting to Meridian Management Group dated January 26, 2023, in the amount of \$20,000.00 for the exterior painting, along with a corresponding check in the same amount issued to Gonzalez Painting on February 10, 2023.
  - b. An invoice from Gonzalez Painting to Meridian Management Group dated February 8, 2023, in the amount of \$44,100.00 for the exterior painting and dry rot repairs, along with a corresponding check in the same amount issued to Gonzalez Painting on February 14, 2023.
  - c. An invoice from Meridian Management Group to University Presidents Association, LP dated February 17, 2023, in the amount of \$4,487.00 for a supervision fee for the exterior painting and dry rot repair project, along with a corresponding check in the same amount issued to Gonzalez Painting on April 20, 2023.

---

<sup>1</sup> Exhibit 1

<sup>2</sup> Exhibit 2

<sup>3</sup> Exhibit 3

<sup>4</sup> Exhibit 4

5. Photographs of the subject building.<sup>5</sup>

## **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>6</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>7</sup> The improvements must primarily benefit the tenant rather than the owner.<sup>8</sup>

Seventy percent (70%) of the total cost for the capital improvement may be passed through to the tenants.<sup>9</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>10</sup>

Some of the work completed by the owner qualifies as a capital improvement. The exterior painting of the subject property at a cost of \$62,787.00 adds value to the entire building and prolongs the useful life of the property. It also primarily benefits the tenants. Therefore, the painting qualifies as a capital improvement project. The dry rot repairs at a cost of \$5,800.00 do not qualify as a capital improvement as they were repairs necessitated by deferred maintenance.

### **Calculation of Capital Improvement Pass-through**

Expenses claimed by the owner in the amount of \$62,787.00 for exterior painting meet the requirements for a capital improvement rent increase. 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>11</sup> and the amortization period may be adjusted to keep the pass-through under the state limit.

## **ORDER**

---

<sup>5</sup> Exhibit 5

<sup>6</sup> O.M.C. Section 8.22.070(C)

<sup>7</sup> Regulations, Appendix, Section 10.2.2(5)

<sup>8</sup> Regulations, Appendix A, §10.2

<sup>9</sup> Regulations, Appendix A, Section 10.2.3 (3)(a)

<sup>10</sup> Regulations Appendix, Section 10.2.3(2)

<sup>11</sup> Tenant Protection Act of 2019

1. The Owner Petition for Approval of Rent Increase L24-0002 is granted in part.
2. The maximum approved amount per month for an increase based on the capital improvements is \$31.00 for a 5-year amortization period.
3. The rent increase only applies to the nineteen (19) units listed in the petition.
4. 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: July 29, 2024

Maimoona Ahmad  
**Maimoona Ahmad**  
Hearing Officer, Rent Adjustment Program





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CA Relay Service 711

## **HEARING DECISION SUMMARY**

**CASE NUMBER:** L24-0002 University President Association LP v. Tenants  
**PROPERTY ADDRESS:** 366 Bellevue Avenue, Oakland, CA  
**DATE OF HEARING:** April 23, 2024  
**DATE OF DECISION:** July 29, 2024

### **ORDER**

1. The Owner Petition for Approval of Rent Increase L24-0002 is granted in part.
2. The maximum approved amount per month for an increase based on the capital improvements is \$31.00 for a 5-year amortization period.
3. The rent increase only applies to the nineteen (19) units listed in the petition.
4. 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.

Dated: July 29, 2024

*Maimoona Ahmad*

**Maimoona Ahmad**

Hearing Officer, Rent Adjustment Program

## IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE

Petition Date

Number of Residential Units

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)	At N An C B
Exterior Painting	1/26/23	04/20/23	\$62,787.00	\$43,950.90	\$1,690.42	3.827%	5	
Subtotal (with weighted averages)				\$43,950.90	\$1,690.42	3.827%	5	
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					\$1,690.42	3.827%	5	

## TOTAL RENT INCREASE FOR EACH UNIT

[illegible]

**PROOF OF SERVICE**

**Case Number: L24-0002**

**Case Name: University President Associates LP v. Tenants**

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

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

**Documents Included**

Hearing Decision

Hearing Decision Summary

Calculations

**Owner**

Evan Darragh

University President Associates LP

1717 Powell Street Suite 300

San Francisco, CA 94133

**Owner Representative**

Evan Darragh

Flynn Investments Inc.

1717 Powell Street Suite 300

San Francisco, CA 94133

**Tenant**

Abraham Hagos

366 Bellevue Avenue Unit 301

Oakland, CA 94610

**Tenant**

Alexandre Glenard

366 Bellevue Avenue Unit 103

Oakland, CA 94610

**Tenant**

Allen Vaughan

366 Bellevue Avenue Unit 104

Oakland, CA 94610

**Tenant**

Andrew Gaubatz

366 Bellevue Avenue Unit 307

Oakland, CA 94610

**Tenant**

Angel Mateo  
366 Bellevue Avenue Unit 306  
Oakland, CA 94610

**Tenant**

Barbara Pemberton  
366 Bellevue Avenue Unit 304  
Oakland, CA 94610

**Tenant**

Calos Zepeda  
366 Bellevue Avenue Unit 302  
Oakland, CA 94610

**Tenant**

Carolyn Clarke  
366 Bellevue Avenue Unit 401  
Oakland, CA 94610

**Tenant**

Getachew Desybelew  
366 Bellevue Avenue Unit 305  
Oakland, CA 94610

**Tenant**

Joale Robinso  
366 Bellevue Avenue Unit 208  
Oakland, CA 94610

**Tenant**

Jonathan Bywater  
366 Bellevue Avenue Unit 202  
Oakland, CA 94610

**Tenant**

Joyce Smith  
366 Bellevue Avenue Unit 105  
Oakland, CA 94610

**Tenant**

Liya Tesfamicheal  
366 Bellevue Avenue Unit 205  
Oakland, CA 94610

**Tenant**

Mekonnen Seyoum  
366 Bellevue Avenue Unit 303  
Oakland, CA 94610

**Tenant**

Paolo Rose  
366 Bellevue Avenue Unit 101  
Oakland, CA 94610

**Tenant**

Rebecca Grayzel  
366 Bellevue Avenue Unit 308  
Oakland, CA 94610

**Tenant**

Sunfun Su  
366 Bellevue Avenue Unit 107  
Oakland, CA 94610

**Tenant**

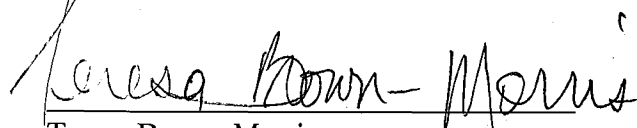
Victoria Gambrell  
366 Bellevue Avenue Unit 201  
Oakland, CA 94610

**Tenant**

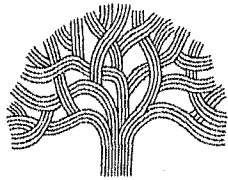
Yeh Hwang  
366 Bellevue Avenue Unit 207  
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **July 30, 2024** in Oakland, California.



Teresa Brown-Morris  
Oakland Rent Adjustment Program



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

**RECEIVED**

**AUG 19 2024**

OAKLAND RENT  
ADJUSTMENT PROGRAM

## APPEAL

<b>Appellant's Name</b> Allen Vaughan		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 366 Bellevue Ave Apt 104, Oakland, CA 94610			
<b>Appellant's Mailing Address (For receipt of notices)</b>		<b>Case Number</b> L24-0002	
		<b>Date of Decision appealed</b> July 29, 2024	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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 Form (insert name of document served)  
☒ And Additional Documents

and (write number of attached pages) 1 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>	University President Associates, LP Attn: Evan Darragh
<b>Address</b>	1717 Powell Street, Suite 300
<b>City, State Zip</b>	San Francisco, CA 94133
<b>Email Address</b>	Evan@flynninv.com
<b>Name</b>	City of Oakland - Rent Adjustment Program
<b>Address</b>	250 Frank H. Ogawa Plaza, Suite 5313
<b>City, State Zip</b>	Oakland, CA 94612-0243



**Email Address**

RAP@oaklandca.gov

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 08/16/2024 (insert date served).

Allen Vaughan

PRINT YOUR NAME

SIGNATURE

*Allen Vaughan*

August 16, 2024

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.

## **Explanation of Grounds for Appeal for Case Number L24-0002**

We, the tenants of 366 Bellevue Ave, Oakland, CA 94610, respectfully submit this appeal regarding the Hearing Decision made on July 29, 2024, which partially granted the Owner Petition for a Capital Improvements Rent Increase.

Before the current landlord, University President Associates, LP, acquired the property in August 2018, the previous landlord, J & R Associates, had recently painted the entire apartment building — both the interior and exterior. According to the law, Capital Improvements must primarily benefit the tenant, not just the owner. These improvements should materially add to the property's value, significantly extend its useful life, or bring it up to new building codes.

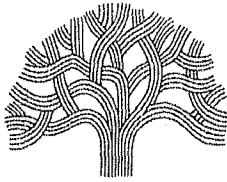
The recent petition for a Capital Improvement Rent Increase, which involves applying an additional coat of exterior paint, does not meet these criteria. Given that the building was already freshly painted just before the new ownership, this improvement seems more cosmetic and beneficial to the owner rather than to the tenants. It does not add substantial value or longevity to the property, and it raises concerns about potentially recurring expenses for tenants every five years for such superficial updates.

Therefore, we believe that this increase is both unnecessary and unfairly burdensome to the tenants, given the already recent paint job. We kindly request a review and reconsideration of this decision, and we appeal for a reversal or adjustment to ensure that any increases in rent due to Capital Improvements are justified and equitable.

Thank you for your attention to this matter. We appreciate your consideration of our appeal.

Sincerely,

Victoria Gambrell  
Yeh-Feng Hwang  
Joale Robinson  
Carlos Zepeda  
Mekonnen Seyoum  
Getachew Desybelew  
Allen Vaughan  
Joyce Smith  
Sunfun Su



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  
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For Rent Adjustment Program date stamp.

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ADJUSTMENT PROGRAM

**PROOF OF SERVICE**

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**PERSON(S) SERVED:**

Name	University President Associates, LP Attn: Evan Darragh
Address	1717 Powell Street, Suite 300
City, State, Zip	San Francisco, CA 94133
Email Address	Evan@flynninv.com

Name	City of Oakland - Rent Adjustment Program
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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 08/16/2024 (insert date served).

Allen Vaughan

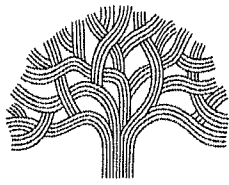
\_\_\_\_\_  
PRINT YOUR NAME

Allen Vaughan

SIGNATURE

\_\_\_\_\_  
August 16, 2024

DATE



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## APPEAL

<b>Appellant's Name</b> Joyce Smith	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 366 Bellevue Ave Apt 105, Oakland, CA 94610	
<b>Appellant's Mailing Address (For receipt of notices)</b>	<b>Case Number</b> L24-0002
	<b>Date of Decision appealed</b> July 29, 2024
<b>Name of Representative (if any)</b>	<b>Representative's Mailing Address (For notices)</b>

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.)*
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  - 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. •

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<b><u>City. State Zip</u></b>	Oakland, CA 94612-0243

**Email Address**

RAP@oaklandca.gov

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 08/16/2024 (insert date served).

Joyce Smith

PRINT YOUR NAME

SIGNATURE

August 16, 2024

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.



## **Explanation of Grounds for Appeal for Case Number L24-0002**

We, the tenants of 366 Bellevue Ave, Oakland, CA 94610, respectfully submit this appeal regarding the Hearing Decision made on July 29, 2024, which partially granted the Owner Petition for a Capital Improvements Rent Increase.

Before the current landlord, University President Associates, LP, acquired the property in August 2018, the previous landlord, J & R Associates, had recently painted the entire apartment building — both the interior and exterior. According to the law, Capital Improvements must primarily benefit the tenant, not just the owner. These improvements should materially add to the property's value, significantly extend its useful life, or bring it up to new building codes.

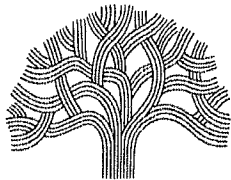
The recent petition for a Capital Improvement Rent Increase, which involves applying an additional coat of exterior paint, does not meet these criteria. Given that the building was already freshly painted just before the new ownership, this improvement seems more cosmetic and beneficial to the owner rather than to the tenants. It does not add substantial value or longevity to the property, and it raises concerns about potentially recurring expenses for tenants every five years for such superficial updates.

Therefore, we believe that this increase is both unnecessary and unfairly burdensome to the tenants, given the already recent paint job. We kindly request a review and reconsideration of this decision, and we appeal for a reversal or adjustment to ensure that any increases in rent due to Capital Improvements are justified and equitable.

Thank you for your attention to this matter. We appreciate your consideration of our appeal.

Sincerely,

Victoria Gambrell  
Yeh-Feng Hwang  
Joale Robinson  
Carlos Zepeda  
Mekonnen Seyoum  
Getachew Desybelew  
Allen Vaughan  
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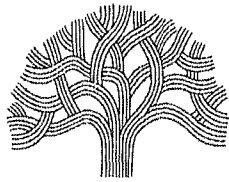
Joyce Smith

\_\_\_\_\_  
PRINT YOUR NAME

  
\_\_\_\_\_  
SIGNATURE

August 16, 2024

\_\_\_\_\_  
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## APPEAL

<b>Appellant's Name</b> Sunfun Su	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 366 Bellevue Ave Apt 107, Oakland, CA 9461C	
<b>Appellant's Mailing Address (For receipt of notices)</b>	<b>Case Number</b> L24-0002
	<b>Date of Decision appealed</b> July 29, 2024
<b>Name of Representative (if any)</b>	<b>Representative's Mailing Address (For notices)</b>

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.

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PRINT YOUR NAME



SIGNATURE

August 16, 2024

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## **Explanation of Grounds for Appeal for Case Number L24-0002**

We, the tenants of 366 Bellevue Ave, Oakland, CA 94610, respectfully submit this appeal regarding the Hearing Decision made on July 29, 2024, which partially granted the Owner Petition for a Capital Improvements Rent Increase.

Before the current landlord, University President Associates, LP, acquired the property in August 2018, the previous landlord, J & R Associates, had recently painted the entire apartment building — both the interior and exterior. According to the law, Capital Improvements must primarily benefit the tenant, not just the owner. These improvements should materially add to the property's value, significantly extend its useful life, or bring it up to new building codes.

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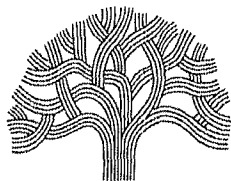
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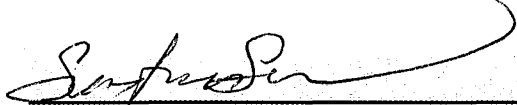
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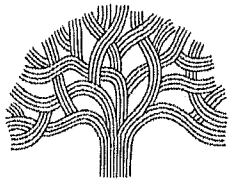
PRINT YOUR NAME



SIGNATURE

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**AUG 19 2024**

OAKLAND RENT  
ADJUSTMENT PROGRAM

## APPEAL

<b>Appellant's Name</b> Victoria Gambrell		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 366 Bellevue Ave Apt 201, Oakland, CA 9461C			
<b>Appellant's Mailing Address (For receipt of notices)</b>		<b>Case Number</b> L24-0002	<b>Date of Decision appealed</b> July 29, 2024
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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.)*
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- 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 Form (insert name of document served)  
☒ And Additional Documents

and (write number of attached pages) 1 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>	University President Associates, LP Attn: Evan Darragh
<b>Address</b>	1717 Powell Street, Suite 300
<b>City, State Zip</b>	San Francisco, CA 94133
<b>Email Address</b>	Evan@flynninv.com
<b>Name</b>	City of Oakland - Rent Adjustment Program
<b>Address</b>	250 Frank H. Ogawa Plaza, Suite 5313
<b>City, State Zip</b>	Oakland, CA 94612-0243

**Email Address**

RAP@oaklandca.gov

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 08/16/2024 (insert date served).

Victoria Gambrell

PRINT YOUR NAME



SIGNATURE

August 16, 2024

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.

## **Explanation of Grounds for Appeal for Case Number L24-0002**

We, the tenants of 366 Bellevue Ave, Oakland, CA 94610, respectfully submit this appeal regarding the Hearing Decision made on July 29, 2024, which partially granted the Owner Petition for a Capital Improvements Rent Increase.

Before the current landlord, University President Associates, LP, acquired the property in August 2018, the previous landlord, J & R Associates, had recently painted the entire apartment building — both the interior and exterior. According to the law, Capital Improvements must primarily benefit the tenant, not just the owner. These improvements should materially add to the property's value, significantly extend its useful life, or bring it up to new building codes.

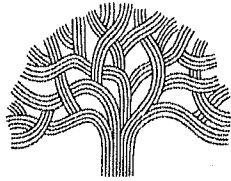
The recent petition for a Capital Improvement Rent Increase, which involves applying an additional coat of exterior paint, does not meet these criteria. Given that the building was already freshly painted just before the new ownership, this improvement seems more cosmetic and beneficial to the owner rather than to the tenants. It does not add substantial value or longevity to the property, and it raises concerns about potentially recurring expenses for tenants every five years for such superficial updates.

Therefore, we believe that this increase is both unnecessary and unfairly burdensome to the tenants, given the already recent paint job. We kindly request a review and reconsideration of this decision, and we appeal for a reversal or adjustment to ensure that any increases in rent due to Capital Improvements are justified and equitable.

Thank you for your attention to this matter. We appreciate your consideration of our appeal.

Sincerely,

Victoria Gambrell  
Yeh-Feng Hwang  
Joale Robinson  
Carlos Zepeda  
Mekonnen Seyoum  
Getachew Desybelew  
Allen Vaughan  
Joyce Smith  
Sunfun Su



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.

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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 complete but unsigned copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) being served.
- File the completed and signed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and copies of any attachments you served on the opposing party/parties.
- Please sequentially number all additional documents provided to the RAP.

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

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☒ And Additional Documents

(write number of attached pages) 1 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):

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- ☐ c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

**PERSON(S) SERVED:**

Name	University President Associates, LP Attn: Evan Darragh
Address	1717 Powell Street, Suite 300
City, State, Zip	San Francisco, CA 94133
Email Address	Evan@flynninv.com



Name	City of Oakland - Rent Adjustment Program
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612-0243
Email Address	

Name	
Address	
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Email Address	

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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 08/16/2024(insert date served).

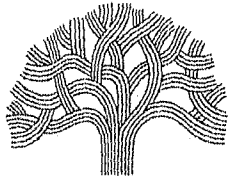
Victoria Gambrell

PRINT YOUR NAME

SIGNATURE

August 16, 2024

DATE



CITY OF OAKLAND

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RENT ADJUSTMENT PROGRAM**

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OAKLAND RENT  
ADJUSTMENT PROGRAM

## APPEAL

<b>Appellant's Name</b> Yeh-Feng Hwang		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 366 Bellevue Ave Apt 207, Oakland, CA 9461C			
<b>Appellant's Mailing Address (For receipt of notices)</b>		<b>Case Number</b> L24-0002	
		<b>Date of Decision appealed</b> July 29, 2024	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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.

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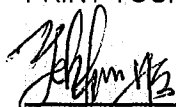
<b><u>Name</u></b>	University President Associates, LP Attn: Evan Darragh
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<b>Email Address</b>	RAP@oaklandca.gov
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 08/16/2024 (insert date served).

Yeh-Feng Hwang

PRINT YOUR NAME

  
SIGNATURE

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## **Explanation of Grounds for Appeal for Case Number L24-0002**

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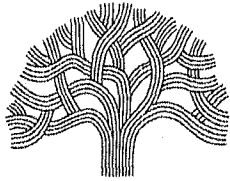
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Thank you for your attention to this matter. We appreciate your consideration of our appeal.

Sincerely,

Victoria Gambrell  
Yeh-Feng Hwang  
Joale Robinson  
Carlos Zepeda  
Mekonnen Seyoum  
Getachew Desybelew  
Allen Vaughan  
Joyce Smith  
Sunfun Su



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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ADJUSTMENT PROGRAM

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City, State, Zip	San Francisco, CA 94133
Email Address	Evan@flynninv.com

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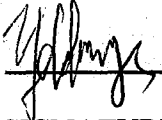


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Yeh-Feng Hwang

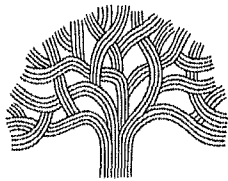
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SIGNATURE

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CITY OF OAKLAND

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RENT ADJUSTMENT PROGRAM**

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ADJUSTMENT PROGRAM

## APPEAL

<b>Appellant's Name</b> Joale Robinson	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 366 Bellevue Ave Apt 208, Oakland, CA 94610	
<b>Appellant's Mailing Address (For receipt of notices)</b>	<b>Case Number</b> L24-0002
	<b>Date of Decision appealed</b> July 29, 2024
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<b><u>Name</u></b>	University President Associates, LP Attn: Evan Darragh
<b><u>Address</u></b>	1717 Powell Street, Suite 300
<b><u>City, State Zip</u></b>	San Francisco, CA 94133
<b><u>Email Address</u></b>	Evan@flynninv.com
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<b><u>City, State Zip</u></b>	Oakland, CA 94612-0243

**Email Address**

RAP@oaklandca.gov

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 08/16/2024 (insert date served).

Joale Robinson

PRINT YOUR NAME

SIGNATURE

August 16, 2024

DATE

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## **Explanation of Grounds for Appeal for Case Number L24-0002**

We, the tenants of 366 Bellevue Ave, Oakland, CA 94610, respectfully submit this appeal regarding the Hearing Decision made on July 29, 2024, which partially granted the Owner Petition for a Capital Improvements Rent Increase.

Before the current landlord, University President Associates, LP, acquired the property in August 2018, the previous landlord, J & R Associates, had recently painted the entire apartment building — both the interior and exterior. According to the law, Capital Improvements must primarily benefit the tenant, not just the owner. These improvements should materially add to the property's value, significantly extend its useful life, or bring it up to new building codes.

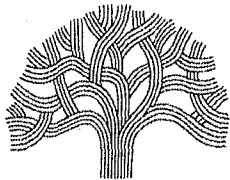
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Therefore, we believe that this increase is both unnecessary and unfairly burdensome to the tenants, given the already recent paint job. We kindly request a review and reconsideration of this decision, and we appeal for a reversal or adjustment to ensure that any increases in rent due to Capital Improvements are justified and equitable.

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Joale Robinson  
Carlos Zepeda  
Mekonnen Seyoum  
Getachew Desybelew  
Allen Vaughan  
Joyce Smith  
Sunfun Su



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**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

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ADJUSTMENT PROGRAM

**PROOF OF SERVICE**

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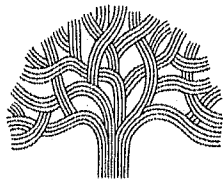


SIGNATURE

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OAKLAND RENT  
ADJUSTMENT PROGRAM

## APPEAL

<b>Appellant's Name</b> Carlos Zepeda	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 366 Bellevue Ave Apt 302, Oakland, CA 94610	
<b>Appellant's Mailing Address (For receipt of notices)</b>	<b>Case Number</b> L24-0002
	<b>Date of Decision appealed</b> July 29, 2024
<b>Name of Representative (if any)</b>	<b>Representative's Mailing Address (For notices)</b>

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.

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- 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.)

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Carlos Zepeda

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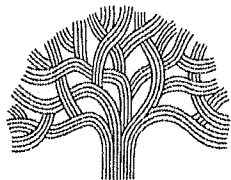
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Getachew Desybelew  
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Joyce Smith  
Sunfun Su



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RENT ADJUSTMENT PROGRAM**

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OAKLAND RENT  
ADJUSTMENT PROGRAM

## APPEAL

<b>Appellant's Name</b> Mekonnen Seyoum & Yodit Kiflai		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 366 Bellevue Ave Apt 303, Oakland, CA 9461C			
<b>Appellant's Mailing Address (For receipt of notices)</b>		<b>Case Number</b> L24-0002	
		<b>Date of Decision appealed</b> July 29, 2024	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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Mekonnen Seyoum & Yodit Kiflai

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Yodit Kiflai  
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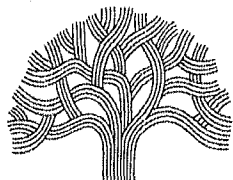
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- ☐ c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

**PERSON(S) SERVED:**

Name	University President Associates, LP Attn: Evan Darragh
Address	1717 Powell Street, Suite 300
City, State, Zip	San Francisco, CA 94133
Email Address	Evan@flynninv.com

Name	City of Oakland - Rent Adjustment Program
Address	250 Frank H. Ogawa Plaza, Suite 5313
City, State, Zip	Oakland, CA 94612-0243
Email Address	RAP@oaklandca.gov

Name	
Address	
City, State, Zip	
Email Address	

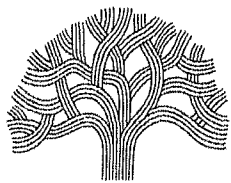
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CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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For Rent Adjustment Program date stamp.

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**AUG 19 2024**

OAKLAND RENT  
ADJUSTMENT PROGRAM

## APPEAL

<b>Appellant's Name</b> Getachew Desybelew		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 366 Bellevue Ave Apt 305, Oakland, CA 9461C			
<b>Appellant's Mailing Address (For receipt of notices)</b>		<b>Case Number</b> L24-0002	
		<b>Date of Decision appealed</b> July 29, 2024	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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 Form (insert name of document served)  
☒ And Additional Documents

and (write number of attached pages) 1 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.
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**Email Address**

RAP@oaklandca.gov

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 08/16/2024 (insert date served).

Getachew Desybelew

PRINT YOUR NAME



SIGNATURE

August 16, 2024

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.



## **Explanation of Grounds for Appeal for Case Number L24-0002**

We, the tenants of 366 Bellevue Ave, Oakland, CA 94610, respectfully submit this appeal regarding the Hearing Decision made on July 29, 2024, which partially granted the Owner Petition for a Capital Improvements Rent Increase.

Before the current landlord, University President Associates, LP, acquired the property in August 2018, the previous landlord, J & R Associates, had recently painted the entire apartment building — both the interior and exterior. According to the law, Capital Improvements must primarily benefit the tenant, not just the owner. These improvements should materially add to the property's value, significantly extend its useful life, or bring it up to new building codes.

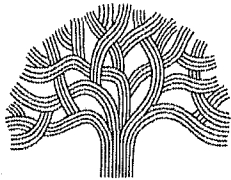
The recent petition for a Capital Improvement Rent Increase, which involves applying an additional coat of exterior paint, does not meet these criteria. Given that the building was already freshly painted just before the new ownership, this improvement seems more cosmetic and beneficial to the owner rather than to the tenants. It does not add substantial value or longevity to the property, and it raises concerns about potentially recurring expenses for tenants every five years for such superficial updates.

Therefore, we believe that this increase is both unnecessary and unfairly burdensome to the tenants, given the already recent paint job. We kindly request a review and reconsideration of this decision, and we appeal for a reversal or adjustment to ensure that any increases in rent due to Capital Improvements are justified and equitable.

Thank you for your attention to this matter. We appreciate your consideration of our appeal.

Sincerely,

Victoria Gambrell  
Yeh-Feng Hwang  
Joale Robinson  
Carlos Zepeda  
Mekonnen Seyoum  
Getachew Desybelew  
Allen Vaughan  
Joyce Smith  
Sunfun Su



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**AUG 19 2024**

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**PROOF OF SERVICE**

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

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

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

I served a copy of: Appeal Form (insert name of document served) and

☒ And Additional Documents

(write number of attached pages) 1 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):

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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 08/16/2024 (insert date served).

Getachew Desybelew

PRINT YOUR NAME



SIGNATURE

August 16, 2024

DATE