

**HOUSING, RESIDENTIAL RENT AND RELOCATION
BOARD
FULL BOARD REGULAR MEETING
February 26, 2026
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: **February 26, 2026 06:00 PM Pacific Time (US and Canada)**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82483438627>

Meeting ID: 824 8343 8627

One tap mobile: +16699009128,,82483438627# US (San Jose)
+16694449171,,82483438627# US

Or by telephone: +1 669 900 9128 US (San Jose), +1 669 444 9171 US, +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 719 359 4580 US, +1 253 205 0468 US, +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, +1 301 715 8592 US (Washington DC), +1 305 224 1968 US, +1 309 205 3325 US, +1 312 626 6799 US (Chicago)

Webinar ID: 824 8343 8627

Find your local number: <https://us02web.zoom.us/u/kbaY9F8Px3>

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

PARTICIPATION/COMMENT:

To participate/comment during the meeting, you may appear in person or remotely via Zoom. Comments on all agenda items will be taken during public comment at the beginning of the meeting. Comments for items not on the agenda will be taken during open forum towards the end of the meeting.

If you have any questions, please email hearingsunit@oaklandca.gov

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD MEETING

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

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

4. CONSENT ITEMS

- a. Approval of Board Minutes, 02/12/2026 (pp.3-6)

5. APPEALS*

- a. T25-0207, Jordan v. SLPM Property Management (pp.7-129)

6. INFORMATION AND ANNOUNCEMENTS

7. NEW BOARD BUSINESS

- a. The Board will discuss Board membership and may vote on Chair and Vice Chair positions.

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 or via phone at (510) 238-3721. California relay service at 711 can also be used for disability-related accommodations.

**HOUSING, RESIDENTIAL RENT AND RELOCATION
BOARD**

FULL BOARD REGULAR MEETING

February 12, 2026

6:00 P.M.

CITY HALL, HEARING ROOM # 1

ONE FRANK H. OGAWA PLAZA

OAKLAND, CA 94612

MINUTES

1. CALL TO ORDER

a. The Board meeting was administered in-person by Nyila Webb from the Rent Adjustment Program (RAP), Housing and Community Development Department. Nyila Webb explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Cucullu Lim at 6:11 PM.

2. ROLL CALL

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

Member Jackson arrived at 6:22pm.

Staff Present

Kent Qian
Jessica Leavitt
Nyila Webb

Deputy City Attorney
Assistant Manager (RAP)
Administrative Assistant II

3. PUBLIC COMMENT

- a. One request submitted online.

4. CONSENT ITEMS

- a. Approval of Board Minutes, 01/08/2026 (pp.)

**Chair Cucullu Lim made a motion to approve the minutes from January 8, 2026.
Vice Chair Samati seconded.**

The Board voted as follows:

Aye:	Chair Cucullu Lim, Vice Chair Samati, C. Munoz Ramos
Nay:	None
Abstain:	D. Ingram, K. Brodfuehrer

The Minutes were approved.

5. APPEALS*

- a. L19-0013, Vulcan Lofts, LLC v. Tenants (pp.)

Appearances at appeal: TENANT APPEAL

Owner Rep:	Servando Sandoval
Tenant Rep:	Leah Hess

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

Member Munoz Ramos made a motion to reverse the HO's decision on exemption and find that the property is not exempt based on substantial evidence of prior residential use, including voter registration information, and to remand the tenant's petitions for a hearing on the merits, with a request to staff to assign those petitions to a different hearing officer.

Chair Cucullu Lim seconded.

The Board voted as follows:

Aye:	Chair Cucullu Lim, C. Jackson, Vice Chair Samati, C. Munoz Ramos, D. Ingram, K. Brodfuehrer
Nay:	None
Abstain:	None

The motion was approved.

b. T25-0161, Moran v. De Jesus Guzman (pp.)

Appearances at appeal: OWNER APPEAL

Owner: Jose De Jesus Guzman

Owner Representative: Jonathan Guzman

Tenant: Evelin Moran

Tenant Representative: Briana.

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

Member Jackson made a motion to remand this case back to the Hearing Officer on the basis that the Board found sufficient evidence of good cause for the owner's failure to respond, and to ensure proper translation for this hearing, as well as to allow 30 days from service of the appeal decision, as written in the regulation, to file a response. In the event that the Hearing Officer determines restitution is appropriate, the restitution period may start no earlier than September 22, 2022, which is three years before the petition filing date.

Vice Chair Samati seconded.

The Board voted as follows:

Aye:	Chair Cucullu Lim, C. Jackson, Vice Chair Samati, C. Munoz Ramos, D. Ingram, K. Brodfuehrer
Nay:	None
Abstain:	None

The motion was approved.

6. INFORMATION AND ANNOUNCEMENTS

- a. The Board will discuss voting on the positions of Chair and Vice Chair.
- b. Member Jackson highlighted the upcoming Black Joy Parade in Oakland, California, scheduled for Sunday, February 22, 2026. He also inquired whether RAP would be participating and, if not, the reasons for non-participation. Additionally, he asked whether RAP staff could inform the public of any plans to attend and whether there are efforts to expand community outreach in underserved neighborhoods.

7. NEW BOARD BUSINESS

- a. The Board asked RAP why certain forms are not available in the most widely spoken languages in the Bay Area. Members noted that, as a federally funded program, RAP is required to provide meaningful access to individuals with limited English proficiency.

The Board inquired whether RAP has plans to expand language accessibility to better serve the community.

8. SCHEDULING AND REPORTS

- a. None

9. OPEN FORUM

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

10. ADJOURNMENT

- a. Meeting adjourned at 8:50 pm.

CHRONOLOGICAL CASE REPORT

Case No.: T25-0207

Case Name: Jordan v. SLPM Property Management

Property Address: 2339 88th Ave Oakland, CA 94605

Parties: Tenant – Daniel Jordan
Manager – Steve Francois
Owner – Frank DeMiguel

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	December 14, 2025
Tenant Exhibits Submitted	December 15, 2025
Property Owner's Response to Petition	January 9, 2026
Notice of Incomplete Response Mailed to Owner	January 13, 2026
Owners Response & Exhibits Submitted	January 20, 2026
Administrative Decision mailed	January 30, 2026
Tenant Appeal filed	February 2, 2026
Owner's Response to Tenant Appeal Filed	February 2, 2026
Additional Tenant Exhibits Submitted	February 13, 2026
Appeal Hearing Scheduled for	February 26, 2026

000007



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

T25-0207 SM/BJ
TENANT PETITION

RECEIVED

DEC 14 2025

RENT ADJUSTMENT PROGRAM
OAKLAND

Property Address: 2339 88TH AV
Case: Petition: 18267
Date Filed: 12-14-2025

Party	Name	Address	Mailing Address
Owner	SLPM Property Management	575 Dutton Ave San Leandro, CA 94577	575 Dutton Ave San Leandro, 94577 (510) 564-2843
Manager	Steve Francois SLPM Property Managment	575 Dutton Ave San Leandro, CA 94577	575 Dutton Ave San Leandro, 94577 (510) 564-2843 steve@slpm.com
Tenant	Daniel Jordan	2339b 88th Ave Oakland, CA 94605	(510) 875-8701 danieljordan1992@gmail.com

Number of units on the property 17
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.)

Grounds for Petition

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:

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.)

Rental History

Date you moved into the Unit 10/2/2004
Initial Rent \$ 600.00 /month
Current Rent \$ 830.00 /month
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? No

When, if ever, did the property owner first provide you the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ('RAP Notice')? I was never provided with the RAP Notice.

000008



TENANT PETITION

List the case numbers of any relevant prior Rent Adjustment case(s):

List all rent increases that you want to challenge*.

** 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:



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 01-01-2015

Date Owner Was Notified of Loss 12-14-2025

Estimated Loss

Reduced Service Description

Garage #2 was provided as part of my housing for many years. I parked my vehicle and stored my personal property in the garage continuously, with the knowledge and consent of the prior owner, and no separate charge was imposed.

Approximately ten (10) years ago, after the property changed ownership, I was required to stop parking in the garage. The garage was boarded up and taken over by the owners for their own use. I did not consent to this change, my rent was not reduced, and no Rent Adjustment Program approval was obtained.

I have continuously stored personal property in the garage since I moved into the unit approximately twenty-two (22) years ago, and that property remains stored there. On or about December 14, 2025, the landlord offered the garage for rent at \$250 per month. I am requesting restoration of my use of Garage #2 as a housing service.



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.

No

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.

D Jordan

12/14/2025

Signature

Date

000012



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

Petition: 18267
Filed: 12-14-2025
Address: 2339 88TH AV

PROOF OF SERVICE

On the following date: 12 / 15 / 2025 I served a copy of (check all that apply):

- ☒ **TENANT PETITION** plus 5 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)
- ☐ **NOTICE TO PROPERTY OWNER OF TENANT PETITION**
- ☐ Other: _____

by the following means (check one):

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



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

Petition: 18267
Filed: 12-14-2025
Address: 2339 88TH AV

PROOF OF SERVICE

PERSON(S) SERVED:

Name	Steve Francois - SLPM Property Management
Address	575 Dutton Ave
City, State, Zip	San Leandro, CA, 94577

Name	
Address	
City, State, Zip	

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.

Daniel Jordan

PRINTED NAME

SIGNATURE

12/15/2025

DATE SIGNED

From: Steve Francois Steve@slpm.com
Subject: RE: Garage #2 – Notice Dated 12/14/2025
Date: December 15, 2025 at 3:21 PM
To: D. Jordan danieljordan1992@gmail.com

@D. Jordan I am in receipt of your email. There appears to be a significant misunderstanding regarding the status of this unit.

First, your email is contradictory. You state that the garage was "boarded up and taken over" by ownership ten years ago, yet you simultaneously claim to have "continuously stored personal property" inside. To be clear: under current ownership, you have never had a lease or rights to use this garage. It was not associated with your tenancy, and any access you may have had prior to ten years ago was evidently a courtesy or verbal agreement with previous ownership that did not persist.

Furthermore, it was noted that you recently acquired a remote without permission during the vendor's cleanout of the unit.

Important: As stated in the notice, we are currently clearing out Garage #2. If you do, in fact, have items stored inside, they will be treated as debris and disposed of immediately as part of the cleanout process. If you have personal property in that space, you must remove it immediately to avoid it being discarded.

Since you have not held rights to use this garage under current ownership, no housing service was "removed" from your tenancy, and therefore no rent reduction applies.

You are welcome to consult with the Rent Adjustment Program. However, please be advised that after you receive their guidance and clarify your standing, our offer still stands with the original deadline.

If you wish to rent the garage for \$250.00/month, you must notify us by **January 1, 2026**.

If we do not receive a confirmation of intent to rent by that date, we will proceed with offering the space to the rest of the community.

Thank you!

--

Respectfully,

Steve Francois | General Manager
SLPM Property Management, Since 1978
Broker DRE# 02016432
Agent for Owner

(510) 564.2843 | Steve@slpm.com | www.slpm.com
SLPM Text / SMS: (715) 265.2726
24/7 Maintenance Emergencies: (800) 344.7743
575 Dutton Ave, San Leandro, CA 94577
<https://calendly.com/slpm-property-management>

This message is confidential. It may also be privileged or otherwise protected by work product immunity or other legal rules. If you have received it by mistake, please let us know by e-mail reply and delete it from your system; you may not copy this message or disclose its contents to anyone.

From: D. Jordan <danieljordan1992@gmail.com>

000015

Sent: Sunday, December 14, 2025 8:14 PM
To: Steve Francois <Steve@slpm.com>
Subject: Garage #2 – Notice Dated 12/14/2025

Hello Steve,

I am in receipt of the notice dated December 14, 2025 regarding Garage #2.

For clarity, Garage #2 was associated with my tenancy for many years prior to the current ownership. I parked my vehicle and stored my personal property in the garage continuously until the property changed ownership approximately ten years ago, at which point I was required to stop parking there and the garage was boarded up and taken over by the owners for their own use. I have also continuously stored personal property in the garage since I moved into the unit approximately 22 years ago, and that property has remained stored there throughout this time.

During the prior ownership, my use of the garage for parking and long-term storage was permitted and not subject to a separate charge. When my garage use was removed under the current ownership, this occurred without a rent reduction or Rent Adjustment Program approval.

Given the long-standing history of Garage #2 as a housing service associated with my tenancy and subject to local rent control protections, I am currently seeking guidance through the Rent Adjustment Program before responding further.

I will follow up once I have received that guidance.

Best Regards,

D. Jordan
2339B 88th Ave
Oakland CA, 94605
Mobile: 510-875-8701

SLPM

Property Management

575 Dutton Avenue, San Leandro, California 94577 | Office: (510) 569-0722 | Fax: (510) 569-0923 | Email: Steve@slpm.com

12/12/2025

Idem88*

Timothy Gray, Daniel Jordan
And all other occupants
2339 B - 88th Ave
Oakland, CA 94605

We are currently clearing out Garage #2 and preparing it for use. Given your previous interest and the garage's proximity to your unit, we are offering you the first right of refusal to rent this space. Enclosed is a map for context of the community garage locations.

Rental Terms

The monthly rate for Garage #2 is **\$250.00**.

Deadline to Respond

If you are interested in renting this garage, please respond to this notice by **January 1, 2026** to confirm your intent. If we do not hear from you by this date, we will proceed with offering the space to the rest of the community.

Parking & Access

Please note the following requirements regarding the space:

- **Parking:** If you choose not to rent the garage, you must cease parking your vehicle in front of the garage door immediately. Your vehicle must be parked in your assigned stall beside your unit.
- **Garage Remote:** It has come to our attention that you acquired a garage remote from the vendor during the door installation.
 - **If you rent the space:** You may keep the remote for your use.
 - **If you do not rent the space:** You must return the remote to us immediately. Failure to return the remote will result in us reprogramming the garage opener system, and the associated costs will be charged to your account.

We look forward to your response.

Respectfully,

Steve Francois | General Manager
SLPM Property Management, Since 1978
Agent for Owner - Broker DRE# 02016432
(510) 564.2843 | Steve@slpm.com | www.slpm.com
575 Dutton Ave, San Leandro, CA 94577

000017



000018

Parking Agreement

This Parking Agreement is between Timothy Gray, Daniel Jordan (tenant) and Frank DeMiguel (owner). This Agreement is a separate agreement from tenant's lease concerning the following property: 2339 B - 88th Ave ("Property"), and is not a condition of such tenancy.

Terms:

1. Tenant shall only be allowed to park **one** operating vehicle per assigned space at 2339 B - 88th Ave (address). By this agreement, owner hereby assigns to tenant the following number of spaces: 1. Such space(s) is/are described as follows: Garage 2.
2. The monthly parking fee for the above space(s) shall be \$ \$250 /Month. Such fee shall be paid to owner together with tenant's monthly rent.
3. Tenant shall notify owner of the vehicle that tenant has selected for each assigned space by providing a vehicle description and license plate number.
4. Subletting a parking space is prohibited. However, from time-to-time, tenant may allow his/her guest's vehicles to occupy tenant's assigned parking space(s) on a temporary basis, provided that guest's use of the space shall be subject to the terms of this Agreement.
5. Assigned parking is for compact or medium-sized motor vehicle parking only. Over-size vehicles (i.e., large trucks) are disallowed. Vehicles that are unregistered or leaking harmful substances shall not be permitted on the premises. No other storage of any kind is allowed in the parking area without owner's prior written consent.
6. If an unauthorized vehicle occupies tenant's assigned parking space, he/she should call owner's office with that vehicle's license plate number. Tenant should not park in another assigned parking space. He/she may be provided with a temporary parking location at the discretion of owner.
7. It is Tenant's responsibility to keep his/her vehicle and personal property safe and secured at all times. To the fullest extent authorized by law, owner shall not be held responsible for harm to person or property, whether by impact of another vehicle, theft, fire, vandalism, criminal activity by a third party, or otherwise.
8. Upon 30-days advance written notice or if the tenant vacates their residential unit located at: 2339 B - 88th Ave, this agreement may be terminated by either party for any reason. Termination of this agreement shall not be used as grounds for any eviction proceedings.
9. In no manner shall this agreement change any terms of the parties' existing lease or act to renew any expired terms in such lease. This agreement shall not create a bailment between the parties. Tenant agrees that this agreement is separately negotiable and based upon commercially reasonable terms.

Agreed:

Tenant (Print Name)

Tenant Signature

Date

Owner / Agent

Date

SLPM

Property Management

575 Dutton Ave, San Leandro, CA 94577 | Office: (510) 564-2843 | Fax: (510) 569-0923 | Email: Steve@slpm.com

ATTACHMENT: PROPERTY OWNER RESPONSE NARRATIVE

Case Number: T18-0267 (Petition 18267)

Property Address: 2339 88th Ave, Oakland, CA

Tenant: Daniel Jordan

Respondent: SLPM Property Management (Owner/Agent)

RESPONSE TO SECTION B1: DECREASED HOUSING SERVICES

The Owner denies the Tenant's claim that housing services have been reduced. The petition should be denied on the following grounds:

1. The Claim is Time-Barred (Laches) The Tenant explicitly admits in their sworn statement that the alleged loss of service occurred "Approximately ten (10) years ago" and lists the "Date Loss Began" as "01-01-2015".

- The Rent Adjustment Program requires petitions to be filed within a reasonable time of an alleged violation.
- The Tenant admits that after ownership changed ten years ago, they were "required to stop parking in the garage" and the garage was "taken over by the owners" at that time.
- Because the Tenant has accepted the status quo (occupancy without garage use) for over a decade without filing a petition, this claim is barred by laches.

2. Factual Contradictions The Tenant's narrative is factually inconsistent.

- The Tenant claims to have "continuously stored personal property" in the garage for the last 22 years.
- However, the Tenant simultaneously declares that ten years ago, "The garage was boarded up and taken over by the owners".
- It is factually impossible for the Tenant to have maintained open, authorized "continuous use" of a space that was board-secured and physically repurposed by the Owner. Any recent access by the Tenant was unauthorized, as evidenced by the Tenant acquiring a remote without permission during recent vendor work.

3. No "Removal" of Service Since the Tenant admits the space was removed from their use ten years ago, there is no *current* housing service being removed. The Owner's recent offer to rent the garage for \$250.00 is an offer for a *new* service, not a reduction of an existing one.

Steve Francois | General Manager

SLPM Property Management, Since 1978

Real Estate Broker DRE# 02016432

Agent for Owner

Direct: 510 564 2843

Steve@slpm.com

www.slpm.com

575 Dutton Ave, San Leandro, CA 94577

000020

Case Overview

Case Number : RR2025-25978189 | Type : Rent Registry | Address : 2341 88TH AVE OAKLAND CA 94605 US | Status : Registration Completed | Deadline Date :

APN : 043461000700 | Assessor Total Unit Count : 6 | Total Units Added : 0 | Created On : 12/23/2024 01:53 AM | Modified On : 01/23/2025 02:59 PM | Date Registration Submitted : 01/23/2025 | Submitter's Name : Christine Reynoso | Submitter's Title : Property Manager

Contact Info Documents Comments

No Document associated with case

My Dashboard

Overview

← Back

Parcel Number	: 043461000700	Address	: 2341 88TH AVE OAKLAND CA 94605 US	Year Built	: 1948
Assessor Total Unit Count	: 6	Total Units Added	: 6	Business Tax Account Number	: 00189206
Property Status	: Registration Completed				

[INSTRUCTIONS TO REGISTER YOUR PROPERTY](#)



Check

SLPM Property Management
575 Dutton Ave
San Leandro, CA 94577

Tenant Trust-cash account
Banc of California
90-3880/1222
1-800-849-6466

Date: 01/14/2025

Check #: 20212898

Pay to the order of: **CITY OF OAKLAND BUSINESS TAX**

This amount: ONE THOUSAND, FIVE HUNDRED SEVENTY-SEVEN AND 58/100 DOLLARS **\$1,577.58**

Account# 00189206 - Business Tax

MEMO

SIGNATURE

Property	Unit	Account	Amount	Description
1dem88 - 2335 - 2369 88th Ave 8733 - 8737 Hillside St Oakland, CA 94605	--	5304: City Taxes	\$1,577.58	Account# 00189206 - Business Tax

Audit Log

Created By [Gary DeMattei](#) on 01/14/2025 03:41 PM

Last Saved By [Amanda Tackitt](#) on 02/03/2025 11:39 AM

Reconciled By [Amanda Tackitt](#) on 02/03/2025 11:39 AM

01/14/2025 03:41 PM **Created Check City Of Oakland Business Tax \$1,577.58 – Gary DeMattei**

Notes

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

**ACCOUNT
NUMBER**

00189206

DBA

FRANK DEMIGUEL
DEMIGUEL FRANK & GRACE E TRS

BUSINESS LOCATION

2341 88TH AVE
OAKLAND, CA 94605-3925

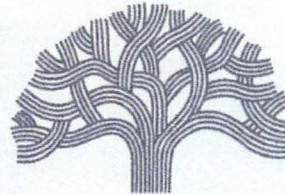
BUSINESS TYPE

O2 Rental - Apartment

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

EXPIRATION DATE

12/31/2025



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



DEMIGUEL FRANK & GRACE E TRS
SLPM PROPERTY MANAGEMENT
575 DUTTON AVE
SAN LEANDRO, CA 94577-2043

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

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

PUBLIC INFORMATION ABOVE
THIS LINE TO BE
CONSPICUOUSLY POSTED

000023

SLPM

Property Management

575 Dutton Avenue, San Leandro, California 94577 Office: 510-569-0722 Fax: 510-569-0923 Email: info@slpm.com

01/28/2016

Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

Effective 01/28/2016, SLPM Property Management will be managing the property in which you occupy. You will find that we are responsive to your needs and will help you when you have a problem. We will assure you that the terms of the LEASE / RENTAL AGREEMENT are enforced.

30 DAY NOTICE OF CHANGE OF TERMS OF TENANCY

If you should experience a maintenance problem, please call the problem into our office directly. If an emergency occurs (fire or life threatening situation) contact 911 then our office for notification. Tenants are responsible for the cost of tenant incurred damages and missed appointments with vendors that have scheduled with you to make necessary repairs and a charge is assessed. If a drain clog occurs and it is deemed tenant caused per the drain cleaning company you will be billed for their work. If you have release mechanisms on window bars you are to test them monthly and notify SLPM of any release malfunctions. If you have window bars without release mechanisms and bars are on all windows for a bedroom notify SLPM immediately. You are hereby advised to obtain "renters" insurance to protect your personal property as the owners insurance does not cover your assets. See Housing, Residential Rent and Relocation Notice attached hereto. **PLEASE NOTIFY SLPM IMMEDIATELY AFTER RECEIPT OF THIS LETTER OF ANY MAINTENANCE ISSUES.**

A \$15.00 fee will be charged to the tenant for any 3 day notice delivered to you. Your late fee will be 5.0 % of the balance owed for any payment received after the 5th day for which it is due.

Neither SLPM or owner shall be responsible for any food spoilage from appliance disrepair or power loss.

ANY provision in your lease or rental agreement which calls for the payment of attorney's fees to the prevailing party in any litigation relating to the tenancy is deleted. Henceforth, should there be any litigation relating to your tenancy between you and your landlord, each party to said litigation shall bear its own attorney fees, and neither party shall be obligated to pay the other party for any attorney's fees, and neither party shall be obligated to pay the other party for any attorney's fees incurred by that party.

Any repairs to damages caused to the unit by the tenant or any third party shall be the sole responsibility of the tenant in possession. Tenant is hereby advised again to carry "renters insurance to protect their personal property from loss.

WAIVER OF JURY TRIAL: In the event that any unlawful detainer action is brought by Owner/Owners Agent to recover possession of the premises, Resident, Owner/Owners Agent herewith waives any right it might otherwise have to request a trial of such action by jury, and agrees that this waiver may be filed with the court in such unlawful detainer action and be binding upon the parties thereto. If, in spite of this Agreement, Resident subsequently makes a jury demand in such unlawful detainer proceeding, Resident, Owner/Owners Agent herewith agrees that the filing of this waiver with the court shall super cede and waive such demand.

DEPOSIT REFUNDS: Deposits will be refunded within 21 days possession is delivered to Owner or authorized Agent along with a list of charges.

CANCELLATION OF NOTICE TO VACATE: Could make you liable for the cost of advertising between the time you give notice and subsequently cancel.

APPLIANCES: The stove, refrigerator or any other free standing appliance within a one to four unit building are for the tenants use and not a condition of said rental. Any repairs to said items are the sole responsibility of the tenant hereafter.

000024

RENTS ARE TO BE PAID TO THE BELOW ADDRESS, NO CASH ACCEPTED

SLPM Property Management
PO Box 3725
San Leandro, CA 94578-0725

OUR RECORDS INDICATE THE FOLLOWING:

Rent: \$650.00

Deposit:\$0.00

Provide correction in writing

Due Date:1

Phone: H: _____ W: _____

**IF ANY OF THE ABOVE IS INCORRECT, (including occupants) PLEASE NOTIFY US
IMMEDIATELY .**

TO CONTACT PROPERTY MANAGEMENT DEPARTMENTS, CALL THE FOLLOWING:

MAINTENANCE: 510-569-0722 then press 112

BOOKKEEPING: 510-569-0722 then press 115

EMERGENCY: 510-569-0722 then press 2

Please notify us immediately of any maintenance problems that need attention.

PLEASE PROVIDE US WITH AN EMAIL ADDRESS SO THAT YOU CAN LOG ON TO OUR SYSTEM
TO REGISTER WORK ORDERS AS WELL AS MAKE PAYMENTS ONLINE:

EMAIL: _____

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

- The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.
- If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or on-line at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>
- If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has **not** been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.
- Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent. The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex **must** be evicted. If the owner does not evict, the City Attorney may do so.

TENANT'S SMOKING POLICY DISCLOSURE

- Smoking IS NOT in Unit 2339B, the unit you plan to rent.
- Smoking IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There IS NOT a designated outdoor smoking area.

I received a copy of this notice on ____/____/____

Lease Addendum - Secondary Mold Notification Notice

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenant regularly allow air to circulate in the apartment. It is also important that Tenant keep the interior of the unit clean and that they promptly notify the Owner of any leaks, moisture problems, and/or mold growth.

Tenant is to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant is to keep the unit free of dirt and debris that can harbor mold.
2. Tenant is to immediately report to the Owner any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant is to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant is to report to the Owner any significant mold growth on surfaces inside the premises.
5. Tenant is to allow the Owner to enter the unit to inspect and make necessary repairs.
6. Tenant is to use bathroom fans while showering or bathing and to report to the Owner any non-working fan.
7. Tenant is to use exhaust fans whenever cooking, dish-washing, or cleaning.
8. Tenant is to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Tenant is to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible.
(Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant is to notify the Owner of any problems with the air conditioning or heating systems that are discovered by the Tenant.
11. Tenant is to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the premises.

TIPS TO PREVENT MOLD, MILDEW & FUNGI IN YOUR HOME

Mold clean up is usually considered one of the housekeeping tasks of the private citizen along with reporting to the building owner any roof and plumbing issues.

Mold can become a problem in your home if there is moisture available to it and it is able to thrive and multiply.

The following sources of indoor moisture that may cause problems.

- > House plants (watering can generate large amounts of moisture)
- > Steam from cooking
- > Shower/bath steam
- > Wet clothes in indoor drying lines

There are several ways in which your help can prevent this in the future. The following list may be used as a guide:

A. Remove Excess Moisture

1. Dry out mops and cleaning utensils thoroughly before storing inside your apartment.
2. Wipe down bathroom walls and shower doors immediately after bathing; allow towels to air out. Wash and dry towels often.
3. Wipe down any condensation from interior of windows and windowsills; wash and dry towels immediately.

B. Keep Things Clean

1. Keep closets, dresser drawers - any place where mildew is likely to grow - as clean as possible.
2. Soil on dirty articles can supply enough food for mildew to start to grow when moisture and temperature is right.
3. Greasy films such as those that form on kitchen walls also contain many nutrients for mildew-causing molds.

C. Circulate the Air

1. When the outside is drier than the inside, ventilation allows the dry air to enter, take up excess moisture, and then be carried outside.
2. When natural breezes are not sufficient, please use your central air conditioning (fan only) and bath/laundry room exhaust fan(s).
3. Poorly ventilated closets get damp and musty during continued wet weather, and articles stored in them are apt to mildew.
4. Try to improve the air circulation by opening the closet doors, In addition. Hang the clothes loosely so that air can circulate around them.
5. Dry all wet clothing (including clothes wet from rain or perspiration) before putting it in the closet.

SLPM Property Management

575 Dutton Avenue • San Leandro, CA 94577 • (510) 569-0722

Pay RENT with Cash at

Pague su alquiler en efectivo en



Total Security.

Total Convenience.

- ✓ Pay instantly... **AVOID LATE FEES!**
- ✓ Pay rent with cash at any 7-Eleven, any time
- ✓ No more money orders
- ✓ Keep your receipt for proof of payment

Seguridad Total.

Comodidad Total.

- ✓ Pague inmediatamente..... ¡Evite cargos por pagos atrasados!
- ✓ Pague el alquiler en efectivo en cualquier 7-Eleven, en cualquier momento
- ✓ No más giros bancarios
- ✓ Guarde su recibo como prueba de pago

Take this PaySlip to any 7-Eleven and tell the clerk to follow the instructions below.

A \$3.99 processing fee applies, \$1,500 maximum per transaction

Lleve esta boleta de pago a cualquier 7-Eleven y díglele al cajero que siga las instrucciones de abajo.

Se aplicará una cuota de \$3.99 por procesamiento, máximo \$1,500 por transacción.

PayNearMe

LOAD LIKE A GIFT CARD



629964900426449322300000000000



7-Eleven Clerk Instructions*:

1. Ask customer what amount to pay
2. Press [LOAD] Button on POS
3. Scan barcode
4. Get payment from customer
5. Return PaySlip and provide receipt

* For help call (888) 714-0004, 24/7

Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

000029

Pay RENT with Cash at

Pague su alquiler en efectivo en



Total Security.

Total Convenience.

- ✓ Pay instantly... **AVOID LATE FEES!**
- ✓ Pay rent with cash at any ACE, any time
- ✓ No more money orders
- ✓ Keep your receipt for proof of payment

Seguridad Total.

Comodidad Total.

- ✓ Pague inmediatamente..... ¡Evite cargos por pagos atrasados!
- ✓ Pague el alquiler en efectivo en cualquier ACE, en cualquier momento
- ✓ No más giros bancarios
- ✓ Guarde su recibo como prueba de pago

Take this PaySlip to any ACE and tell the clerk to follow the instructions below.

A \$3.99 processing fee applies, \$1,500 maximum per transaction

Lleve esta boleta de pago a cualquier ACE y díglele al cajero que siga las instrucciones de abajo.

Se aplicará una cuota de \$3.99 por procesamiento, máximo \$1,500 por transacción.

PayNearMe

178Q9H
Token Number



Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

ACE Sales Associate Instructions*:

1. Select Option 4: Bill Pay on your POS
2. Enter PayNearMe or biller code PYN on search
3. Enter token number and select Get Order List
4. Enter desired payment amount
5. Get payment from customer
6. Return PaySlip and provide receipt

* For help call (888) 714-0004, 24/7

000030

SEND PAYMENT TO

SLPM Property Management
575 Dutton Avenue
San Leandro, CA 94577

INVOICE DATE

January 28, 2016

INVOICE FOR

Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

TOTAL AMOUNT DUE

\$650.00

PLEASE DETACH TOP PORTION AND REMIT WITH YOUR PAYMENT

PAY THIS BILL ONLINE AT

<https://slpm.appfolio.com/connect>

CONTACT US

 (510) 569-0722

 <http://www.slp.com>

Please address billing disputes and written inquiries to SLPM Property Management, 575 Dutton Avenue, San Leandro, CA 94577 For other questions, call (510) 569-0722

CURRENT CHARGES

01 FEB **RENT**
FEBRUARY 2016 - RENT

\$650.00

V08

CUSTOMER NO 000066171300

G018606260

powered by
appfolio
PROPERTY SOFTWARE



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

For Rent Adjustment Program date stamp.

CASE NUMBER T - _____

PROPERTY OWNER RESPONSE TO TENANT PETITION

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

Rental Unit Information

2339B 88th Ave Oakland, CA 94605
Street Number Street Name Unit Number Zip Code

Is there more than one street address on the parcel? ☒ Yes If yes, list all addresses: 2335 - 2341
☐ No

Type of unit(s) (check one): ☐ Single family home Number of units on property: 6
☐ Condominium Date acquired property: 2015
☒ Apartment, room, or live-work

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

Tenant Information

Name of Tenant Petitioner(s): Daniel Jordan
Date tenant(s) moved into rental unit: Unknown Initial rent amount: \$ Unknown Is/are tenant(s) current on rent? ☒ Yes
☐ No

Property Owner Information

Frank DeMiguel
First Name Last Name
Company/LLC/LP (if applicable): _____
Mailing address: PO Box 3725 San Leandro Ca 94578
Primary Telephone: (510) 604-1078 Other Telephone: _____ Email: fdemiguelplumbing@yahoo.com

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

Steve Francois SLPM Property Management
First Name Last Name Firm/Organization (if any)
Mailing Address: PO Box 3725 San Leandro CA 94578
Phone Number: 510 564 2843 Email: Steve@slpm.com

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") or evidence of exemption from the RAP Fee	Attach proof of payment of the current year's RAP Fee for the subject property or evidence of exemption from the RAP Fee (e.g., Certificate of Occupancy).
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants <i>*Exception for units not covered by the Residential Rent Adjustment Program</i>	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. <input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>01/28/2016</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> <input type="checkbox"/> I have never provided a RAP Notice. <input type="checkbox"/> I do not know if a RAP Notice was ever provided.
Evidence of registration for all affected cover units (check one of the following boxes) <input checked="" type="checkbox"/> On <u>12/23/24</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. <input type="checkbox"/> The subject unit(s) are exempt from the registration requirement	To support this declaration, I am providing: <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. <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. OR Declaration of Exemption: <input type="checkbox"/> The residential property involved in this petition matter is not covered by either the city's Rent Adjustment Ordinance or the Just Cause Ordinance. Thus, the subject unit(s) are not subject to the registration requirements under the Oakland Municipal Code, Section 8.22.090.B.1.c.ii.

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)					
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<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).	n/a
(A3)	A government agency has cited the unit for serious health, safety, fire, or building code violations.	n/a

B.

Decreased Housing Services

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

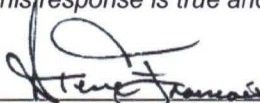
Tenant Petition Grounds		Owner Response
-------------------------	--	----------------

(B1)	The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.	** See attached **
(B2)	Tenant(s) is/are being unlawfully charged for utilities.	n/a
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) a prior rent increase period for capital improvements, or b) after the owner received undeclared capital improvement benefits, or c) after an additional tenant for whom the owner was allowed an increase, vacated from the premises.	n/a
(C2)	Owner exemption based on fraud or mistake.	n/a
(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)).	n/a

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.



Property Owner 1 Signature

12/29/2025

Date

Property Owner 2 Signature

Date

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

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

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

MEDIATION PROGRAM

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

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

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

Property Owner Signature

Date

INTERPRETATION SERVICES

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

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

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

-END OF RESPONSE-



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

☐ **PROPERTY OWNER RESPONSE TO TENANT PETITION** 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):

☐ **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	
Address	
City, State, Zip	

Name	
Address	

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

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

PRINTED NAME

SIGNATURE

DATE SIGNED

IMPORTANT INFORMATION REGARDING FILING YOUR RESPONSE

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 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.¹ 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.

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

¹ 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

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

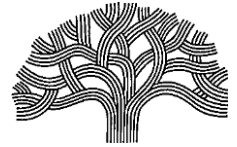
Either party may contact RAP to review the case file and/or to request copies of any documents pertaining to the case at any time prior to the scheduled hearing.

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 or calling (510) 238-3721.



000042



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

Housing and Community Development Department
Rent Adjustment ProgramTEL (510) 238-3721
FAX (510) 238-6181
CA Relay Service 711**NOTICE OF PETITION FOR RENT RESPONSE****TO:** ☐ ☐ ☐ ☐ ☐ ☐ **T** ☐ ☐ ☐ ☐ ☐ ☐ ☐**FROM:** ☐ ☐ ☐ ☐ ☐ ☐ **or an v** ☐ ☐ ☐ ☐ **Property Management****PROPERTY ADDRESS:** **2339b 88th Ave Oakland, CA**

The Rent Adjustment Program (hereinafter “RAP”) received a *Property Owner Response* from you on January 9, 2026.

To be complete and considered filed, a response by a property owner must include:¹

- a. Proof of payment of the City of Oakland Business License Tax ☐
- b. Proof of payment of the Rent Program Service Fee ☐
- c.
 - i. Evidence that the Owner has provided the RAP notice to all Tenants affected by the petition or response.³
 - ii. Evidence of registration with the Rent Adjustment Program as provided in O.M.C. 8.22.510 for each affected covered unit in the building prior to the petition or response being filed ☐
- d. A substantially completed petition on the form prescribed by the RAP signed under oath ☐
- e. For a rent increase, organized documentation clearly showing the rent increase justification and detailing the calculations to which the documentation pertains. For an exemption, organized documentation showing your right to the exemption.
- f. For all owner responses, the Owner must provide proof of service by first class mail or in person of the response and any supporting documents on the tenants of all units affected by the petition. (Note that if the supporting documents exceed 25 pages, the Owner is not required to serve the supporting documents on the affected tenants provided that the owner petition was served as required and the petition or attachment indicates

¹ See O.M.C. 8.22.090 (B).

² See O.M.C. 8.22.500.

³ This can be done initially by affirming that all notices have been sent but may require additional evidence if the statement is contested.

that the additional documents are or will be available at the RAP and that the Owner will provide copies of the supporting documents to the tenant upon written request within 10 days.)

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

□ame of Document	□eeded
Proof of payment of your most recent Oakland business license ta□	<input checked="" type="checkbox"/>
Proof of possession of the current Oakland business license certificate	<input checked="" type="checkbox"/>
Proof of payment of the current year's RAP □ees for the subject property	<input checked="" type="checkbox"/>
Evidence that the Owner has provided the RAP □otice to all Tenants affected by the petition or response.	<input type="checkbox"/>
Evidence of rent registration with the Rent Adjustment Program as provided in O.M.C. 8.22.510 for all affected covered unit in the building prior to the response being filed. ¹	<input checked="" type="checkbox"/>
The Property Owner Response was not completed or signed under oath	<input type="checkbox"/>
Proof of service of the response (and attachments were required) by first class mail or in person on all tenants in units affected by the response.	<input checked="" type="checkbox"/>

□ou have 30 days from the date of the mailing of this letter to provide a completed response. If you do not do so, your response will be dismissed. Since your response is incomplete, the RAP cannot accept the response.

If you have any questions or concerns, consult RAP by email or phone. The email address is bjackson@oaklandca.gov .

/Brittni Jackson/

Dated: January 13, 2026

City of Oakland
Rent Adjustment Program

¹ If the property was registered online, please provide a copy of a document containing the registration data **000044** the property registration and residential unit registration of each affected covered unit.

PROOF OF SERVICE TRO

Case Number T

I, the undersigned, state that 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 E. Ogawa Plaza, Suite 5313, 5th floor, Oakland, California 94612. My electronic service address is: bjackson@oaklandca.gov.

To day I electronically serve the attached documents:

Documents include

Notice of Incomplete Owner Response

I electronically served the document(s) listed above to:

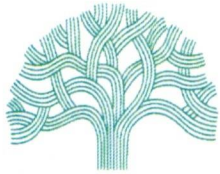
Steve Francois Steve@slpm.com

Frank DeMiguel fdemiguelplumbing@yahoo.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January



Brittni Jackson
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

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: 01 / 20 / 26 I served a copy of (check all that apply):

☒ **PROPERTY OWNER RESPONSE TO TENANT PETITION** plus 12 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	Daniel Jordan & Timothy Gray
Address	2339 B - 88th Ave,
City, State, Zip	Oakland, CA 94605

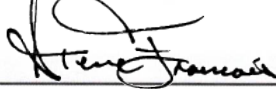
Name	
Address	

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

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

Steve Francois

PRINTED NAME



SIGNATURE

01/20/2026

DATE SIGNED

SLPM Property Management
14895 E 14th St Ste 460
San Leandro CA 94578-2990



0013230878000000

Timothy Gray, Daniel Jordan
And all other occupants
2339 B - 88th Ave
Oakland CA 94605

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
LETTERSTREAM

000048

SLPM

Property Management

14895 E14th St, Suite 460, San Leandro, CA 94578 | Office: (510) 972 2328 | Email: Steve@slpm.com

01/14/2026

1dem88*

Timothy Gray, Daniel Jordan
And all other occupants
2339 B - 88th Ave
Oakland, CA 94605

Enclosed please find a copy of the **Property Owner Response to Tenant Petition**, which has been filed with the City of Oakland Rent Adjustment Program regarding the case referenced above.
Included in this package are the following documents:

1. **Property Owner Response Form:** Outlining our objection to the petition on the grounds that the claim is time-barred (Laches), as the alleged change in service occurred over 10 years ago.
2. **Supporting Documentation:** Including proof of City of Oakland Business License payment , Rent Adjustment Program fee payment, and Rent Registration compliance.

These documents are being served to you in accordance with the City of Oakland Rent Adjustment Program requirements.

Respectfully,

--

Steve Francois | General Manager
SLPM Property Management, Since 1978
Agent for Owner - Broker DRE# 02016432
(510) 564.2843 | Steve@slpm.com | www.slpm.com
14895 E14th St, Suite 460, San Leandro, CA 94578

000049

SLPM

Property Management

575 Dutton Ave, San Leandro, CA 94577 | Office: (510) 564-2843 | Fax: (510) 569-0923 | Email: Steve@slpm.com

ATTACHMENT: PROPERTY OWNER RESPONSE NARRATIVE

Case Number: T18-0267 (Petition 18267)

Property Address: 2339 88th Ave, Oakland, CA

Tenant: Daniel Jordan

Respondent: SLPM Property Management (Owner/Agent)

RESPONSE TO SECTION B1: DECREASED HOUSING SERVICES

The Owner denies the Tenant's claim that housing services have been reduced. The petition should be denied on the following grounds:

1. The Claim is Time-Barred (Laches) The Tenant explicitly admits in their sworn statement that the alleged loss of service occurred "Approximately ten (10) years ago" and lists the "Date Loss Began" as "01-01-2015".

- The Rent Adjustment Program requires petitions to be filed within a reasonable time of an alleged violation.
- The Tenant admits that after ownership changed ten years ago, they were "required to stop parking in the garage" and the garage was "taken over by the owners" at that time.
- Because the Tenant has accepted the status quo (occupancy without garage use) for over a decade without filing a petition, this claim is barred by laches.

2. Factual Contradictions The Tenant's narrative is factually inconsistent.

- The Tenant claims to have "continuously stored personal property" in the garage for the last 22 years.
- However, the Tenant simultaneously declares that ten years ago, "The garage was boarded up and taken over by the owners".
- It is factually impossible for the Tenant to have maintained open, authorized "continuous use" of a space that was board-secured and physically repurposed by the Owner. Any recent access by the Tenant was unauthorized, as evidenced by the Tenant acquiring a remote without permission during recent vendor work.

3. No "Removal" of Service Since the Tenant admits the space was removed from their use ten years ago, there is no *current* housing service being removed. The Owner's recent offer to rent the garage for \$250.00 is an offer for a *new* service, not a reduction of an existing one.

Steve Francois | General Manager
 SLPM Property Management, Since 1978
 Real Estate Broker DRE# 02016432
 Agent for Owner
 Direct: 510 564 2843
Steve@slpm.com
www.slpm.com
 575 Dutton Ave, San Leandro, CA 94577

Case Overview

Case Number : RR2025-25978189 | Type : Rent Registry | Address : 2341 88TH AVE OAKLAND CA 94605 US | Status : Registration Completed | Deadline Date :

APN : 043461000700 | Assessor Total Unit Count : 6 | Total Units Added : 0 | Created On : 12/23/2024 01:53 AM | Modified On : 01/23/2025 02:59 PM | Date Registration Submitted : 01/23/2025 | Submitter's Name : Christine Reynoso | Submitter's Title : Property Manager

Contact Info

Documents

Comments

No Document associated with case



Q Type Here To Search

SLPM Property Management

My Dashboard

Overview

← Back

Parcel Number	: 043461000700	Address	: 2341 88TH AVE OAKLAND CA 94605 US	Year Built	: 1948
Assessor Total Unit Count	: 6	Total Units Added	: 6	Business Tax Account Number	: 00189206
Property Status	: Registration Completed				

[INSTRUCTIONS TO REGISTER YOUR PROPERTY](#)



Check

SLPM Property Management
575 Dutton Ave
San Leandro, CA 94577

Tenant Trust-cash account
Banc of California
90-3880/1222
1-800-849-6466

Date: 01/14/2025

Check #: 20212898

Pay to the order of: **CITY OF OAKLAND BUSINESS TAX**

This amount: ONE THOUSAND, FIVE HUNDRED SEVENTY-SEVEN AND 58/100 DOLLARS **\$1,577.58**

Account# 00189206 - Business Tax

MEMO

SIGNATURE

Property	Unit	Account	Amount	Description
1dem88 - 2335 - 2369 88th Ave 8733 - 8737 Hillside St Oakland, CA 94605	--	5304: City Taxes	\$1,577.58	Account# 00189206 - Business Tax

Audit Log

Created By **Gary DeMattei** on 01/14/2025 03:41 PM

Last Saved By **Amanda Tackitt** on 02/03/2025 11:39 AM

Reconciled By **Amanda Tackitt** on 02/03/2025 11:39 AM

01/14/2025 03:41 PM

Created Check City Of Oakland Business Tax \$1,577.58 – Gary DeMattei

Notes

CITY OF OAKLAND BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER

00189206

DBA

FRANK DEMIGUEL
DEMIGUEL FRANK & GRACE E TRS

BUSINESS LOCATION

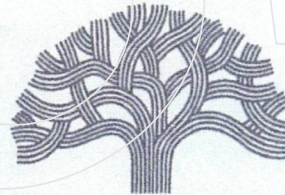
2341 88TH AVE
OAKLAND, CA 94605-3925

BUSINESS TYPE

O2 Rental - Apartment



DEMIGUEL FRANK & GRACE E TRS
SLPM PROPERTY MANAGEMENT
575 DUTTON AVE
SAN LEANDRO, CA 94577-2043



EXPIRATION DATE **12/31/2025**

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

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

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

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED

000053

SLPM

Property Management

575 Dutton Avenue, San Leandro, California 94577 Office: 510-569-0722 Fax: 510-569-0923 Email: info@slpm.com

01/28/2016

Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

Effective 01/28/2016, SLPM Property Management will be managing the property in which you occupy. You will find that we are responsive to your needs and will help you when you have a problem. We will assure you that the terms of the LEASE / RENTAL AGREEMENT are enforced.

30 DAY NOTICE OF CHANGE OF TERMS OF TENANCY

If you should experience a maintenance problem, please call the problem into our office directly. If an emergency occurs (fire or life threatening situation) contact 911 then our office for notification. Tenants are responsible for the cost of tenant incurred damages and missed appointments with vendors that have scheduled with you to make necessary repairs and a charge is assessed. If a drain clog occurs and it is deemed tenant caused per the drain cleaning company you will be billed for their work. If you have release mechanisms on window bars you are to test them monthly and notify SLPM of any release malfunctions. If you have window bars without release mechanisms and bars are on all windows for a bedroom notify SLPM immediately. You are hereby advised to obtain "renters" insurance to protect your personal property as the owners insurance does not cover your assets. See Housing, Residential Rent and Relocation Notice attached hereto. **PLEASE NOTIFY SLPM IMMEDIATELY AFTER RECEIPT OF THIS LETTER OF ANY MAINTENANCE ISSUES.**

A \$15.00 fee will be charged to the tenant for any 3 day notice delivered to you. Your late fee will be 5.0 % of the balance owed for any payment received after the 5th day for which it is due.

Neither SLPM or owner shall be responsible for any food spoilage from appliance disrepair or power loss.

ANY provision in your lease or rental agreement which calls for the payment of attorney's fees to the prevailing party in any litigation relating to the tenancy is deleted. Henceforth, should there be any litigation relating to your tenancy between you and your landlord, each party to said litigation shall bear its own attorney fees, and neither party shall be obligated to pay the other party for any attorney's fees, and neither party shall be obligated to pay the other party for any attorney's fees incurred by that party.

Any repairs to damages caused to the unit by the tenant or any third party shall be the sole responsibility of the tenant in possession. Tenant is hereby advised again to carry "renters insurance to protect their personal property from loss.

WAIVER OF JURY TRIAL: In the event that any unlawful detainer action is brought by Owner/Owners Agent to recover possession of the premises, Resident, Owner/Owners Agent herewith waives any right it might otherwise have to request a trial of such action by jury, and agrees that this waiver may be filed with the court in such unlawful detainer action and be binding upon the parties thereto. If, in spite of this Agreement, Resident subsequently makes a jury demand in such unlawful detainer proceeding, Resident, Owner/Owners Agent herewith agrees that the filing of this waiver with the court shall super cede and waive such demand.

DEPOSIT REFUNDS: Deposits will be refunded within 21 days possession is delivered to Owner or authorized Agent along with a list of charges.

CANCELLATION OF NOTICE TO VACATE: Could make you liable for the cost of advertising between the time you give notice and subsequently cancel.

APPLIANCES: The stove, refrigerator or any other free standing appliance within a one to four unit building are for the tenants use and not a condition of said rental. Any repairs to said items are the sole responsibility of the tenant hereafter.

000054

RENTS ARE TO BE PAID TO THE BELOW ADDRESS, NO CASH ACCEPTED

SLPM Property Management

PO Box 3725

San Leandro, CA 94578-0725

OUR RECORDS INDICATE THE FOLLOWING:

Rent: \$650.00

Provide correction in writing

Due Date: 1

Phone: _____

H: _____

W: _____

IF ANY OF THE ABOVE IS INCORRECT, (including occupants) PLEASE NOTIFY US IMMEDIATELY .

TO CONTACT PROPERTY MANAGEMENT DEPARTMENTS, CALL THE FOLLOWING:

MAINTENANCE: 510-569-0722 then press 112

BOOKKEEPING: 510-569-0722 then press 115

EMERGENCY: 510-569-0722 then press 2

Please notify us immediately of any maintenance problems that need attention.

PLEASE PROVIDE US WITH AN EMAIL ADDRESS SO THAT YOU CAN LOG ON TO OUR SYSTEM TO REGISTER WORK ORDERS AS WELL AS MAKE PAYMENTS ONLINE:

EMAIL: _____

000055

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

• The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

• You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.

• If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

• To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or on-line at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

• If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has **not** been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

• Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent. The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex **must** be evicted. If the owner does not evict, the City Attorney may do so.

TENANT'S SMOKING POLICY DISCLOSURE

- Smoking IS NOT in Unit 2339B, the unit you plan to rent.
- Smoking IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There IS NOT a designated outdoor smoking area.

I received a copy of this notice on ____/____/____

Lease Addendum - Secondary Mold Notification Notice

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenant regularly allow air to circulate in the apartment. It is also important that Tenant keep the interior of the unit clean and that they promptly notify the Owner of any leaks, moisture problems, and/or mold growth.

Tenant is to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant is to keep the unit free of dirt and debris that can harbor mold.
2. Tenant is to immediately report to the Owner any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant is to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant is to report to the Owner any significant mold growth on surfaces inside the premises.
5. Tenant is to allow the Owner to enter the unit to inspect and make necessary repairs.
6. Tenant is to use bathroom fans while showering or bathing and to report to the Owner any non-working fan.
7. Tenant is to use exhaust fans whenever cooking, dish-washing, or cleaning.
8. Tenant is to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Tenant is to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant is to notify the Owner of any problems with the air conditioning or heating systems that are discovered by the Tenant.
11. Tenant is to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the premises.

TIPS TO PREVENT MOLD, MILDEW & FUNGI IN YOUR HOME

Mold clean up is usually considered one of the housekeeping tasks of the private citizen along with reporting to the building owner any roof and plumbing issues.

Mold can become a problem in your home if there is moisture available to it and it has a way to thrive and multiply.

The following sources of indoor moisture that may cause problems.

- > House plants (watering can generate large amounts of moisture)
- > Steam from cooking
- > Shower/bath steam
- > Wet clothes in indoor drying lines

There are several ways in which your help can prevent this in the future. The following list may be used as a guide:

A. Remove Excess Moisture

1. Dry out mops and cleaning utensils thoroughly before storing inside your apartment.
2. Wipe down bathroom walls and shower doors immediately after bathing; allow towels to air out. Wash and dry towels often.
3. Wipe down any condensation from interior of windows and windowsills; wash and dry towels immediately.

B. Keep Things Clean

1. Keep closets, dresser drawers - any place where mildew is likely to grow - as clean as possible.
2. Soil on dirty articles can supply enough food for mildew to start to grow when moisture and temperature is right.
3. Greasy films such as those that form on kitchen walls also contain many nutrients for mildew-causing molds.

C. Circulate the Air

1. When the outside is drier than the inside, ventilation allows the dry air to enter, take up excess moisture, and then be carried outside.
2. When natural breezes are not sufficient, please use your central air conditioning (fan only) and bath/laundry room exhaust fan(s).
3. Poorly ventilated closets get damp and musty during continued wet weather, and articles stored in them are apt to mildew.
4. Try to improve the air circulation by opening the closet doors. In addition, Hang the clothes loosely so that air can circulate around them.
5. Dry all wet clothing (including clothes wet from rain or perspiration) before putting it in the closet.

SLPM Property Management
575 Dutton Avenue • San Leandro, CA 94577 • (510) 569-0722

Pay RENT with Cash at

Pague su alquiler en efectivo en



Total Security.

Total Convenience.

- ✓ Pay instantly... **AVOID LATE FEES!**
- ✓ Pay rent with cash at any 7-Eleven, any time
- ✓ No more money orders
- ✓ Keep your receipt for proof of payment

Seguridad Total.

Comodidad Total.

- ✓ Pague inmediatamente.... ¡Evite cargos por pagos atrasados!
- ✓ Pague el alquiler en efectivo en cualquier 7-Eleven, en cualquier momento
- ✓ No más giros bancarios
- ✓ Guarde su recibo como prueba de pago

Take this PaySlip to any 7-Eleven and tell the clerk to follow the instructions below.
A \$3.99 processing fee applies, \$1,500 maximum per transaction

Lleve esta boleta de pago a cualquier 7-Eleven y dígame al cajero que siga las instrucciones de abajo.
Se aplicará una cuota de \$3.99 por procesamiento, máximo \$1,500 por transacción.

PayNearMe

LOAD LIKE A GIFT CARD



629964900426449322300000000000



7-Eleven Clerk Instructions*:

1. Ask customer what amount to pay
2. Press [LOAD] Button on POS
3. Scan barcode
4. Get payment from customer
5. Return PaySlip and provide receipt

* For help call (888) 714-0004, 24/7

Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

000059

SLPM Property Management
575 Dutton Avenue • San Leandro, CA 94577 • (510) 569-0722

Pay RENT with Cash at

Pague su alquiler en efectivo en



Total Security. Total Convenience.

- ✓ Pay instantly... **AVOID LATE FEES!**
- ✓ Pay rent with cash at any ACE, any time
- ✓ No more money orders
- ✓ Keep your receipt for proof of payment

Seguridad Total. Comodidad Total.

- ✓ Pague inmediatamente.... ¡Evite cargos por pagos atrasados!
- ✓ Pague el alquiler en efectivo en cualquier ACE, en cualquier momento
- ✓ No más giros bancarios
- ✓ Guarde su recibo como prueba de pago

Take this PaySlip to any ACE and tell the clerk to follow the instructions below.
A \$3.99 processing fee applies, \$1,500 maximum per transaction

Lleve esta boleta de pago a cualquier ACE y díglele al cajero que siga las instrucciones de abajo.
Se aplicará una cuota de \$3.99 por procesamiento, máximo \$1,500 por transacción.

PayNearMe

178Q9H
Token Number



Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

ACE Sales Associate Instructions*:

1. Select Option 4: Bill Pay on your POS
2. Enter PayNearMe or biller code PYN on search
3. Enter token number and select Get Order List
4. Enter desired payment amount
5. Get payment from customer
6. Return PaySlip and provide receipt

* For help call (888) 714-0004, 24/7

000060

SEND PAYMENT TO

SLPM Property Management
575 Dutton Avenue
San Leandro, CA 94577

INVOICE DATE

January 28, 2016

INVOICE FOR

Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

TOTAL AMOUNT DUE


\$650.00

PLEASE DETACH TOP PORTION AND REMIT WITH YOUR PAYMENT

PAY THIS BILL ONLINE AT

<https://slpm.appfolio.com/connect>

CONTACT US

 (510) 569-0722 <http://www.slpn.com>

Please address billing disputes and written inquiries to SLPM Property Management, 575 Dutton Avenue, San Leandro, CA 94577. For other questions, call (510) 569-0722

CURRENT CHARGES

01 FEB

RENT

FEBRUARY 2016 - RENT

\$650.00

V08

CUSTOMER NO 000066171300

G018608260

powered by
appfolio
PROPERTY MANAGEMENT



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

CASE NUMBER T - _____

PROPERTY OWNER RESPONSE TO TENANT PETITION

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

Rental Unit Information

2339B 88th Ave Unit Number Oakland, CA 94605
Street Number Street Name Unit Number Zip Code

Is there more than one street address on the parcel? ☒ Yes If yes, list all addresses: 2335 - 2341
☐ No

Type of unit(s) (check one): ☐ Single family home Number of units on property: 6
☐ Condominium Date acquired property: 2015
☒ Apartment, room, or live-work

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

Tenant Information

Name of Tenant Petitioner(s): Daniel Jordan
Date tenant(s) moved into rental unit: Unknown Initial rent amount: \$ Unknown Is/are tenant(s) current on rent? ☒ Yes
☐ No

Property Owner Information

Frank DeMiguel
First Name Last Name
Company/LLC/LP (if applicable): _____
Mailing address: PO Box 3725 San Leandro Ca 94578
Primary Telephone: (510) 604-1078 Other Telephone: _____ Email: fdemiguelplumbing@yahoo.com

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

Steve Francois SLPM Property Management
First Name Last Name Firm/Organization (if any)
Mailing Address: PO Box 3725 San Leandro CA 94578
Phone Number: 510 564 2843 Email: Steve@slpm.com

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") or evidence of exemption from the RAP Fee	Attach proof of payment of the current year's RAP Fee for the subject property or evidence of exemption from the RAP Fee (e.g., Certificate of Occupancy).
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANT'S OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants <i>*Exception for units not covered by the Residential Rent Adjustment Program</i>	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. <input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>01/28/2016</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> <input type="checkbox"/> I have never provided a RAP Notice. <input type="checkbox"/> I do not know if a RAP Notice was ever provided.
Evidence of registration for all affected covered units (check one of the following boxes) <input checked="" type="checkbox"/> On <u>12/23/24</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. <input type="checkbox"/> The subject unit(s) are exempt from the registration requirement	To support this declaration, I am providing: <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. <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. OR Declaration of Exemption: <input type="checkbox"/> The residential property involved in this petition matter is not covered by either the city's Rent Adjustment Ordinance or the Just Cause Ordinance. Thus, the subject unit(s) are not subject to the registration requirements under the Oakland Municipal Code, Section 8.22.090.B.1.c.ii.

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.**
- Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
 - Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
 - Was the prior tenant evicted for cause?
 - At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
 - Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
 - 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)					
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<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).	n/a
(A3)	A government agency has cited the unit for serious health, safety, fire, or building code violations.	n/a

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.	** See attached **
(B2)	Tenant(s) is/are being unlawfully charged for utilities.	n/a
Other		
C.	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) a prior rent increase period for capital improvements, or b) after the owner received undeclared capital improvement benefits, or c) after an additional tenant for whom the owner was allowed an increase, vacated from the premises.	n/a
(C2)	Owner exemption based on fraud or mistake.	n/a
(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)).	n/a

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.



 Property Owner 1 Signature

12/29/2025

Date

 Property Owner 2 Signature

 Date
CONSENT TO ELECTRONIC SERVICE*(Highly Recommended)*

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

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

MEDIATION PROGRAM

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

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

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

 Property Owner Signature

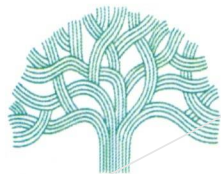
 Date
INTERPRETATION SERVICES

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

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

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

-END OF RESPONSE-



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

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

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

☐ **PROPERTY OWNER RESPONSE TO TENANT PETITION** 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):

☐ **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	
Address	
City, State, Zip	
Name	
Address	

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

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

PRINTED NAME

SIGNATURE

DATE SIGNED

IMPORTANT INFORMATION REGARDING FILING YOUR RESPONSE

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 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.¹ 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.

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

¹ 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

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

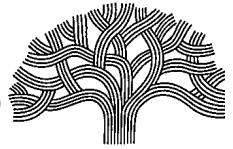
In most cases, RAP will schedule a hearing to determine whether the Tenant Petition should be granted or denied. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing will only be postponed for good cause.

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 or calling (510) 238-3721.



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

Housing and Community Development Department
Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBER: T25-0207

CASE NAME: Jordan v. SLPM Property Management

PROPERTY ADDRESS: 2339b 88th Avenue, Oakland, CA

DATE OF DECISION: January 28, 2026

PARTIES: Daniel Jordan, Tenant
Frank DeMiguel, Owner
Steve Francois (SLPM Property Management), Property
Owner Representative

SUMMARY OF DECISION

The Tenant's petition is dismissed.

INTRODUCTION

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 resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a Hearing, and there are no material facts in dispute. Therefore, an Administrative Decision, without a Hearing, is being issued.

BACKGROUND

The Tenant filed a petition on December 14, 2025, alleging that the Owner is providing fewer housing services than previously received and/or the tenant is being charged for services originally paid for by the Owner. The specific petitioned decreased housing service was: Garage #2 was taken over by the owners for their own use approximately ten (10) years ago.

The petition stated that the loss of service date was January 1, 2015, and included a *Proof of Service (POS)* signed by Daniel Jordan that he served the *Tenant Petition (Petition)* and 5

attached pages by personal service to Steve Francois, on December 15, 2025. To date, no *Proof of Service* was received for the *Notice to Property Owner of Tenant Petition*.

On the petition, the Tenant stated that he was never provided with the *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)*.

The Owner submitted a *Property Owner Response to Tenant Petition (Response)* on January 9, 2026. The Owner alleged on his *Response* that he provided the Tenant with the *RAP Notice* on January 28, 2016. The Owner attached 12 additional pages to the *Response*. Among the documents were a copy of the *Notice to Tenants of Residential Rent Adjustment Program* provided to the Tenant attached to a letter dated January 28, 2016.

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

On December 31, 2025, the parties were served a *Notice of Remote Settlement Conference and Hearing*, setting a settlement conference and hearing for March 3, 2026.

RATIONALE FOR ADMINISTRATIVE DECISION

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered an increase in rent¹ and may be corrected by a rent adjustment.² However, to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. The usual method of evaluating decreased housing services is consideration of all services provided by an Owner and then determining the percentage by which total services provided by the Owner have decreased because of the lost housing service.

There is also a time limit for alleging decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days after of whichever is later: (1) the date the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the *RAP Notice*.³

This time limit does not apply for ongoing decreased housing services. Oakland City Council Ordinance 13777 CMS, adopted on November 3, 2023, states as follows at Section 2:

If the decreased housing is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for three (3) years before the

¹ O.M.C. § 8.22.070 (F).

² O.M.C. § 8.22.110 (E).

³ O.M.C. § 8.22.090 (A)(3).

petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.⁴

In a decreased housing services case, the tenant has the burden of proving decreased housing services by a preponderance of the evidence and must establish that he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to a relief.⁵

The Rent Adjustment Program Regulations also gives guidance on the time constraints within which an owner must respond to a request for repair or replacement when a tenant experiences decreased housing services. Regulations Section 8.22.070(C)(a)(2)(4)(a)(iv)(b)(2) states:

Ninety (90) days after the Owner received notice of the condition or otherwise learned of the condition is presumed a reasonable time unless the tenant demonstrated that the violation was an immediate threat to the health and safety of occupants of the property, [in which case] fifteen (15) business days is presumed a reasonable time.

The removal of the use of a garage is the result of a discrete change in services. To be considered timely, this claim should have been filed within ninety days of receiving the *RAP Notice* or within ninety days of noticing the decreased housing service, whichever was later. The tenant received the *RAP Notice* on January 28, 2016, but the Tenant's petition was not filed until December 14, 2025, more than ninety days after service of the *RAP Notice*. Therefore, this claim is denied as untimely.

ORDER

1. The Tenant's petition T25-0207 is dismissed.
2. The Remote Settlement Conference and Hearing scheduled for March 3, 2026, is hereby canceled.

Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff.

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

⁴ O.M.C. § 8.22.090 (A)(3)(b).

⁵ Hearing Decision T11-0191 *Howard v. Smith* (2012).

Dated: January 28, 2026

A handwritten signature in black ink, appearing to read 'Susan Ma', written over a horizontal line.

Susan Ma
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE TRO

Case Number: T

I, the undersigned, state that 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 O. Ogawa Plaza, Suite 5313, 5th floor, Oakland, California 94612. My electronic service address is: bjackson@oaklandca.gov.

To say I electronically served the attached documents:

Administrative Decision

I electronically served the document(s) listed above to:

Daniel Jordan danieljordan1992@gmail.com

Steve Franco Steve@slpm.com

Frank DeMiguel fdemiguelplumbing@yahoo.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January



Brittni Jackson
Oakland Rent Adjustment Program



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

For Rent Adjustment Program date stamp.

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: Tenant's Appeal of Administrative Decision (Case No. T25-0207) (insert name of document served) and

☒ And Additional Documents

(write number of attached pages) 24 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. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- ☒ b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- ☐ c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

PERSON(S) SERVED:

Name	Steve Francois, Agent for Owner SLPM Property Management
Address	14895 E 14th Street, Suite 460
City, State, Zip	San Leandro, CA 94578
Email Address	steve@slpm.com

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 ____ / ____ / ____ (insert date served).

Daniel Jordan

PRINT YOUR NAME



SIGNATURE

2/2/2026

DATE

**CITY OF OAKLAND – RENT ADJUSTMENT PROGRAM
APPEAL COVER SHEET**

Case No.: T25-0207

Tenant/Appellant: Daniel Jordan

Rental Address: 2339B 88th Ave, Oakland, CA 94605

Subject: Appeal of Administrative Decision dated January 28, 2026

Enclosed is Tenant's Appeal of the Administrative Decision dismissing the above-referenced petition. The appeal is based on procedural error and misapplication of law, including dismissal despite disputed material facts and improper reliance on documents not addressed to or served on Tenant. Tenant respectfully requests reversal of the dismissal and remand for a full evidentiary hearing, along with interim status-quo protection.

Submitted by: Daniel Jordan

Date:  _____



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

For Rent Adjustment Program date stamp.

APPEAL

Appellant's Name Daniel Jordan	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 2339B 88th Ave Oakland CA 94605	
Appellant's Mailing Address (For receipt of notices) 2339B 88th Ave Oakland CA 94605	Case Number T25-0207
	Date of Decision appealed January 28th, 2026
Name of Representative (if any)	Representative's Mailing Address (For notices)

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

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
 - a) ☒ The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, Regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) ☐ The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) ☐ The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) ☐ The decision violates federal, state, or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) ☒ The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

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

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

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

I served a copy of: Tenant Appeal (Case No. T25-0207) (insert name of document served)
☒ And Additional Documents

and (write number of attached pages) 21 attached pages (*not counting the Appeal Form or the Proof of Service*) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (*check one*):

- ☐ a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- ☒ b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- ☐ c. Electronic Service. I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

<u>Name</u>	San Leandro Property Management
<u>Address</u>	
<u>City, State Zip</u>	14895 E 14th St, Suite 460 San Leandro, CA 94578
<u>Email Address</u>	
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

Email Address	
----------------------	--

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 2/2/2026 (insert date served).

Daniel Jordan

PRINT YOUR NAME



SIGNATURE

2/2/2026

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.

TENANT'S EXPLANATION OF GROUNDS FOR APPEAL

Case No.: T25-0207

Tenant: Daniel Jordan

Address: 2339B 88th Ave, Oakland, CA 94605

I. INTRODUCTION AND BASIS FOR APPEAL

This appeal challenges the Administrative Decision dated January 30, 2026, which dismissed Tenant's petition without a hearing based on an erroneous application of laches and a mischaracterization of the facts as a discrete, completed loss of a housing service occurring "approximately ten years ago." (See **Exhibit A.**)

The dismissal was improper because the record establishes that the garage associated with Tenant's tenancy has remained in continuous use for storage, that the alleged termination of the housing service was never complete, and that material facts were disputed and required an evidentiary hearing. The Decision also relied on a document not addressed to Tenant and never established as notice or agreement by Tenant, creating a factual and procedural defect that independently warrants reversal.

II. THE GARAGE WAS AN ONGOING HOUSING SERVICE, NOT A DISCRETE LOSS

The Administrative Decision treats the garage as a housing service that was fully removed around 2015 and never used thereafter. That characterization is incorrect. Tenant has resided at the property for approximately twenty-two (22) years. From the beginning of the tenancy, the garage identified as Garage #2 was used by Tenant for parking and for long-term storage of personal property. Under prior ownership and management, this use was permitted and not subject to a separate charge. When ownership and management later changed, Tenant was instructed to stop parking vehicles in the garage. However, Tenant was **never instructed to remove stored personal property**, never told the garage could no longer be used for storage, and never advised that the garage was no longer associated with the tenancy. Tenant's stored belongings remained in the garage continuously, and Tenant continued to access the garage storage area up to and including the time the petition was filed in December 2025. (See **Exhibit B.**)

Because storage access and use never ended, there was no discrete, completed "removal" of the garage housing service. At most, there was a partial restriction on parking, while storage use continued uninterrupted. Under Oakland rent control principles, an ongoing housing service cannot be recharacterized as a decade-old loss simply because one aspect of use was limited.

III. THE "2015" DATE WAS APPROXIMATE AND LATER CONTRADICTED BY THE RECORD

The Decision relies heavily on Tenant's approximate reference to "around 2015" to conclude that Tenant slept on his rights for ten years. This was error. Tenant expressly

used approximate language because he did not recall the exact year ownership and management changed. Subsequent documents relied upon by the landlord are dated January 28, 2016, which confirms that the alleged change occurred **less than ten years** before the petition was filed in December 2025. An approximate recollection cannot be treated as a binding admission, particularly where the record itself reflects a later date. The laches doctrine requires clear, unreasonable delay. That standard is not met where the timeline is approximate, disputed, and contradicted by documents dated in 2016. (See **Exhibit D.**)

IV. RAP RELIED ON A DOCUMENT NOT ADDRESSED TO TENANT AND NEVER ESTABLISHED AS NOTICE OR AGREEMENT

The Administrative Decision implicitly relied on a January 28, 2016 document that is **addressed to a different individual (Timothy Gray)** and not to Tenant. Tenant does not recall signing any document relinquishing garage rights, receiving notice that the garage was permanently removed from his tenancy, or consenting to such a change. Tenant was never provided a copy of any such document at the time, and the record contains no evidence that Tenant was properly served with or agreed to the document relied upon. This creates a material factual dispute regarding notice and consent. Dismissal without a hearing based on an unproven assumption that Tenant agreed to or was bound by a document addressed to another person was improper.

In addition, the document relied upon by RAP and the landlord as proof of notice is a generic “Notice to Tenants of Residential Rent Adjustment Program” informational pamphlet. The document is addressed to another individual, contains no reference to Garage #2, parking, storage, or any housing service change, and bears no signature or acknowledgment by Tenant Daniel Jordan. The acknowledgment line stating “I received a copy of this notice on ____” is blank and unsigned. This document does not constitute notice of a housing service removal, does not evidence Tenant consent, and does not satisfy RAP notice requirements. Reliance on this document as proof of notice or agreement was procedurally improper. (See **pg. 5 Exhibit D.**)

V. LANDLORD’S OWN EMAIL CONFIRMS ONGOING GARAGE USE AND KNOWLEDGE

In December 2025, after Tenant declined to pay a newly demanded \$250 monthly charge for the garage pending guidance from the Rent Adjustment Program, the landlord’s agent emailed Tenant threatening that any personal property stored in the garage would be treated as debris and disposed of. (See **Exhibit C.a.**) (See **Exhibit C.b.**)

This email is significant for two reasons:

1. It confirms that Tenant’s personal property was still present in the garage at the time of the petition.
2. It confirms landlord knowledge of that ongoing use.

A housing service cannot be deemed abandoned or terminated while the landlord acknowledges its continued use and threatens to remove the tenant's belongings. This evidence directly contradicts the notion of a long-completed loss and establishes an active, current dispute.

VI. BOARDING OF THE GARAGE DID NOT TERMINATE USE OR ACCESS

The landlord's boarding of the vehicle entrance to the garage did not terminate the garage housing service. The storage portion of the garage remained accessible via a side door, which Tenant continued to use. This is further corroborated by conditions on the property, where an adjacent garage boarded in the same manner remained accessible and was modified with a door to allow continued entry. *(See Exhibit E.)*

These facts support Tenant's position that boarding was a physical modification, not a termination of garage use, and that storage access was ongoing.

VII. DISMISSAL WITHOUT A HEARING WAS PROCEDURALLY IMPROPER

The petition raised disputed issues of material fact, including:

- Whether garage use for storage continued after ownership change
- Whether Tenant received notice or agreed to termination of garage rights
- Whether the alleged loss was ongoing rather than discrete
- Whether laches could apply given the actual timeline and continued use

Under these circumstances, dismissal without an evidentiary hearing was improper. The Administrative Decision resolved factual disputes in favor of the landlord without testimony, cross-examination, or authentication of documents.

VIII. REQUEST FOR INTERIM STATUS-QUO PROTECTION

Because the landlord has threatened to dispose of Tenant's personal property and to rent the garage to others, Tenant respectfully requests that RAP order interim status-quo protection pending appeal review. Specifically, Tenant requests an order prohibiting disposal of stored property and re-rental of the garage during the pendency of this appeal, to prevent irreparable harm and preserve RAP's ability to grant meaningful relief. *(See Exhibit C.) (See Exhibit C.b.)*

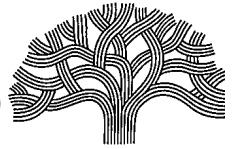
IX. CONCLUSION

For the reasons stated above, the Administrative Decision should be reversed and the matter remanded for a full evidentiary hearing. The dismissal rested on an incorrect characterization of the housing service, an erroneous timeline, and unresolved factual disputes that required hearing.

Submitted by: *Daniel Jordan* Signature: _____



Date: 02/02/2026



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

Housing and Community Development Department
Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBER: T25-0207

CASE NAME: Jordan v. SLPM Property Management

PROPERTY ADDRESS: 2339b 88th Avenue, Oakland, CA

DATE OF DECISION: January 28, 2026

PARTIES: Daniel Jordan, Tenant
Frank DeMiguel, Owner
Steve Francois (SLPM Property Management), Property
Owner Representative

SUMMARY OF DECISION

The Tenant's petition is dismissed.

INTRODUCTION

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 resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a Hearing, and there are no material facts in dispute. Therefore, an Administrative Decision, without a Hearing, is being issued.

BACKGROUND

The Tenant filed a petition on December 14, 2025, alleging that the Owner is providing fewer housing services than previously received and/or the tenant is being charged for services originally paid for by the Owner. The specific petitioned decreased housing service was: Garage #2 was taken over by the owners for their own use approximately ten (10) years ago.

The petition stated that the loss of service date was January 1, 2015, and included a *Proof of Service (POS)* signed by Daniel Jordan that he served the *Tenant Petition (Petition)* and 5

attached pages by personal service to Steve Francois, on December 15, 2025. To date, no *Proof of Service* was received for the *Notice to Property Owner of Tenant Petition*.

On the petition, the Tenant stated that he was never provided with the *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)*.

The Owner submitted a *Property Owner Response to Tenant Petition (Response)* on January 9, 2026. The Owner alleged on his *Response* that he provided the Tenant with the *RAP Notice* on January 28, 2016. The Owner attached 12 additional pages to the *Response*. Among the documents were a copy of the *Notice to Tenants of Residential Rent Adjustment Program* provided to the Tenant attached to a letter dated January 28, 2016.

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

On December 31, 2025, the parties were served a *Notice of Remote Settlement Conference and Hearing*, setting a settlement conference and hearing for March 3, 2026.

RATIONALE FOR ADMINISTRATIVE DECISION

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered an increase in rent¹ and may be corrected by a rent adjustment.² However, to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. The usual method of evaluating decreased housing services is consideration of all services provided by an Owner and then determining the percentage by which total services provided by the Owner have decreased because of the lost housing service.

There is also a time limit for alleging decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days after of whichever is later: (1) the date the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the *RAP Notice*.³

This time limit does not apply for ongoing decreased housing services. Oakland City Council Ordinance 13777 CMS, adopted on November 3, 2023, states as follows at Section 2:

If the decreased housing is ongoing (e.g., a leaking roof), the tenant may file a petition at any point but is limited in restitution for three (3) years before the

¹ O.M.C. § 8.22.070 (F).

² O.M.C. § 8.22.110 (E).

³ O.M.C. § 8.22.090 (A)(3).

petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.⁴

In a decreased housing services case, the tenant has the burden of proving decreased housing services by a preponderance of the evidence and must establish that he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to a relief.⁵

The Rent Adjustment Program Regulations also gives guidance on the time constraints within which an owner must respond to a request for repair or replacement when a tenant experiences decreased housing services. Regulations Section 8.22.070(C)(a)(2)(4)(a)(iv)(b)(2) states:

Ninety (90) days after the Owner received notice of the condition or otherwise learned of the condition is presumed a reasonable time unless the tenant demonstrated that the violation was an immediate threat to the health and safety of occupants of the property, [in which case] fifteen (15) business days is presumed a reasonable time.

The removal of the use of a garage is the result of a discrete change in services. To be considered timely, this claim should have been filed within ninety days of receiving the *RAP Notice* or within ninety days of noticing the decreased housing service, whichever was later. The tenant received the *RAP Notice* on January 28, 2016, but the Tenant's petition was not filed until December 14, 2025, more than ninety days after service of the *RAP Notice*. Therefore, this claim is denied as untimely.

ORDER

1. The Tenant's petition T25-0207 is dismissed.
2. The Remote Settlement Conference and Hearing scheduled for March 3, 2026, is hereby canceled.

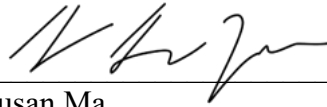
Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff.

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

⁴ O.M.C. § 8.22.090 (A)(3)(b).

⁵ Hearing Decision T11-0191 *Howard v. Smith* (2012).

Dated: January 28, 2026

A handwritten signature in black ink, appearing to read 'Susan Ma', written over a horizontal line.

Susan Ma
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE BY ELECTRONIC MAIL

Case Number: T25-0207

I, the undersigned, state that 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. My electronic service address is: bjackson@oaklandca.gov.

Today, I electronically served the attached documents:

Administrative Decision

I electronically served the document(s) listed above to:

Daniel Jordan danieljordan1992@gmail.com

Steve Francois Steve@slpm.com

Frank DeMiguel fdemiguelplumbing@yahoo.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 30, 2026**.



Brittini Jackson
Oakland Rent Adjustment Program

Tenant Petition – Reduction in Housing Services / Improper Rent Increase

Tenant Name: Daniel Jordan
Rental Address: 2339 B – 88th Ave, Oakland, CA 94605
Length of Tenancy: Approximately 22 years
Landlord / Agent: SLPM Property Management

Statement of Facts

I have been a tenant at the above address for approximately twenty-two (22) years. Throughout my tenancy, the garage identified as Garage #2 was provided to me as part of my housing arrangement.

For many years, I parked my vehicle and stored my personal property in the garage. My use of the garage was open, continuous, and with the knowledge and consent of the prior owner. I relied on the garage for both parking and long-term storage as part of my housing, and no separate charge was imposed for its use during the prior ownership.

Approximately ten (10) years ago, after the property changed ownership, I was required to stop parking in the garage. The garage was boarded up and taken over by the owners for their own use. Despite this change, I have continuously stored personal property in the garage since I moved into the unit approximately 22 years ago, and that property has remained stored there throughout this time.

I did not consent to the removal or reduction of my garage use. My rent was not reduced, and no petition or approval was obtained from the Oakland Rent Adjustment Program to remove or alter this housing service. I remained in the unit and continued paying full rent and utilities without any adjustment.

On or about December 14, 2025, the landlord's agent delivered a written notice offering Garage #2 to me for rent at \$250 per month, stating that if I did not accept, the garage would be offered to other tenants.

Basis for Petition

1. Reduction in Housing Services. Garage parking and long-term storage were housing services provided throughout my tenancy. These services were reduced or removed without Rent Adjustment Program approval and without a corresponding rent reduction.
2. Improper Rent Increase. Charging \$250 per month for Garage #2, which was historically provided as part of my tenancy, constitutes an improper rent increase under rent control.
3. Failure to Maintain Status Quo. The landlord unilaterally altered long-standing housing services while I remained in possession and continued paying rent.

Relief Requested

I respectfully request that the Rent Adjustment Program determine that Garage #2, including parking and long-term storage, is a protected housing service associated with my tenancy.

I further request that the Rent Adjustment Program order restoration of my use of Garage #2 as part of my tenancy, as the garage was removed without approval and remains available.

Only if restoration is not ordered, I request an appropriate rent adjustment consistent with the removal of a housing service.

I request any other relief deemed appropriate under the Oakland Rent Adjustment Ordinance.


Signed:  Date: 12/14/2025

Exhibit C.a – \$250 Demand Letter and Threat Email (December 2025)

SLPM

Property Management

575 Dutton Avenue, San Leandro, California 94577 | Office: (510) 569-0722 | Fax: (510) 569-0923 | Email: Steve@slpm.com

12/12/2025

Idem88*

Timothy Gray, Daniel Jordan
And all other occupants
2339 B - 88th Ave
Oakland, CA 94605

We are currently clearing out Garage #2 and preparing it for use. Given your previous interest and the garage's proximity to your unit, we are offering you the first right of refusal to rent this space. Enclosed is a map for context of the community garage locations.

Rental Terms

The monthly rate for Garage #2 is **\$250.00**.

Deadline to Respond

If you are interested in renting this garage, please respond to this notice by **January 1, 2026** to confirm your intent. If we do not hear from you by this date, we will proceed with offering the space to the rest of the community.

Parking & Access

Please note the following requirements regarding the space:

- **Parking:** If you choose not to rent the garage, you must cease parking your vehicle in front of the garage door immediately. Your vehicle must be parked in your assigned stall beside your unit.
- **Garage Remote:** It has come to our attention that you acquired a garage remote from the vendor during the door installation.
 - **If you rent the space:** You may keep the remote for your use.
 - **If you do not rent the space:** You must return the remote to us immediately. Failure to return the remote will result in us reprogramming the garage opener system, and the associated costs will be charged to your account.

We look forward to your response.

Respectfully,

Steve Francois | General Manager
SLPM Property Management, Since 1978
Agent for Owner - Broker DRE# 02016432
(510) 564.2843 | Steve@slpm.com | www.slpm.com
575 Dutton Ave, San Leandro, CA 94577

000091



000092

Parking Agreement

This Parking Agreement is between Timothy Gray, Daniel Jordan (tenant) and Frank DeMiguel (owner). This Agreement is a separate agreement from tenant's lease concerning the following property: 2339 B - 88th Ave ("Property"), and is not a condition of such tenancy.

Terms:

1. Tenant shall only be allowed to park **one** operating vehicle per assigned space at 2339 B - 88th Ave (address). By this agreement, owner hereby assigns to tenant the following number of spaces: 1. Such space(s) is/are described as follows: Garage 2.
2. The monthly parking fee for the above space(s) shall be \$ \$250 /Month. Such fee shall be paid to owner together with tenant's monthly rent.
3. Tenant shall notify owner of the vehicle that tenant has selected for each assigned space by providing a vehicle description and license plate number.
4. Subletting a parking space is prohibited. However, from time-to-time, tenant may allow his/her guest's vehicles to occupy tenant's assigned parking space(s) on a temporary basis, provided that guest's use of the space shall be subject to the terms of this Agreement.
5. Assigned parking is for compact or medium-sized motor vehicle parking only. Over-size vehicles (i.e., large trucks) are disallowed. Vehicles that are unregistered or leaking harmful substances shall not be permitted on the premises. No other storage of any kind is allowed in the parking area without owner's prior written consent.
6. If an unauthorized vehicle occupies tenant's assigned parking space, he/she should call owner's office with that vehicle's license plate number. Tenant should not park in another assigned parking space. He/she may be provided with a temporary parking location at the discretion of owner.
7. It is Tenant's responsibility to keep his/her vehicle and personal property safe and secured at all times. To the fullest extent authorized by law, owner shall not be held responsible for harm to person or property, whether by impact of another vehicle, theft, fire, vandalism, criminal activity by a third party, or otherwise.
8. Upon 30-days advance written notice or if the tenant vacates their residential unit located at: 2339 B - 88th Ave, this agreement may be terminated by either party for any reason. Termination of this agreement shall not be used as grounds for any eviction proceedings.
9. In no manner shall this agreement change any terms of the parties' existing lease or act to renew any expired terms in such lease. This agreement shall not create a bailment between the parties. Tenant agrees that this agreement is separately negotiable and based upon commercially reasonable terms.

Agreed:

Tenant (Print Name)

Tenant Signature

Date

Owner / Agent

Date

000093

Exhibit C.b – Landlord Email Threatening Disposal of Property

From: Steve Francois Steve@slpm.com
Subject: RE: Garage #2 – Notice Dated 12/14/2025
Date: December 15, 2025 at 3:21 PM
To: D. Jordan danieljordan1992@gmail.com

@D. Jordan I am in receipt of your email. There appears to be a significant misunderstanding regarding the status of this unit.

First, your email is contradictory. You state that the garage was "boarded up and taken over" by ownership ten years ago, yet you simultaneously claim to have "continuously stored personal property" inside. To be clear: under current ownership, you have never had a lease or rights to use this garage. It was not associated with your tenancy, and any access you may have had prior to ten years ago was evidently a courtesy or verbal agreement with previous ownership that did not persist.

Furthermore, it was noted that you recently acquired a remote without permission during the vendor's cleanout of the unit.

Important: As stated in the notice, we are currently clearing out Garage #2. If you do, in fact, have items stored inside, they will be treated as debris and disposed of immediately as part of the cleanout process. If you have personal property in that space, you must remove it immediately to avoid it being discarded.

Since you have not held rights to use this garage under current ownership, no housing service was "removed" from your tenancy, and therefore no rent reduction applies.

You are welcome to consult with the Rent Adjustment Program. However, please be advised that after you receive their guidance and clarify your standing, our offer still stands with the original deadline.

If you wish to rent the garage for \$250.00/month, you must notify us by **January 1, 2026**.

If we do not receive a confirmation of intent to rent by that date, we will proceed with offering the space to the rest of the community.

Thank you!

--

Respectfully,

Steve Francois | General Manager
SLPM Property Management, Since 1978
Broker DRE# 02016432
Agent for Owner

(510) 564.2843 | Steve@slpm.com | www.slpm.com

SLPM Text / SMS: (715) 265.2726

24/7 Maintenance Emergencies: (800) 344.7743

[575 Dutton Ave, San Leandro, CA 94577](https://www.slpm.com/575-Dutton-Ave-San-Leandro-CA-94577)

<https://calendly.com/slpm-property-management>

This message is confidential. It may also be privileged or otherwise protected by work product immunity or other legal rules. If you have received it by mistake, please let us know by e-mail reply and delete it from your system; you may not copy this message or disclose its contents to anyone.

From: D. Jordan <danieljordan1992@gmail.com>

000094

Exhibit D – 2016 Document Addressed to Non-Tenant (Timothy Gray)

SLPM

Property Management

575 Dutton Avenue, San Leandro, California 94577 Office: 510-569-0722 Fax: 510-569-0923 Email: info@slpm.com

01/28/2016

Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

Effective 01/28/2016, SLPM Property Management will be managing the property in which you occupy. You will find that we are responsive to your needs and will help you when you have a problem. We will assure you that the terms of the LEASE / RENTAL AGREEMENT are enforced.

30 DAY NOTICE OF CHANGE OF TERMS OF TENANCY

If you should experience a maintenance problem, please call the problem into our office directly. If an emergency occurs (fire or life threatening situation) contact 911 then our office for notification. Tenants are responsible for the cost of tenant incurred damages and missed appointments with vendors that have scheduled with you to make necessary repairs and a charge is assessed. If a drain clog occurs and it is deemed tenant caused per the drain cleaning company you will be billed for their work. If you have release mechanisms on window bars you are to test them monthly and notify SLPM of any release malfunctions. If you have window bars without release mechanisms and bars are on all windows for a bedroom notify SLPM immediately. You are hereby advised to obtain "renters" insurance to protect your personal property as the owners insurance does not cover your assets. See Housing, Residential Rent and Relocation Notice attached hereto. **PLEASE NOTIFY SLPM IMMEDIATELY AFTER RECEIPT OF THIS LETTER OF ANY MAINTENANCE ISSUES.**

A \$15.00 fee will be charged to the tenant for any 3 day notice delivered to you. Your late fee will be 5.0 % of the balance owed for any payment received after the 5th day for which it is due.

Neither SLPM or owner shall be responsible for any food spoilage from appliance disrepair or power loss.

ANY provision in your lease or rental agreement which calls for the payment of attorney's fees to the prevailing party in any litigation relating to the tenancy is deleted. Henceforth, should there be any litigation relating to your tenancy between you and your landlord, each party to said litigation shall bear its own attorney fees, and neither party shall be obligated to pay the other party for any attorney's fees, and neither party shall be obligated to pay the other party for any attorney's fees incurred by that party.

Any repairs to damages caused to the unit by the tenant or any third party shall be the sole responsibility of the tenant in possession. Tenant is hereby advised again to carry "renters insurance to protect their personal property from loss.

WAIVER OF JURY TRIAL: In the event that any unlawful detainer action is brought by Owner/Owners Agent to recover possession of the premises, Resident, Owner/Owners Agent herewith waives any right it might otherwise have to request a trial of such action by jury, and agrees that this waiver may be filed with the court in such unlawful detainer action and be binding upon the parties thereto. If, in spite of this Agreement, Resident subsequently makes a jury demand in such unlawful detainer proceeding, Resident, Owner/Owners Agent herewith agrees that the filing of this waiver with the court shall super cede and waive such demand.

DEPOSIT REFUNDS: Deposits will be refunded within 21 days possession is delivered to Owner or authorized Agent along with a list of charges.

CANCELLATION OF NOTICE TO VACATE: Could make you liable for the cost of advertising between the time you give notice and subsequently cancel.

APPLIANCES: The stove, refrigerator or any other free standing appliance within a one to four unit building are for the tenants use and not a condition of said rental. Any repairs to said items are the sole responsibility of the tenant hereafter.

000095

RENTS ARE TO BE PAID TO THE BELOW ADDRESS, NO CASH ACCEPTED

SLPM Property Management
PO Box 3725
San Leandro, CA 94578-0725

OUR RECORDS INDICATE THE FOLLOWING:

Rent: \$650.00

Deposit:\$0.00

Provide correction in writing

Due Date:1

Phone:

H: _____

W: _____

**IF ANY OF THE ABOVE IS INCORRECT, (including occupants) PLEASE NOTIFY US
IMMEDIATELY .**

TO CONTACT PROPERTY MANAGEMENT DEPARTMENTS, CALL THE FOLLOWING:

MAINTENANCE: 510-569-0722 then press 112

BOOKKEEPING: 510-569-0722 then press 115

EMERGENCY: 510-569-0722 then press 2

Please notify us immediately of any maintenance problems that need attention.

PLEASE PROVIDE US WITH AN EMAIL ADDRESS SO THAT YOU CAN LOG ON TO OUR SYSTEM
TO REGISTER WORK ORDERS AS WELL AS MAKE PAYMENTS ONLINE:

EMAIL: _____

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

• The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

• You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.

• If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

• To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or on-line at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

• If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has **not** been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

• Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent. The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex **must** be evicted. If the owner does not evict, the City Attorney may do so.

TENANT'S SMOKING POLICY DISCLOSURE

• Smoking IS NOT in Unit 2339B, the unit you plan to rent.

• Smoking IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)

• Smoking is PROHIBITED in all common areas, both indoors and outdoors.

• There IS NOT a designated outdoor smoking area.

I received a copy of this notice on ___/___/___

Lease Addendum - Secondary Mold Notification Notice

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenant regularly allow air to circulate in the apartment. It is also important that Tenant keep the interior of the unit clean and that they promptly notify the Owner of any leaks, moisture problems, and/or mold growth.

Tenant is to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant is to keep the unit free of dirt and debris that can harbor mold.
2. Tenant is to immediately report to the Owner any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant is to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant is to report to the Owner any significant mold growth on surfaces inside the premises.
5. Tenant is to allow the Owner to enter the unit to inspect and make necessary repairs.
6. Tenant is to use bathroom fans while showering or bathing and to report to the Owner any non-working fan.
7. Tenant is to use exhaust fans whenever cooking, dish-washing, or cleaning.
8. Tenant is to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Tenant is to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible.
(Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant is to notify the Owner of any problems with the air conditioning or heating systems that are discovered by the Tenant.
11. Tenant is to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the premises.

TIPS TO PREVENT MOLD, MILDEW & FUNGI IN YOUR HOME

Mold clean up is usually considered one of the housekeeping tasks of the private citizen along with reporting to the building owner any roof and plumbing issues.

Mold can become a problem in your home if there is moisture available to a flow it to thrive and multiply.

The following sources of indoor moisture that may cause problems.

- > House plants (watering can generate large amounts of moisture)
- > Steam from cooking
- > Shower/bath steam
- > Wet clothes in indoor drying lines

There are several ways in which your help can prevent this in the future. The following list may be used as a guide:

A. Remove Excess Moisture

1. Dry out mops and cleaning utensils thoroughly before storing inside your apartment.
2. Wipe down bathroom walls and shower doors immediately after bathing: allow towels to air out. Wash and dry towels often.
3. Wipe down any condensation from interior of windows and windowsills: wash and dry towels immediately.

B. Keep Things Clean

1. Keep closets, dresser drawers - any place where mildew is likely to grow - as clean as possible.
2. Soil on dirty articles can supply enough food for mildew to start to grow when moisture and temperature is right.
3. Greasy films such as those that form on kitchen walls also contain many nutrients for mildew-causing molds.

C. Circulate the Air

1. When the outside is drier than the inside, ventilation allows the dry air to enter, take up excess moisture, and then be carried outside.
2. When natural breezes are not sufficient, please use your central air conditioning (fan only) and bath/laundry room exhaust fan(s).
3. Poorly ventilated closets get damp and musty during continued wet weather, and articles stored in them are apt to mildew.
4. Try to improve the air circulation by opening the closet doors, In addition. Hang the clothes loosely so that air can circulate around them.
5. Dry all wet clothing (including clothes wet from rain or perspiration) before putting it in the closet.

SEND PAYMENT TO

SLPM Property Management
575 Dutton Avenue
San Leandro, CA 94577

INVOICE DATE

January 28, 2016

INVOICE FOR

Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

TOTAL AMOUNT DUE

\$650.00

PLEASE DETACH TOP PORTION AND REMIT WITH YOUR PAYMENT

PAY THIS BILL ONLINE AT

<https://slpm.appfolio.com/connect>

CONTACT US

 (510) 569-0722 <http://www.slpm.com>

Please address billing disputes and written inquiries to SLPM Property Management, 575 Dutton Avenue, San Leandro, CA 94577. For other questions, call (510) 569-0722

CURRENT CHARGES

01 FEB

RENT

FEBRUARY 2016 - RENT

\$650.00

powered by
appfolio
Property Manager

000100

Exhibit E – Garage Door / Access Evidence -Tenant and Adjacent Garage





Adjacent Boarded Garage
Modified with Door



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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a 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 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: Property Owner's Hearing Brief & Rebuttal Evidence (Case T25-0207) (insert name of document served) and

☐ And Additional Documents

(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):

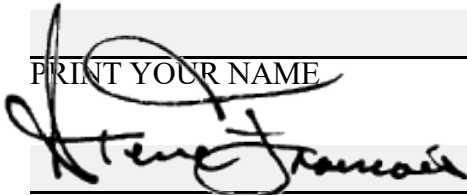
- ☐ a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- ☐ b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- ☐ c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

PERSON(S) SERVED:

Name	
Address	
City, State, Zip	
Email Address	

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

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

PRINT YOUR NAME


SIGNATURE



DATE

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
LETTERSTREAM

SLPM Property Management
14895 E 14th St
Suite 460
San Leandro CA 94578

0013403688000000

Timothy Gray, Daniel Jordan
And all other occupants
2339 B - 88th Ave
Oakland CA 94605



000105

SLPM

Property Management

14895 E14th St, Suite 460, San Leandro, CA 94578 | Office: (510) 972.2328 | Email: Steve@slpm.com

TO: City of Oakland, Rent Adjustment Program – Appeals Board / Hearings Unit

FROM: Steve Francois, General Manager, SLPM Property Management

HEARING DATE: February 26, 2026

CASE NUMBER: T25-0207

PROPERTY ADDRESS: 2339B 88th Avenue, Oakland, CA 94605

PROPERTY OWNER'S HEARING BRIEF & REBUTTAL EVIDENCE

(Submitted in Opposition to Tenant's Appeal)

Dear Hearing Officer and Members of the Appeals Board,

The Property Owner respectfully requests that the Appeals Board uphold the January 28, 2026, Administrative Decision dismissing this petition as time-barred.

In his Appeal, the Tenant introduces blatant misrepresentations of the facts to try and bypass the statute of limitations. He falsely claims he was never ordered to remove his stored items in 2016, falsely claims he was never served a RAP Notice in his own name, and attempts to recharacterize a personal dispute with a former roommate over a commercial space as an "ongoing housing service." The attached rebuttal evidence conclusively disproves his claims.

1. STORAGE WAS EXPLICITLY REVOKED IN 2016 (See Exhibits B & C)

In his Appeal (Section II), the Tenant claims that while he was told to stop parking in the garage ten years ago, he was *"never instructed to remove stored personal property."* Therefore, he claims his continuous use of the space makes this an "ongoing" housing service violation rather than a discrete, completed loss.

This is demonstrably false. On March 2, 2016, SLPM Property Management served a formal 30-Day Notice explicitly stating: *"Effective April 1, 2016 have all vehicles **and items stored** in any carports garage on the property removed."* (**Exhibit B**). The structural closure and boarding of the garage was a definitive, discrete severance of that space from his tenancy due to insurance mandates. The Tenant was subsequently assigned an uncovered surface parking space in 2019 (**Exhibit C**). If the Tenant secretly continued to access a boarded-up, structurally deficient building to store items after a formal written removal notice, that constitutes unauthorized trespassing—not an "ongoing housing service."

2. THE TENANT WAS PERSONALLY SERVED RAP NOTICES & PAID RAP FEES (See Exhibit A)

In his Appeal (Section IV), the Tenant claims the Administrative Decision improperly relied on a 2016 RAP Notice addressed to his former co-tenant, Timothy Gray, and claims he never received proper RAP disclosures. This is also false. **Exhibit A** contains the "Notice of Change of Monthly Rent" served on June 13, 2025. This notice—and the attached official City of Oakland RAP Notice—was explicitly addressed to **"Timothy Gray, Daniel Jordan."** Using this most recent notice alone, the Tenant's 90-day window to file a petition expired in September 2025. His December 2025 petition is legally time-barred.

Furthermore, the Tenant has funded the Rent Adjustment Program for a decade. **Exhibit A** includes a February 21, 2024 letter directly from Management to Daniel Jordan explaining the City of Oakland RAP fee. His Tenant Ledger confirms he routinely paid his 50% share of this fee. His claim of ignorance regarding the RAP is a complete fabrication.

3. THE GARAGE IS A SEPARATE COMMERCIAL RENTAL (See Exhibit D) The Tenant is attempting to use the RAP to settle a personal dispute with a former roommate. In his own submitted evidence (the text message log from August 18, 2025, attached here as **Exhibit D**), the Tenant explicitly admits that his former roommate, Timothy Gray, is no longer a resident, stating: *"You dont live here your not on the lease her[e]."* In response, Mr. Gray states, *"I already paid Frank [the Owner] for that fucking garage."*

This exchange confirms the reality of the situation, Mr. Gray vacated the residential unit, and the property Owner subsequently rented the garage to Mr. Gray in a separate, commercial transaction. Daniel Jordan has no lease or rights to the garage under current ownership, as confirmed in Management's December 15, 2025 email warning him to remove his trespassing items (**Exhibit D**). Discovering a trespasser and ordering them to remove their property does not legitimize the trespass, nor does it make the space an "ongoing housing service."

CONCLUSION

The Tenant admits the garage was boarded up roughly ten years ago. Documentary evidence proves he was explicitly ordered to remove all stored items in 2016. He was personally served RAP notices naming him directly and paid RAP fees. He has no legal standing to revive a decade-old, time-barred claim simply because he is angry the Owner rented the garage to someone else. We respectfully request that the Board uphold the Administrative Decision and dismiss this appeal with prejudice.

Steve Francois | General Manager
SLPM Property Management, Since 1978
Broker DRE# 02016432
Agent for Owner

Direct: (510) 564.2843 | Steve@slpm.com
Office: (510) 972.2328 | www.slpm.com
Text / SMS: (715) 265.2726
24/7 Emergencies: (800) 344.7743
14895 E14th St, Suite 460, San Leandro, CA 94578
<https://calendly.com/slpm-property-management>

SLPM

Property Management

575 Dutton Avenue, San Leandro, California 94577 Office: 510-569-0722 Fax: 510-569-0923 Email: info@slpm.com

06/13/2025

1dem88*

Timothy Gray, Daniel Jordan and all other occupants
2339 B - 88th Ave
Oakland, CA 94605

Re: Notice of Change of Monthly Rent

Dear Timothy Gray, Daniel Jordan:

Thank you for your continued residency at 2339 B - 88th Ave, 2339B. After reviewing the income and expenses for the property, we find it necessary to increase your rental rate.

You are hereby notified that effective 08/01/2025 your monthly rent, which is payable on or before the normal due date of each month, will be \$828.34 instead of \$821.77, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.
Find enclosed, your City or County Ordinance when applicable.

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on 06/13/2025 on the above-mentioned resident(s) in possession, in the manner indicated below.

☐ **BY DELIVERING** a copy of the Notice to the following resident(s) PERSONALLY: _____

☐ **BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;

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

☐ **BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);

AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property situated

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

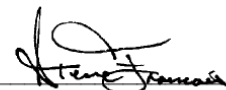
(NOTE: SERVICE BY MAIL IS AVAILABLE FOR NOTICE OF CHANGE OF MONTHLY RENT ONLY.)

Place of Mailing: 575 Dutton Ave, San Leandro, CA 94577 **Date of Mailing:** 06/13/2025

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

Steve Francois

Name of Declarant



Signature of Declarant

000108

EXHIBIT A: Proof of RAP Notice & Fee Payment

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program (“RAP”) that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- **Tenancy Registration Required.** Starting in **2023**, the tenancy data for this unit must be **registered annually with RAP**. The annual deadline to register is **March 1st**. Please note that if your tenancy began after March 1st, the owner will not be required to register until the following year. Failure to register a tenancy with RAP by March 1st will disallow an owner from: 1) filing a rent increase petition, 2) serving a rent increase, and/or 3) answering a tenant petition. Failure to register is also an affirmative defense in most eviction actions even if the owner has “just cause” to evict.
- An owner must petition the RAP for any rent increase that is more than the annual general rent increase (“CPI increase”) or allowed “banked” rent increases. These include, but are not limited to, capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed the maximum increase which changes annually with a 10% cap. You have a right to contest the proposed rent increase by responding to the owner’s petition.
- **Banking:** As of January 2026, banking of rent increases will be limited to five years (instead of the current ten-year expiration term). Also, banking after transfer of property will be prohibited except for transfers through inheritance to certain family members and only if that transferee owns the property for at least a year.
- **Business Tax Certificate:** As of April 15, 2025, owners will be prohibited from issuing a rent increase if the owner is delinquent on business taxes as of April 30th. Owners must provide a copy of their Business Tax Certificate with any rent increase notice as follows:

	CPI only	Banking
Before April 30, 2025	Business Tax Certificate for current year or prior year OR signed payment plan	Business Tax Certificate for current year or prior year
On or after April 30, 2025	Business Tax Certificate for current year OR signed payment plan	Business Tax Certificate for current year

- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition within 180 days of the notice of rent increase. The petition forms are available from the website at [Rent Adjustment Program Petition and Response Forms](#).
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. § 8.22) which limit the grounds for evictions in covered units. It also prohibits no-fault evictions (owner move-in or substantial repairs evictions) for owners who are delinquent on their business taxes. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is timely paid before March 1st of each year, the owner is entitled to get half of the fee from you in the same year the fee is paid. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance (“TPO”) to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600).
- The owner “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.

SLPM

Property Management

575 Dutton Avenue, San Leandro, California 94577 | Office: (510) 569-0722 | Fax: (510) 569-0923 | Email: Steve@slpm.com

02/21/2024

1dem88

Timothy Gray, Daniel Jordan
And all other occupants
2339 B - 88th Ave
Oakland, CA 94605

Dear Timothy Gray, Daniel Jordan,

You will notice a \$50.50 charge on your account. This is NOT a SLPM fee or anything you're being penalized for!

The City of Oakland has a rent adjustment program(RAP) in place that ensures tenant's rents cannot be raised past what the city dictates as fair. The fee to support the program this year is \$101.00 per tenant. The landlord is responsible for paying ½ for each tenant and each tenant is responsible for their own ½.

If you have questions about why the city needs these funds, please feel free to contact them at (510) 238-3721 or check out their online resources at: <https://www.oaklandca.gov/topics/exemptions-from-the-rent-adjustment-program>.

Thank you,

Steve Francois | Rental Department Manager
SLPM Property Management, Since 1978
Steve@slpm.com
(510) 564-2843

000111

EXHIBIT A: Proof of RAP Notice & Fee Payments

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
12/06/2019	Timothy Gray	Payment (Reference #17154)		235.14	21.55
12/08/2019		Late Charges * - Late Fee for Dec 2019	0.26		21.81
01/01/2020		Rent - January 2020	760.87		782.68
01/06/2020	Daniel Jordan	Payment (Reference #4307)		740.00	42.68
01/08/2020		Late Charges * - Late Fee for Jan 2020	1.31		43.99
02/01/2020		Rent - February 2020	760.87		804.86
02/06/2020	Timothy Gray	Payment (Reference #35654)		500.00	304.86
02/06/2020	Timothy Gray	Payment (Reference #35655)		236.00	68.86
02/08/2020		Late Charges * - Late Fee for Feb 2020	2.55		71.41
03/01/2020		Rent - March 2020	760.87		832.28
03/06/2020	Daniel Jordan	Payment (Reference #4313)		750.00	82.28
03/08/2020		Late Charges * - Late Fee for Mar 2020	3.09		85.37
04/01/2020		Rent - April 2020	760.87		846.24
04/06/2020	Timothy Gray	Payment (Reference #93347)		760.87	85.37
04/16/2020		Service Fees/Commissions * - RAP Fees 1/2 As Agreed	34.00		119.37
05/01/2020		Rent - May 2020	760.87		880.24
05/11/2020	Daniel Jordan	Credit Card Payment (Reference #7D12-AD20)		750.00	130.24
06/01/2020		Rent - June 2020	760.87		891.11
06/05/2020	Timothy Gray	Payment (Reference #12878)		760.87	130.24
07/01/2020		Rent - July 2020	760.87		891.11
07/07/2020	Timothy Gray	Payment (Reference #63536)		760.87	130.24
08/01/2020		Rent - August 2020	760.87		891.11
08/06/2020	Daniel Jordan	Payment (Reference #1152)		750.00	141.11
09/01/2020		Rent - September 2020	760.87		901.98
09/08/2020	Timothy Gray	Payment (Reference #615842)		760.87	141.11
10/01/2020		Rent - October 2020	760.87		901.98
10/06/2020	Daniel Jordan	Payment (Reference #1280)		736.00	165.98
11/01/2020		Rent - November 2020	760.87		926.85
11/06/2020	Daniel Jordan	Payment (Reference #770614)		500.00	426.85
11/06/2020	Daniel Jordan	Payment (Reference #770615)		260.87	165.98
12/01/2020		Rent - December 2020	760.87		926.85
12/07/2020	Daniel Jordan	Payment (Reference #1128)		750.00	176.85
01/01/2021		Rent - January 2021	760.87		937.72
01/06/2021	Daniel Jordan	Payment (Reference #874842)		760.87	176.85
02/01/2021		Rent - February 2021	760.87		937.72
02/03/2021	Daniel Jordan	Credit Card Payment (Reference #91A4-D750)		760.00	177.72
03/01/2021		Rent - March 2021	760.87		938.59
03/07/2021	Daniel Jordan	Credit Card Payment (Reference #7479-CB90)		750.00	188.59
03/08/2021	Timothy Gray	Payment (Reference #278000)		760.87	-572.28
04/01/2021		Rent - April 2021	760.87		188.59
04/08/2021		City Taxes - City Taxes - 1/2 RAP Fee 2021	50.50		239.09
05/01/2021		Rent - May 2021	760.87		999.96
05/06/2021	Daniel Jordan	Payment (Reference #009485)		760.87	239.09
05/06/2021	Daniel Jordan	Payment (Reference #017361)		760.00	-520.91
06/01/2021		Rent - June 2021	760.87		239.96
07/01/2021		Rent - July 2021	760.87		1,000.83

000112

Tenant Ledger

Date	Payer	Description	Charges	Payments	Balance
05/08/2023	Daniel Jordan	ACH Payment (Reference #8BA1-66E0)		783.00	311.51
06/01/2023		Rent - June 2023	783.70		1,095.21
06/06/2023	Timothy Gray	Payment (Reference #770754)		783.70	311.51
07/01/2023		Rent - July 2023	783.70		1,095.21
07/08/2023	Daniel Jordan	ACH Payment (Reference #CFEB-6E50)		784.00	311.21
08/01/2023		Rent - August 2023	803.29		1,114.50
08/07/2023	Timothy Gray	Payment (Reference #28721678477)		803.29	311.21
08/08/2023		Late Charges * - Late Fee for Aug 2023	13.04		324.25
09/01/2023		Rent - September 2023	803.29		1,127.54
09/08/2023		Late Charges * - Late Fee for Sep 2023	40.17		1,167.71
09/08/2023	Daniel Jordan	ACH Payment (Reference #9022-DD70)		803.00	364.71
10/01/2023		Rent - October 2023	803.29		1,168.00
10/06/2023	Timothy Gray	Payment (Reference #28928285684)		803.29	364.71
11/01/2023		Rent - November 2023	803.29		1,168.00
11/07/2023		Late Charges * - Late Fee for Nov 2023	40.17		1,208.17
11/10/2023	Daniel Jordan	ACH Payment (Reference #3369-22A0)		810.00	398.17
12/01/2023		Rent - December 2023	803.29		1,201.46
12/07/2023		Late Charges * - Late Fee for Dec 2023	40.17		1,241.63
12/08/2023	Daniel Jordan	ACH Payment (Reference #3E8C-A350)		804.00	437.63
01/01/2024		Rent - January 2024	803.29		1,240.92
01/07/2024		Late Charges * - Late Fee for Jan 2024	24.10		1,265.02
01/11/2024	Daniel Jordan	ACH Payment (Reference #AE9C-7A70)		803.29	461.73
02/01/2024		Rent - February 2024	803.29		1,265.02
02/06/2024	Timothy Gray	Payment (Reference #29076089525)		804.00	461.02
02/20/2024		Service Fees/Commissions * - City of Oakland RAP 1/2 fee as specified	50.50		511.52
03/01/2024		Rent - March 2024	803.29		1,314.81
03/07/2024	Timothy Gray	Payment (Reference #29282555496)		804.00	510.81
04/01/2024		Rent - April 2024	803.29		1,314.10
04/05/2024	Timothy Gray	Payment (Reference #29399579471)		804.00	510.10
05/01/2024		Rent - May 2024	803.29		1,313.39
05/07/2024		Late Charges * - Late Fee for May 2024	24.10		1,337.49
05/09/2024	Daniel Jordan	ACH Payment (Reference #8FAD-3680)		805.00	532.49
06/01/2024		Rent - June 2024	803.29		1,335.78
06/07/2024		Late Charges * - Late Fee for Jun 2024	24.10		1,359.88
06/10/2024	Daniel Jordan	ACH Payment (Reference #6777-3D60)		810.00	549.88
07/01/2024		Rent - July 2024	803.29		1,353.17
07/07/2024		Late Charges * - Late Fee for Jul 2024	24.10		1,377.27
07/09/2024	Timothy Gray	Payment (Reference #28761729761)		837.00	540.27
08/01/2024		Rent - August 2024	821.77		1,362.04
08/07/2024		Late Charges * - Late Fee for Aug 2024	24.66		1,386.70
08/12/2024	Daniel Jordan	ACH Payment (Reference #0AB9-1700)		825.00	561.70
09/01/2024		Rent - September 2024	821.77		1,383.47
09/07/2024		Late Charges * - Late Fee for Sep 2024	24.66		1,408.13
09/10/2024	Daniel Jordan	Payment (Reference #29607251343)		847.00	561.13
10/01/2024		Rent - October 2024	821.77		1,382.90
10/07/2024		Late Charges * - Late Fee for Oct 2024	24.66		1,407.56

000113

SLPM

Property Management

575 Dutton Avenue, San Leandro, California 94577 Office: 510-569-0722 ext110 Fax: 510-569-0923 Email: gary@slpm.com

03/02/2016

1dem88

Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

Re: 2335 - 2369 88th Ave
8733 - 8737 Hillside St
Oakland, CA 94605

Dear Timothy Grey,

The new owner of the property has been informed by his insurance company that he must repair the existing carports and garages as they are rotting and in need of structural work.

Effective April 1, 2016 have all vehicles and items stored in any carports garage on the property removed. The owners crews will be starting repairs on all garages and carports that day.

Please see the attached letter from State Farm Insurance.

Best regards,

Gary DeMattei
SLPM
510-569-0722 x 110

Gary DeMattei

From: Frank DeMiguel <fdemiguelplumbing@yahoo.com>
Sent: Monday, February 29, 2016 2:54 PM
To: Gary DeMattei
Subject: Fw: Letter for 88th Ave
Attachments: 88th - Garage Letter.pdf

Dear Gary,

Attached please a letter from the insurance carrier. Please copy this letter to each tenant and give them 30 days notice to remove al vehicles from the garages, pursuant to the letter. Additionally, NO VEHICHLES that are unregistered may remain on the property. Lastly, someone has chopped a car and there is now a boat on premises that has to go, ugh!
Grazi,,
Frank

SLPM

Property Management

575 Dutton Avenue, San Leandro, California 94577 Office: 510-569-0722 ext110 Fax: 510-569-0923 Email: gary@slpm.com

03/02/2016

1dem88

Timothy Grey
2339 B - 88th Ave
Oakland, CA 94605

Re: 2335 - 2369 88th Ave
8733 - 8737 Hillside St
Oakland, CA 94605

Dear Timothy Grey,

The new owner of the property has been informed by his insurance company that he must repair the existing carports and garages as they are rotting and in need of structural work.

Effective April 1, 2016 have all vehicles and items stored in any carports garage on the property removed. The owners crews will be starting repairs on all garages and carports that day.

Please see the attached letter from State Farm Insurance.

Best regards,

Gary DeMattei
SLPM
510-569-0722 x 110

SLPM

Property Management

575 Dutton Avenue, San Leandro, California 94577 | Office: (510) 569-0722 | Fax: (510) 569-0923 | Email: assist1@slpm.com

08/06/2019

1dem88

Timothy Gray, Daniel Jordan
And all other occupants
2339 B - 88th Ave
Oakland, CA 94605

Dear Timothy Gray, Daniel Jordan,

During All Day Tow's recent surveys of the property, it has been brought to our attention that there are vehicles parking in stalls that do not match the vehicles that have been registered with us or they are not being parking in the designated parking areas at all.

As a reminder, any vehicles not parking in a designated parking area, parked in the incorrect stall or not registered with our office are not permitted to be on the property and will be removed at the vehicle owner's expense.

All Day Tow has been instructed to begin towing any violating vehicles starting 08/14/19 during their patrols of the property.

Enclosed with this letter is the current list of vehicles registered with our office, a parking map indicating where each unit is to park as well as a vehicle registration form.

Please review the registration list to ensure you have your current vehicle registered with our office; if not, please fill out and turn in the enclosed vehicle registration form no later than 08/13/19 to ensure your vehicle in in compliance.

We appreciate your cooperation regarding this matter.

Regards,

Steve Francois
Agent for Owner
510-569-0722 x 120
assist1@slpm.com



Steve Francois

From: Steve Francois
Sent: Monday, December 15, 2025 3:21 PM
To: D. Jordan
Subject: RE: Garage #2 – Notice Dated 12/14/2025

@D. Jordan | I am in receipt of your email. There appears to be a significant misunderstanding regarding the status of this unit.

First, your email is contradictory. You state that the garage was "boarded up and taken over" by ownership ten years ago, yet you simultaneously claim to have "continuously stored personal property" inside. To be clear: **under current ownership, you have never had a lease or rights to use this garage.** It was not associated with your tenancy, and any access you may have had prior to ten years ago was evidently a courtesy or verbal agreement with previous ownership that did not persist.

Furthermore, it was noted that you recently acquired a remote without permission during the vendor's cleanout of the unit.

Important: As stated in the notice, we are currently clearing out Garage #2. **If you do, in fact, have items stored inside, they will be treated as debris and disposed of immediately as part of the cleanout process.** If you have personal property in that space, you must remove it immediately to avoid it being discarded.

Since you have not held rights to use this garage under current ownership, no housing service was "removed" from your tenancy, and therefore no rent reduction applies.

You are welcome to consult with the Rent Adjustment Program. However, please be advised that after you receive their guidance and clarify your standing, our offer still stands with the original deadline.

If you wish to rent the garage for \$250.00/month, you must notify us by **January 1, 2026.**

If we do not receive a confirmation of intent to rent by that date, we will proceed with offering the space to the rest of the community.

Thank you!

--

Respectfully,

Steve Francois | General Manager
SLPM Property Management, Since 1978
Broker DRE# 02016432
Agent for Owner

(510) 564.2843 | Steve@slpm.com | www.slpm.com

SLPM Text / SMS: (715) 265.2726

24/7 Maintenance Emergencies: (800) 344.7743

[575 Dutton Ave, San Leandro, CA 94577](https://www.slpm.com/575-Dutton-Ave-San-Leandro-CA-94577)

<https://calendly.com/slpm-property-management>

This message is confidential. It may also be privileged or otherwise protected by work product immunity or other legal rules. If you have received it by mistake, please let us know by e-mail reply and delete it from your system; you may not copy this message or disclose its contents to anyone.

From: D. Jordan <danieljordan1992@gmail.com>
Sent: Sunday, December 14, 2025 8:14 PM
To: Steve Francois <Steve@slpm.com>
Subject: Garage #2 – Notice Dated 12/14/2025

Hello Steve,

I am in receipt of the notice dated December 14, 2025 regarding Garage #2.

For clarity, Garage #2 was associated with my tenancy for many years prior to the current ownership. I parked my vehicle and stored my personal property in the garage continuously until the property changed ownership approximately ten years ago, at which point I was required to stop parking there and the garage was boarded up and taken over by the owners for their own use. I have also continuously stored personal property in the garage since I moved into the unit approximately 22 years ago, and that property has remained stored there throughout this time.

During the prior ownership, my use of the garage for parking and long-term storage was permitted and not subject to a separate charge. When my garage use was removed under the current ownership, this occurred without a rent reduction or Rent Adjustment Program approval.

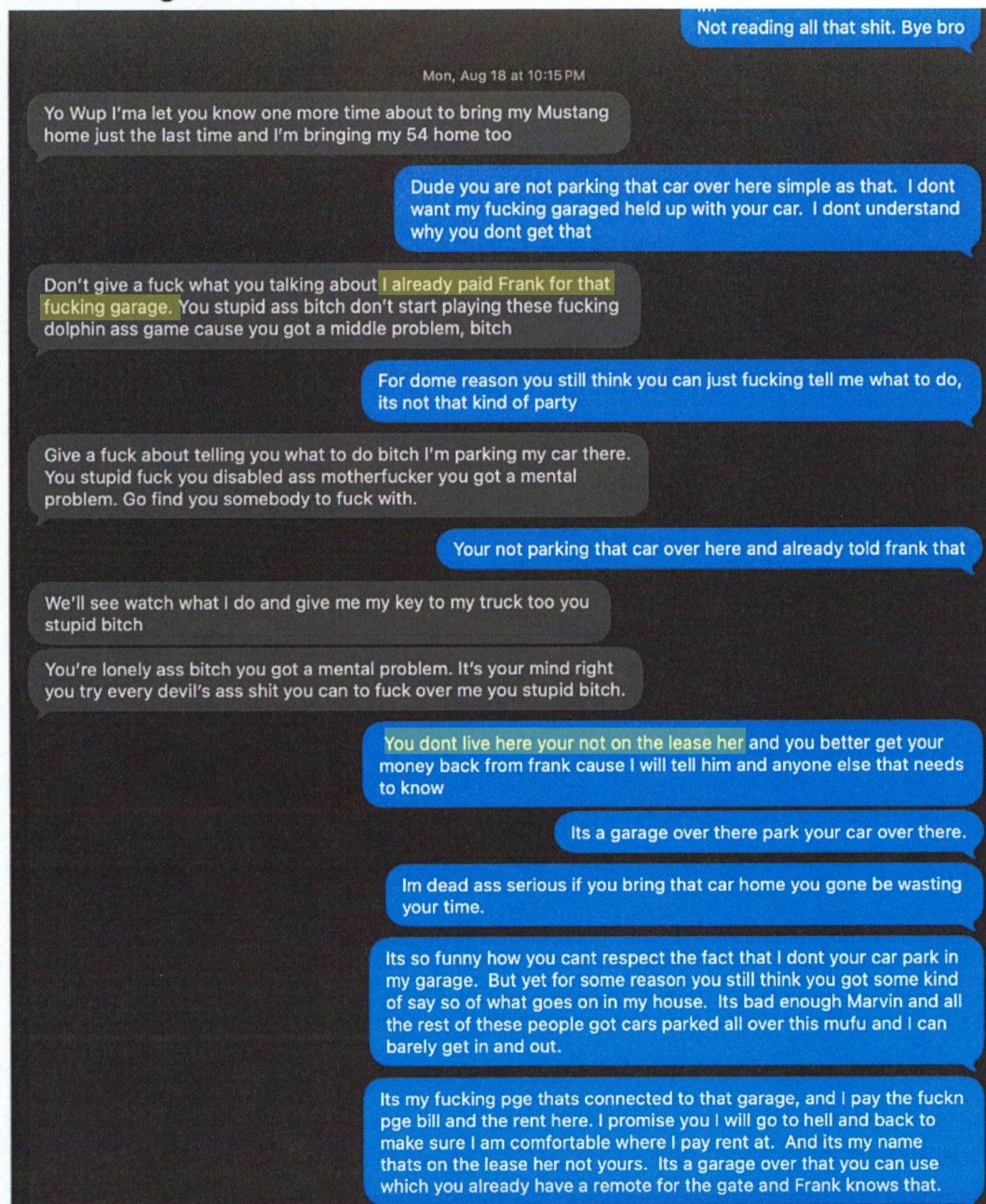
Given the long-standing history of Garage #2 as a housing service associated with my tenancy and subject to local rent control protections, I am currently seeking guidance through the Rent Adjustment Program before responding further.

I will follow up once I have received that guidance.

Best Regards,

D. Jordan
2339B 88th Ave
Oakland CA, 94605
Mobile: 510-875-8701

Text Message Screenshot





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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a 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: Exhibit F – Supplemental Evidence (Text Message, August 18, 2025) (insert name of document served) and

☒ And Additional Documents

(write number of attached pages) 3 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. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- ☒ b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- ☐ c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

PERSON(S) SERVED:

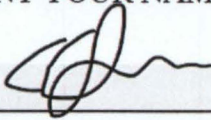
Name	Steve Francois, Agent for Owner SLPM Property Management
Address	14895 E 14th Street, Suite 460
City, State, Zip	San Leandro, CA 94578
Email Address	steve@slpm.com

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 2 / 13 /26 (insert date served).

Daniel Jordan

PRINT YOUR NAME



SIGNATURE

2/13/2026

DATE

SUPPLEMENTAL EXHIBIT F

Case No.: T25-0207

Tenant: Daniel Jordan

Address: 2339B 88th Ave, Oakland, CA 94605

This supplemental filing includes Exhibit F, consisting of text message evidence dated August 18, 2025, 10:15 PM.

This exhibit is submitted to clarify the timeline surrounding the landlord's subsequent written demand dated December 2025 requiring payment of \$250 per month for use of the garage.

Exhibit F is provided to assist the Appeals Board in evaluating:

- Whether the garage was treated as an active, disputed space in 2025
- Whether the landlord had knowledge of ongoing use
- Whether the \$250 demand arose in connection with that dispute

Dated: 2/12/2026

Daniel Jordan

A handwritten signature in black ink, appearing to be 'Daniel Jordan', with a stylized, cursive script.

EXHIBIT F

Text Message Evidence – Garage Payment and Attempted Reassignment

Case No.: T25-0207

Tenant: Daniel Jordan

Address: 2339B 88th Ave, Oakland, CA 94605

Description of Exhibit:

This exhibit consists of a true and correct screenshot of a text message exchange dated August 18, 2025 at 10:15 PM between Daniel Jordan (messages shown in blue) and Timothy Gray (messages shown in gray).

In the exchange, Timothy Gray states that he paid Frank (property owner) for use of the garage and asserts that Tenant is preventing him from accessing it.

Relevance:

This communication occurred prior to the landlord's written demand dated December 2025 requiring Tenant to pay \$250 per month for use of the same garage space.

This exhibit is submitted for the following limited purposes:

1. To establish that the garage was actively being discussed and treated as an assignable space in 2025.
2. To demonstrate that a third party was attempting to obtain possession of the garage while Tenant continued using it.
3. To show that the \$250 payment demand arose in the context of an ongoing dispute.
4. To contradict the characterization that the garage had been permanently removed from Tenant's housing services approximately ten years earlier.

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

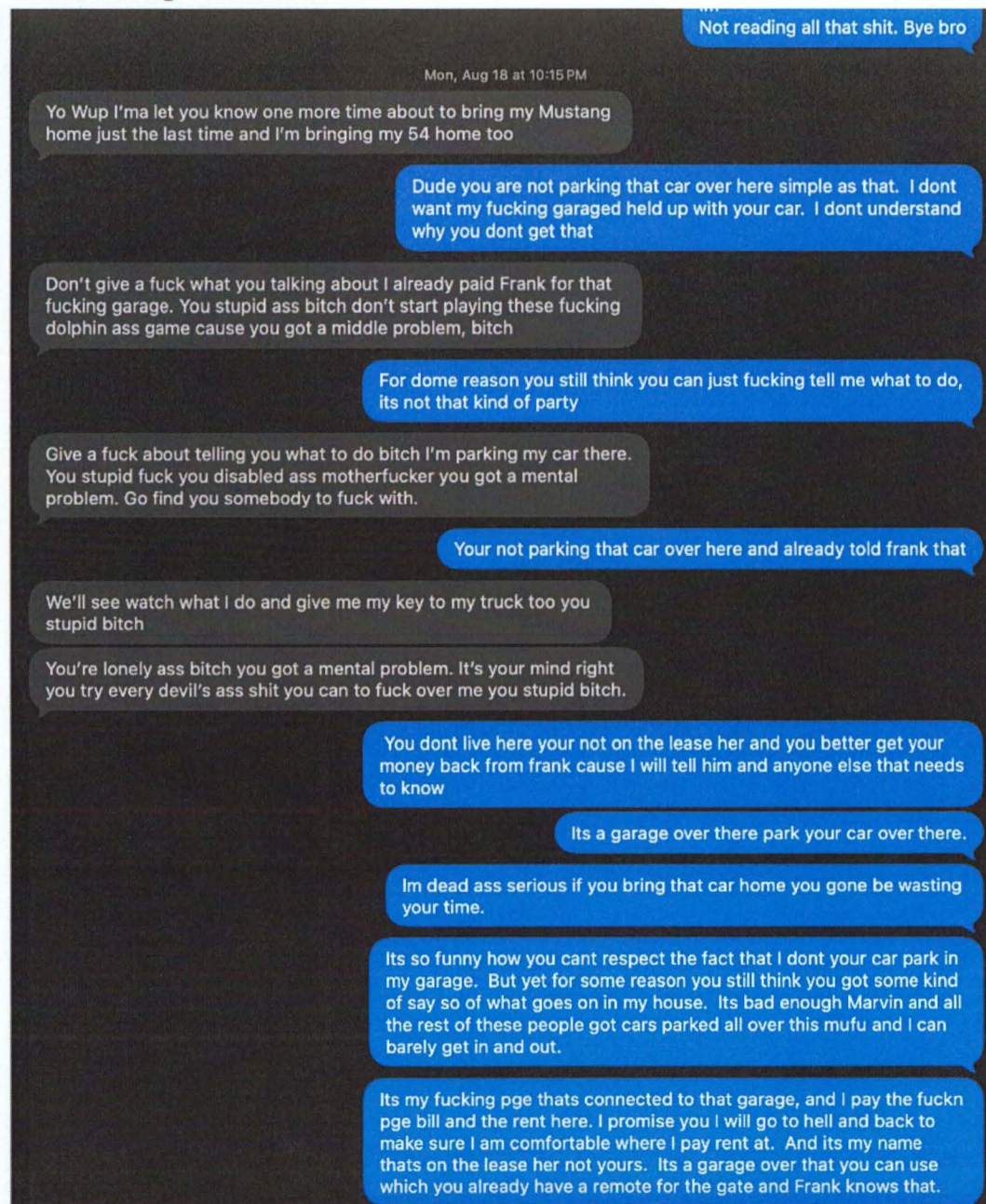
Dated: 2/12/2026

Daniel Jordan



000125

Text Message Screenshot





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

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

NOTICE OF APPEAL HEARING

Case Number: T25-0207
Case Title: Jordan v. SLPM Property Management
Property Address: 2339 88th Ave Oakland, CA 94605

THE HEARING ON THIS APPEAL WILL BE HELD:

Date: February 26, 2026
Time: 6:00 p.m. or as soon thereafter as the matter may be heard.
Place: Hearing Room 1, City Hall, One Frank H. Ogawa Plaza, Oakland, CA 94612

Important Information

The Staff decision (Administrative or Hearing Decision) is suspended until a final decision is issued by the appeal body (Rent Board, appeal panel, or appeal officer). The decision of the appeal body is the final decision in the administrative process of the City of Oakland. There is no appeal of the appeal body to the City Council.

You may appear in person or remotely via Zoom. If you do not appear, the Board may decide the appeal on the record pursuant to Regulation 8.22.120.I.

A request for a change in the date or time of the appeal hearing must be made in writing. A form for requesting a postponement is available from the Rent Adjustment Program. A continuance will be granted only for good cause. See Regulation 8.22.120.C. A second request for continuance will be granted only under exceptional circumstances. If the appealing party does not appear at the appeal hearing and no continuance was granted before the meeting, the appeal body may decide the appeal on the record, i.e. papers already submitted.

The Board will not hear oral testimony at the appeal hearing. Each party will have a total of 6 minutes to present argument in favor of or in opposition to the appeal. This time includes opening argument and any rebuttal or response to the other party. However, the appeal body may increase or reduce the time, and/or specifically divide the time, such as 3 minutes each for opening argument and rebuttal. The appealing party presents their argument first. Any party may be assisted by an attorney or any other person designated by the party. You will be notified of the appeal body's action on the appeal.

Appeal hearings are public. The Rent Adjustment Program makes an audio recording of the appeal hearings. Any party may also bring a court reporter to record the proceedings at their own expense.

Accessibility

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

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

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

Service Animals/Emotional Support Animals

The City of Oakland's Rent Adjustment Program is committed to providing full access to qualified persons with disabilities who use service animals or emotional support animals.

If your service animal lacks visual evidence that it is a service animal (presence of an apparel item, apparatus, etc.), then please be prepared to reasonably establish that the animal does, in fact, perform a function or task that you cannot otherwise perform.

If you will be accompanied by an emotional support animal, then you must provide documentation on letterhead from a licensed mental health professional, not more than one year old, stating that you have a mental health-related disability, that having the animal accompany you is necessary to your mental health or treatment, and that you are under his or her professional care.

Service animals and emotional support animals must be trained to behave properly in public. An animal that behaves in an unreasonably disruptive or aggressive manner (barks, growls, bites, jumps, urinates, or defecates, etc.) will be removed.

PROOF OF SERVICE

Case Number: T25-0207

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

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

Documents Included

Notice of Appeal Hearing

Manager (Owner)

Steve Francois with SLPM Property Management
575 Dutton Ave
San Leandro, CA 94577

Owner

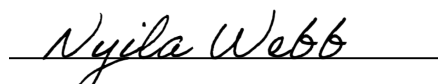
Frank DeMiguel
PO Box 3725
San Leandro, CA 94578

Tenant

Daniel Jordan
2339b 88th Ave
Oakland, CA 94605

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 **February 10, 2026** in Oakland, CA.


Nyila Webb

Oakland Rent Adjustment Program