

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

**September 24, 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: **September 24, 2026 06:00 PM Pacific Time (US and Canada)**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82768587595>

**Meeting ID:** 827 6858 7595

**One tap mobile:** +16699009128,,82768587595# US

(San Jose)

+16694449171,,82768587595# 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, +1 689 278 1000 US, +1

301 715 8592 US (Washington DC), +1 305 224

1968 US, +1 309 205 3325 US, +1 312 626 6799 US

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**Webinar ID:** 827 6858 7595

Find your local number: <https://us02web.zoom.us/j/82768587595>

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

**PARTICIPATION/COMMENT:**

To participate/comment during the meeting, you may appear in person or remotely via Zoom.

Comments on all agenda items will be taken during public comment at the beginning of the meeting. Comments for items not on the agenda will be taken during open forum towards the end of the meeting.

If you have any questions, please email [hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)

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

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

### **2. ROLL CALL**

### **3. PUBLIC COMMENT**

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

### **4. CONSENT ITEMS**

- a. Approval of Board Minutes, 09/10/2026 (pp. 3-6)

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

- a. T25-0199 Nery v. Ekwoke (pp.7-474 )

### **6. CAPTIAL IMPROVEMENTS & DECREASED HOUSING SERVICES TRAINING**

- a. Led by City Attorney (pp. 475-492)

### **7. INFORMATION AND ANNOUNCEMENTS**

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

### **9. OPEN FORUM**

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

### **10. ADJOURNMENT**

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

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

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



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

**September 10, 2026**

**6:00 P.M.**

**CITY HALL, HEARING ROOM # 2  
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 6:12 pm.

**2. ROLL CALL**

| <b>MEMBER</b>     | <b>STATUS</b> | <b>PRESENT</b> | <b>ABSENT</b> | <b>EXCUSED</b> |
|-------------------|---------------|----------------|---------------|----------------|
| D. INGRAM         | Tenant        | X              |               |                |
| C. MUNOZ<br>RAMOS | Tenant        | X              |               |                |
| D. WILLIAMS       | Tenant Alt.   |                |               | X              |
| M. GOOLSBY        | Tenant Alt.   |                |               | X              |
| M. CUCULLU LIM    | Undesignated  | X              |               |                |
| K.<br>BRODFUEHRER | Landlord      | X              |               |                |
| C. JACKSON        | Landlord      | X              |               |                |
| Vacant            | Landlord Alt. |                |               |                |

**Staff Present**

Kent Qian  
Jodi- Kaye Haber  
Nyila Webb  
Maya Crooms

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

### 3. PUBLIC COMMENT

- a. No request submitted.

### 4. CONSENT ITEMS

- a. Approval of Board Minutes, 08/13/2026

**Member Ingram made a motion to approve the minutes from August 13, 2026.  
Member Jackson seconded.**

The Board votes as follows:

|                 |                                                       |
|-----------------|-------------------------------------------------------|
| <b>Aye:</b>     | C. Jackson, K. Brodfuehrer, D. Ingram, C. Munoz Ramos |
| <b>Nay:</b>     | None                                                  |
| <b>Abstain:</b> | Chair Cucullu Lim                                     |

**The Minutes are approved.**

### 5. APPEALS\*

- a. L25-0067 Mariposa Evergreen, SPE LLC v. Tenants (pp. )

#### **Appearances at appeal: Tenant Appeal**

|                |                                                                                                                                                                                             |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Owner:</b>  | Lisa Torres, Representative for Mariposa Evergreen, SPE LLC<br>Pete Lilly, Representative for Mariposa Evergreen, SPE LLC<br>Janet Salinas , Representative for Mariposa Evergreen, SPE LLC |
| <b>Tenant:</b> | John Cavers, Tenant/ Representative for Tenants<br>Kyle Morris, Tenant<br>Esper Chao, Tenant                                                                                                |

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 find that Regulation 8.22.120.H.1 permits the Board to decide the unresolved good-cause request and find good cause to accept the Unit 111 appeal.**

**Member Jackson seconded.**

The Board voted as follows:

|                 |                                                                          |
|-----------------|--------------------------------------------------------------------------|
| <b>Aye:</b>     | Chair Cucullu Lim, C. Jackson, K. Brodfuehrer, D. Ingram, C. Munoz Ramos |
| <b>Nay:</b>     | None                                                                     |
| <b>Abstain:</b> | None                                                                     |

**The motion is approved.**

**Member Brodfuehrer made a motion to grant both tenant appeals in part, deny them in part, and remand the case on the existing record. Direct the Hearing Officer to issue a corrected decision, applying any correction to common costs to all affected units, as follows:**

- 1. Remand the fire-code and safety costs under Regulation 8.22.070.C.1.a(2)(4)(a), including whether each cost corrected a qualifying preexisting condition and whether the Owner failed to act within a reasonable time after notice or knowledge.**
- 2. Remand the exterior carpentry, stucco, and painting costs under the deferred-maintenance rule. Apply the burden shift and separate eligible from excluded costs as required by *Udinsky v. Tenants*, L17-0233/L17-0236.**
- 3. Remand the sliding-door costs to determine which units benefited and allocate those costs accordingly.**
- 4. Remand the allowed exterior-stair and common-area painting costs for findings on whether the challenged work was completed and what evidence supports that finding.**
- 5. Otherwise deny the appeals.**

**Member Munoz Ramos seconded the motion.**

The Board voted as follows:

|                 |                                                                          |
|-----------------|--------------------------------------------------------------------------|
| <b>Aye:</b>     | Chair Cucullu Lim, C. Jackson, K. Brodfuehrer, D. Ingram, C. Munoz Ramos |
| <b>Nay:</b>     | None                                                                     |
| <b>Abstain:</b> | None                                                                     |

**The motion is approved.**

## **6. HCD's ORAL REPORT ON THE STATUS OF THE RAP RACE & EQUITY IMPACT ANALYSIS**

- a. RAP staff presented REIA report.

## **7. BOARD RECESS SCHEDULING**

- a. The Board will discuss and vote on 2026 recess (vote must happen 2 months before recess)

**Member Ingram made a motion to move board recess to December.**

**Member Brodfuhrer seconded.**

The Board voted as follows:

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

**The motion is approved.**

**7. NOTICE OF APPEAL HEARING DOCUMENT REVIEW**

- a. The Board will review the wording on the notice and determine if any updated language is needed. (pp. )

**8. INFORMATION AND ANNOUNCEMENTS**

- a. Chair just reiterating the gap between African American and underserved communities and the resources RAP provides.

**9. SCHEDULING AND REPORTS**

**10. OPEN FORUM**

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

**11. ADJOURNMENT**

- a. 9:16

## CHRONOLOGICAL CASE REPORT

Case No.: T25-0199  
Case Name: Nery v. Ekwoge  
Property Address: 812 MacArthur Blvd. Oakland, CA 94610  
Parties: Owner - Henry Ekwoge  
Tenant - Ernesto Nery

### TENANT APPEAL:

| <u>Activity</u>                  | <u>Date</u>       |
|----------------------------------|-------------------|
| Tenant Petition & Exhibits filed | December 2, 2025  |
| Owner Response & Exhibits filed  | January 27, 2026  |
| Hearing Date                     | February 25, 2026 |
| Tenant Exhibits filed            | February 25, 2026 |
| Tenant Appeal Submitted          | February 26, 2026 |
| Administrative Appeal Dismissal  | March 10, 2026    |
| Order                            | March 12, 2026    |
| Evidence Submission              | April 2, 2026     |
| Order                            | May 12, 2026      |
| Order                            | July 27, 2026     |
| Order                            | July 28, 2026     |
| Evidence Submissions from Tenant | July 30, 2026     |
| Evidence Submissions from Owner  | August 4, 2026    |
| Administrative Decision          | August 19, 2026   |
| Tenant Appeal Submitted          | September 2, 2026 |

000007



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

T25-0199 LM/RC  
TENANT PETITION

**RECEIVED**

DEC. -2 2025

RENT ADJUSTMENT PROGRAM  
**OAKLAND**

**Property Address:** 812 MACARTHUR BLVD  
**Case:** Petition: 18257  
**Date Filed:** 12-02-2025

| Party   | Name         | Address                                          | Mailing Address                                     |
|---------|--------------|--------------------------------------------------|-----------------------------------------------------|
| Owner   | Henry Ekwoge | 812 MacArthur Blvd<br>Oakland, CA 94610          | 812 MacArthur Blvd (510) 290-3397<br>Oakland, 94610 |
| Manager | Henry Ekwoge | 812 Macarthur Blvd<br>Oakland, CA 94610          | 812 Macarthur Blvd (510) 290-3397<br>Oakland, 94610 |
| Tenant  | Ernesto Nery | 812 MacArthur Blvd<br>Apt B<br>Oakland, CA 94610 | (951) 732-4150<br>ernestonery1@gmail.com            |

**Number of units on the property** 2-4 Units (Duplex, Triplex, or 4 Unit Building)

**Type of unit you rent** House

**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.)**

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**TENANT PETITION**

**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:**

I received a rent increase that I believe is unlawful because I was not given proper notice, was not properly served, and/or was not provided with the required RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program").

I am being unlawfully charged for utilities

The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).

Before serving the rent increase notice, the property owner failed to substantially comply with the annual registration and reporting obligations as required under Oakland Municipal Code, Section 8.22.510.



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

**TENANT PETITION**

**Rental History**

|                                                                                                                                                            |                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>Date you moved into the Unit</b>                                                                                                                        | 6/30/2023                                 |
| <b>Initial Rent</b>                                                                                                                                        | \$ 4,300.00 /month                        |
| <b>Current Rent</b>                                                                                                                                        | \$ 4,300.00 /month                        |
| <b>Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?</b>                                                          | No                                        |
| <b>When, if ever, did the property owner first provide you the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ('RAP Notice')?</b> | I was never provided with the RAP Notice. |
| <b>List the case numbers of any relevant prior Rent Adjustment case(s):</b>                                                                                |                                           |

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**TENANT PETITION**

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

|                                                                           |             |
|---------------------------------------------------------------------------|-------------|
| <b>Date you received the notice</b>                                       | 06-30-2023  |
| <b>Date increase goes into effect</b>                                     | 01-01-1900  |
| <b>Monthly rent increase From</b>                                         | \$ 0.00     |
| <b>Monthly rent increase To</b>                                           | \$ 4,300.00 |
| <b>Did You Receive a Rent Program Notice With the Notice Of Increase?</b> | No          |

*\* 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** 06-30-2023

**Date Owner Was Notified of Loss**

**Estimated Loss** 300

#### **Reduced Service Description**

Several housing services that were originally included in the rent have been reduced or removed without proper notice or any adjustment to the rent amount:

Internet service was originally provided when I moved in, but was discontinued without explanation. I now pay for my own internet separately, despite it being part of the original agreement.

The central heating is unreliable, and the unit remains extremely cold during winter. When I used the heater, the landlord demanded extra payments of \$300 or more for utility bills, despite utilities being included in rent.

The landlord has repeatedly monitored and gone through my personal trash, accusing me of producing too much garbage or not sorting recyclables, creating a hostile living environment.

These changes and behaviors have negatively impacted my comfort, privacy, and access to services I was previously provided. No rent reduction or proper notification was given in connection with these issues.



**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.**

No

**Interpretation Services**

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

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

No



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.***

***ernesto nery***

**12/2/2025**

**Signature**

**Date**



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

## NOTICE TO PROPERTY OWNER OF TENANT PETITION

### **ATTENTION: IMPORTANT INFORMATION BELOW**

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

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

#### **TO RESPOND:**

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

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

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

#### **DOCUMENT REVIEW:**

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

#### **FOR ASSISTANCE:**

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

**000015**



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

## PROOF OF SERVICE

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

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- 2) NOTE: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
- 3) Provide a complete but unsigned copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) File your completed and signed copy of this PROOF OF SERVICE form with RAP together with your Petition.

Your Petition will not be considered complete until this form has been filed indicating that service has occurred.



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

## PROOF OF SERVICE

On the following date: 12 / 04 / 25 I served a copy of (check all that apply):

- ☒ **TENANT PETITION plus 51 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.

000017



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

## PROOF OF SERVICE

### PERSON(S) SERVED:

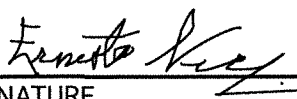
|                  |                    |
|------------------|--------------------|
| Name             | Henry Ekwoge       |
| Address          | 812 MacArthur Blvd |
| City, State, Zip | Oakland, CA 94610  |

|                  |  |
|------------------|--|
| 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.

Ernesto Nery Jr  
PRINTED NAME

  
SIGNATURE

12/04/2025  
DATE SIGNED

000018





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

**Petition: 18257**  
**Filed: 12-02-2025**  
**Address: 812 MACARTHUR BLVD**

| Party   | Name         | Address                                          | Mailing Address                      |                                          |
|---------|--------------|--------------------------------------------------|--------------------------------------|------------------------------------------|
| Owner   | Henry Ekwoqe | 812 MacArthur Blvd<br>Oakland, CA 94610          | 812 MacArthur Blvd<br>Oakland, 94610 | (510) 290-3397                           |
| Manager | Henry Ekwoqe | 812 Macarthur Blvd<br>Oakland, CA 94610          | 812 Macarthur Blvd<br>Oakland, 94610 | (510) 290-3397                           |
| Tenant  | Ernesto Nery | 812 MacArthur Blvd<br>Apt B<br>Oakland, CA 94610 |                                      | (951) 732-4150<br>ernestonery1@gmail.com |

**Number of units on the property**

2-4 Units (Duplex, Triplex, or 4  
Unit Building)

**Type of unit you rent**

House

**Is your rent subsidized or controlled by any government agency  
(such as HUD or Section 8), other than the Oakland Rent  
Adjustment Program? (Note: If your rent is controlled or  
subsidized by any other governmental agency, the Oakland Rent  
Adjustment Program may not have jurisdiction over your claim.)**

No

**Please see the Jurisdiction notice on page 1 of this form.**

**000019**



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

### 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:

(A2) I received a rent increase that I believe is unlawful because I was not given proper notice, was not properly served, and/or was not provided with the required RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program").

(B2) I am being unlawfully charged for utilities

(C3) The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).

(A4) Before serving the rent increase notice, the property owner failed to substantially comply with the annual registration and reporting obligations as required under Oakland Municipal Code, Section 8.22.510.



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

### Rental History

|                                                                                                                                                     |                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Date you moved into the Unit                                                                                                                        | 6/30/2023                                 |
| Initial Rent                                                                                                                                        | \$ 4,300.00 /month                        |
| Current Rent                                                                                                                                        | \$ 4,300.00 /month                        |
| 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. |
| List the case numbers of any relevant prior Rent Adjustment case(s):                                                                                |                                           |

List all rent increases that you want to challenge.

| Date you received the notice | Date increase goes into effect | Monthly rent increase From | Monthly rent increase To | Did You Receive a Rent Program Notice With the Notice Of Increase? |
|------------------------------|--------------------------------|----------------------------|--------------------------|--------------------------------------------------------------------|
| 06-30-2023                   |                                | \$ 0.00                    | \$ 4,300.00              | No                                                                 |

\* 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)



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

**Petition: 18257**  
**Filed: 12-02-2025**  
**Address: 812 MACARTHUR BLVD**

**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**

---

|                                        |            |
|----------------------------------------|------------|
| <b>Date Loss Began</b>                 | 06-30-2023 |
| <b>Date Owner Was Notified of Loss</b> |            |
| <b>Estimated Loss</b>                  | 300        |



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

### Reduced Service Description

Petition: 18257

Filed: 12-02-2025

Address: 812 MACARTHUR BLVD

Several housing services that were originally included in the rent have been reduced or removed without proper notice or any adjustment to the rent amount:

Internet service was originally provided when I moved in, but was discontinued without explanation. I now pay for my own internet separately, despite it being part of the original agreement.

The central heating is unreliable, and the unit remains extremely cold during winter. When I used the heater, the landlord demanded extra payments of \$300 or more for utility bills, despite utilities being included in rent.

The landlord has repeatedly monitored and gone through my personal trash, accusing me of producing too much garbage or not sorting recyclables, creating a hostile living environment.

These changes and behaviors have negatively impacted my comfort, privacy, and access to services I was previously provided. No rent reduction or proper notification was given in connection with these issues.

000023



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

**Petition: 18257**

**Filed: 12-02-2025**

**Address: 812 MACARTHUR BLVD**

**Date Problem or Service was fixed, if ever**

**01-30-2024**

**000024**



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

**Petition: 18257**  
**Filed: 12-02-2025**  
**Address: 812 MACARTHUR BLVD**

### **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



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

**Petition: 18257**  
**Filed: 12-02-2025**  
**Address: 812 MACARTHUR BLVD**

### **Consent to Electronic Service**

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

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

### **Interpretation Services**

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**





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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

***[AFFIX THIS PAGE TO FRONT OF PETITION WHEN SERVING PROPERTY OWNER]***

**TENANT PETITION – FORMAL SUBMISSION PACKET**  
**RENT OVERCHARGE & NONREGISTRATION COMPLAINT**

Prepared by: Ernesto Nery Jr.  
Rental Address: 812 MacArthur Blvd, Oakland, CA 94610  
Landlord: Henry Ekwoge  
Petition Number: 18257  
Date: December 4, 2025

## **I. EXHIBITS**

Exhibit A – Narrative Addendum

Exhibit B – Rent Overcharge Summary

Exhibit C – Declaration of Financial Hardship

Signed 11/17/25 confirming job loss, sister's assistance, and attempted payment plan

Exhibit 1 – Text Message Log (May 31, 2025 – Nov 4, 2025)

Full compiled communication thread demonstrating rent negotiations, landlord refusals, and tenant good faith efforts.

Exhibit 2 – Email from RAP Project Manager (Nov 17, 2025)

Official notice confirming the property is unregistered and landlord is noncompliant.

Exhibit 3 – Tenant's Formal Email Complaint to RAP (Nov 16, 2025)

Filed complaint documenting unregistered unit, excessive rent, and retaliatory conduct.

Exhibit 4 – RAP Portal Search Evidence

Screenshots confirming no registration record for the unit.

Exhibit 5 – Payment Evidence (PayPal, Zelle, etc.)

Exhibit 6 – 2024 Oakland Rent Limits Table

Demonstrates legal rent limits and amount of overcharge.

Exhibit 7 – 2024 Oakland Income Limits Table

Shows tenant eligibility for protections based on income.

Exhibit 8 – City of Oakland Rent Limits – Context for Unlawful Initial Rent

Exhibit 9 – Summary of Housing Service Reductions

Loss included internet, heating limitations, and harassment regarding trash.

Exhibit 10– RAP Petition Form with Narrative Addendum

Tenant explanation submitted alongside petition and Proof of Service

**EXHIBIT A**  
**NARRATIVE ADDENDUM**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge

## **EXHIBIT A — NARRATIVE ADDENDUM**

### **1. Introduction and Move-In Background**

I began renting the unit at 812 MacArthur Blvd, Apt B, in June 2023. At move-in, the landlord, Henry Ekwoke, represented the rental as a fully functional unit with all utilities included. No RAP Notice, tenant rights information, or registration disclosure was provided. I later learned the property had never been registered with the Oakland Rent Adjustment Program (RAP).

Despite this, I consistently paid \$4,300 per month.

### **2. Initial Rent and Terms**

The initial rent of \$4,300 was set without any formal documentation, without registration, and without legally required disclosures. RAP later confirmed that the property is non-compliant and has never been registered.

Because the unit was unregistered, the rent was not established under any lawful framework required by the Rent Adjustment Ordinance.

### **3. Lack of RAP Registration and Required Notices**

Henry's failure to register the unit violated O.M.C. 8.22.510.

Due to non-registration, the landlord is legally prohibited from:

- Issuing rent increases
- Responding to petitions
- Filing petitions
- Initiating eviction actions

RAP confirmed that non-registration is an affirmative defense in most eviction cases, including nonpayment.

### **4. Decreased Housing Services**

#### **A. Internet Service Discontinued**

Internet was originally included. The landlord later discontinued the service without notice or rent reduction, forcing me to pay out of pocket.

#### **B. Restricted Access to Heat / Utility Demands**

The unit gets extremely cold. When I used the central heat, the landlord complained and demanded additional payments of \$300 or more. This discouraged me from using necessary heating and affected habitability.

#### **C. Improper Utility Charges**

Despite utilities being included, Henry attempted to bill me separately for PG&E usage. There was no agreement or legal basis for these charges.

#### **D. Trash Interference**

The landlord repeatedly inspected and rummaged through my trash, accused me of improper recycling, and created a hostile environment. This interfered with my peaceful use of the rental.

### **5. Financial Hardship and Impact**

I was laid off in June 2023 and have experienced financial hardship since then. Despite that, I continued to pay the full \$4,300 rent with assistance from my sister.

The unlawful rent amount and unexpected utility demands caused financial strain and housing instability.

### **6. Landlord Pressure / Attempted Eviction**

Despite being unregistered and prohibited from eviction actions, the landlord attempted to pressure me to vacate and made statements that felt retaliatory.

Because the property is unregistered, he cannot legally evict, pursue rent increases, or enforce rent demands.

### **7. Requested Remedies**

I respectfully request that RAP:

1. Determine that the initial rent was unlawful due to non-registration.
2. Adjust the rent to a lawful amount.
3. Order restitution for rent overpayments.

4. Reduce rent due to decreased housing services.

5. Recognize my financial hardship.

6. Provide any additional relief allowed under the Rent Adjustment Ordinance.

I have attached all supporting documentation, including RAP confirmation of non-registration, payment history, communications with the landlord, and evidence of reduced services.

**EXHIBIT B**  
**RENT OVERCHARGE SUMMARY**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge



## EXHIBIT B — RENT OVERCHARGE SUMMARY

### 1. Unlawful Initial Rent Due to Lack of Registration

The initial rent of **\$4,300 per month** was established while the property was not registered with the Oakland Rent Adjustment Program (RAP). RAP has confirmed in writing that the property has **never** been registered and is currently **non-compliant** with the Rent Adjustment Ordinance.

Because O.M.C. 8.22.510 requires that all covered rental units be registered before rent can be established or increased, the rent was set outside of any lawful framework and is therefore subject to correction by RAP.

### 2. Comparison to City of Oakland Rent Limits

Although my unit is not an officially restricted affordable housing unit, the City's 2024 published rent limits illustrate what Oakland considers reasonable rents.

Typical maximum regulated rents:

- Studio: \$1,000–\$1,800
- 1 Bedroom: \$1,200–\$2,200
- 2 Bedroom: \$1,500–\$2,800
- 3 Bedroom: \$1,800–\$3,300

The \$4,300 monthly rent I was charged is **\$1,000–\$2,500 higher** than even the highest rent limits published by the City for similarly sized units.

This demonstrates that the rent was **excessive and inconsistent** with any recognized standard.

### 3. Missing RAP Notice and Required Disclosures

At move-in, I did not receive any of the documents required by the Rent Adjustment Ordinance, including:

- RAP Notice
- Required tenant rights disclosures
- Registration information
- Explanation of the lawful rent amount

The absence of these documents further supports that the rent was not set legally.

### 4. Rent Overpayment Summary

I paid **\$4,300 per month** throughout the tenancy.

Because the property was not registered and the rent was unlawfully established, all amounts over the lawful rent (to be determined by RAP during review) qualify as **overpayments subject to refund**.

These overpayments, combined with improper additional payment demands, created ongoing financial hardship.

## **5. Requested Remedies**

I respectfully request that RAP:

1. Determine that the initial rent was unlawful.
2. Establish a lawful rent amount for the unit.
3. Order a **refund of rent overpayments** consistent with the Rent Adjustment Ordinance.
4. Apply any additional remedies authorized under O.M.C. 8.22 for non-registration and overcharge violations.

**EXHIBIT C**

**SUMMARY OF DECREASED HOUSING SERVICES**

**Tenant:** Ernesto Jr. Escobar Nery

**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610

**Owner:** Henry Ekwoge

## EXHIBIT C — SUMMARY OF DECREASED HOUSING SERVICES

### 1. Internet Service Discontinued

At the beginning of the tenancy, internet service was included in the rent and provided directly by the landlord. Later, the landlord discontinued the service without notice, explanation, or rent reduction. I was forced to obtain my own internet service at my own cost.

This constitutes a **material reduction in housing services**.

### 2. Restricted Access to Heat / Utility Payment Demands

The unit becomes extremely cold without heat. Whenever I used the central heater, the landlord claimed the gas and electricity bills were “too high” and demanded additional payments of \$300 or more for specific months.

This effectively restricted my ability to heat the unit safely and reasonably, which is a **habitability concern** and a reduction in essential housing services.

### 3. Improper Utility Charges

Although the rent was represented as inclusive of utilities, the landlord attempted to bill me separately for PG&E usage in certain months. There was no prior agreement allowing this, nor any legal justification for these charges.

This represents both a **decrease in services** and an **additional financial burden** imposed unlawfully.

### 4. Trash Interference and Hostile Conduct

Trash collection is included in the rent. However, the landlord repeatedly complained about the amount of trash, rummaged through my garbage, and accused me of not sorting recyclables properly.

This conduct interfered with my **quiet enjoyment** of the home and created a stressful and hostile environment. Interference with provided services qualifies as a **decreased housing service** under RAP guidelines.

### 5. Loss of Use of Heating Service Due to Retaliatory Demands

Because of the landlord’s complaints and payment demands, I became fearful of using the heater even when the unit was uncomfortably cold. This reduced my ability to safely enjoy a basic, essential housing service.

### 6. Requested Remedy

I respectfully request that RAP:

1. Determine that housing services were decreased during the tenancy.
2. Adjust the lawful rent downward to reflect the period of decreased services.

3. Apply a rent reduction for each service removed or interfered with.
4. Consider these reductions in conjunction with the unlawful initial rent and financial hardship issues already presented.

These reductions are supported by RAP regulations and consistent with tenant protections under the Oakland Rent Adjustment Ordinance.

**EXHIBIT D**  
**DECLARATION OF FINANCIAL HARDSHIP**  
**SIGNED 11/17/25 CONFIRMING JOB LOSS, SISTER'S ASSISTANCE, AND**  
**ATTEMPTED PAYMENT PLAN**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge

# Declaration of Financial Hardship

---

Date: November 17, 2025

To Whom It May Concern,

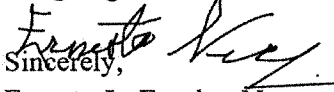
My name is Ernesto Nery, and I am the current tenant at 812 MacArthur Blvd, Oakland, Apt B, CA 94605. I am submitting this declaration to confirm and document the financial hardship I have experienced in recent months.

I was laid off from my job in June 2025 and have since struggled to maintain consistent income. Despite this, I have continued to make regular rent payments totaling \$4,300 per month with the financial assistance of my sister, Annebelle Nery. Annebelle has contributed thousands of dollars from June through November 2025 through PayPal to support my housing stability.

In October 2025, I formally requested a temporary rent reduction to \$2,500 due to my financial hardship, but my request was denied by the landlord, Henry Ekwoge. I attempted to make a partial payment and sought to establish a plan to repay the balance as my financial situation improves.

The landlord's refusal to negotiate or accept payment arrangements—despite my good-faith efforts—has placed me under extreme financial and emotional stress. My banking records and communication history demonstrate consistent effort to remain in compliance with my rental obligations during this hardship.

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

  
Sincerely,  
Ernesto Jr. Escobar Nery

**EXHIBIT 1**  
**TEXT MESSAGE LOG (MAY 31, 2025 – NOV 4, 2025)**  
**FULL COMPILED COMMUNICATION**  
**THREAD DEMONSTRATING**  
**RENT NEGOTIATIONS,**  
**LANDLORD REFUSALS, AND TENANT GOOD FAITH EFFORTS.**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge



Text message collection summary

Collected from (951) 732-4150, Meet, WhatsApp, emperorernestoescobar@gmail.com, ernesto.ernesto.jr.jr@gmail.com, ernestojrescobar178@gmail.com, ernestonery1@gmail.com, ernestonery568@gmail.com, escobarernestosoyyo23@gmail.com, grindnew883@gmail.com, neryernesto04@gmail.com, neryernesto65@gmail.com, xxlpaitnionyoxx@gmail.com

Collected on Nov 14, 2025 in Pacific Time, United States

Date filter: No date restriction (all messages)

Conversation: Henry Ekwoje(510)290-3397

92 messages found

First message on May 31, 2025

Last message on Nov 4, 2025

Device is samsung SM-S928U1 running Android 16/16

Compiled by the Text Collector app from legaltextcollector.com

App version 2.25.1/2.25.1

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|                                                                                                                                                        |                                                                                                                     |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | " hey Henry did u receive an Amazon package today                                                                   | May 31, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | * It was delivered to your porch this evening. Thank you.                                                           | May 31, 2025<br>5:32 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150 | * Its here                                                                                                          | May 31, 2025<br>8:01 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | * I'll get it now                                                                                                   | May 31, 2025<br>8:08 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * [Content not downloaded] Hi Ernesto, I have your package.                                                         | Jun 13, 2025<br>12:27 PM |
| From [Unknown]<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150                                                    | * [Unknown message status] Hey Henry, there was another package delivered today. when available, I can pick them up | Jun 17, 2025<br>9:36 AM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * [Content not downloaded] Can you pick up now?                                                                     | Jun 17, 2025<br>1:13 PM  |
| From [Unknown]<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150                                                    | * [Unknown message status] in a couple minutes .. getting out of thr shower                                         | Jun 17, 2025<br>1:13 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * [Content not downloaded] Ok                                                                                       | Jun 17, 2025<br>1:14 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * Hi Ernesto, I have a box here with no on it. Not sure if it's yours.                                              | Jul 27, 2025<br>1:20 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | * Hello Henry, is the box a delivery package? I am not expecting any deliveries.                                    | Jul 27, 2025<br>1:56 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * Yes, it is.                                                                                                       | Jul 27, 2025<br>2:11 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | * hi Henry I'm home. let me know when I can pickup the package                                                      | Jul 28, 2025<br>4:26 PM  |

|                                                                                        |                                                                                                                                                                                                                                                                                                                                                                              |                         |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | * It was probably my wife's. She's at work. I will follow up.                                                                                                                                                                                                                                                                                                                | Jul 28, 2025<br>6:12 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * ok sounds good. also I am waiting on some mail if you happen to receive, put it in my mailbox. If not, no worries and thanks.                                                                                                                                                                                                                                              | Jul 28, 2025<br>6:18 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | Good afternoon Henry, my sister is sending you 2000 today. I am waiting for my pay to come in the mail. I was told it was mailed on 7/29 and was hoping I would have received it by now. It should be here today if not tomorrow if anything gets directed to you. I'll go to the bank tomorrow, and send the remaining 2300 to by zelle or PayPal. Apologies for thr delay. | Jul 31, 2025<br>5:47 PM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | * No problem.                                                                                                                                                                                                                                                                                                                                                                | Jul 31, 2025<br>5:48 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * Hi Henry. If possible, can you let me know if any mail went to your mailbox today, I would like to go to the bank and deposit the check before they close today. Thank you!                                                                                                                                                                                                | Aug 1, 2025<br>1:20 PM  |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | * No mail for you today.                                                                                                                                                                                                                                                                                                                                                     | Aug 1, 2025<br>1:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * ok the post office advised there was envelope from the state controller office en route today. That is the check I am waiting for.                                                                                                                                                                                                                                         | Aug 1, 2025<br>1:27 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * Ill call them again.                                                                                                                                                                                                                                                                                                                                                       | Aug 1, 2025<br>1:27 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * Good morning Henry, did any of my mail come in this morning? Thanks                                                                                                                                                                                                                                                                                                        | Aug 2, 2025<br>10:14 AM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | * There's only one from Golden 1 credit union for you. Will put it in your box.                                                                                                                                                                                                                                                                                              | Aug 2, 2025<br>10:59 AM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * ok thanks. ill go to the post office today                                                                                                                                                                                                                                                                                                                                 | Aug 2, 2025<br>11:00 AM |

|                                                                                        |                                                                                                                                                                                                |                         |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397 | " Hi Henry, the mailman had a few pieces of mail that was not delivered. He is going to complete another delivery today.                                                                       | Aug 2, 2025<br>12:45 PM |
| From Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Ok, will let you know when it arrives. Going to the gym, but you can tell my kids to check.                                                                                                  | Aug 2, 2025<br>1:05 PM  |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397 | " ok thanks                                                                                                                                                                                    | Aug 2, 2025<br>1:13 PM  |
| From Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " I put a certified mail in your mailbox.                                                                                                                                                      | Aug 4, 2025<br>3:16 PM  |
| From Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " There's a package at your door.                                                                                                                                                              | Aug 9, 2025<br>1:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397 | " ok cool thanks                                                                                                                                                                               | Aug 9, 2025<br>1:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397 | " Greetings Henry. I still owe 1300 in rent. I recently got a new job, and my pay isn't until 10/15. I can pay you the remaining on this date. My apologies                                    | Oct 1, 2025<br>7:55 AM  |
| From Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Ok                                                                                                                                                                                           | Oct 1, 2025<br>7:56 AM  |
| From Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Hi Ernesto, could you please send me the outstanding balance for rent? I have some late bills to settle.                                                                                     | Oct 16, 2025<br>2:29 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397 | " > Hi Henry, my apologies. The outstanding balance is \$1300. My direct deposit is scheduled for tonight, and I'll make the payment as soon as it posts. Thank you for your patience.         | Oct 16, 2025<br>3:26 PM |
| From Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Liked "> Hi Henry, my apologies. The outstanding balance is \$1300. My direct deposit is scheduled for tonight, and I'll make the payment as soon as it posts. Thank you for your patience." | Oct 16, 2025<br>3:41 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397 | " Hi Henry I had a package delivered to your door yesterday. May i go pick that up please? Thank you!                                                                                          | Oct 28, 2025<br>1:06 PM |

|                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                               | * Ok.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Oct 28, 2025<br>1:07 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | * Greetings Henry, as I have recently lost my job and am struggling to make ends meet I am asking if I can pay what I can only afford which is 2500 moving forward until I can get employment with higher income employment? Please advise!                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>3:46 PM |
| From [Unknown]<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838<br>(951) 732-4150 | * +19512611838;+15102903397                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>3:46 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150              | * Hi ♦ Ernesto, I understand what you're going through. However, I cannot accept this payment at this time. Even with the current monthly payment you are making, I find it very difficult to pay the exhaubitant electricity, water, and internet bills. Home insurance and property tax in Alameda county are just prohibitive. Your sister is a home owner, and she can attest to the hikes in bills, insurance and property tax. Additionally, I still making payments for construction loans on that unit. Your unit is fairly new. Since you moved in about three years ago, I haven't made any rent increases because you have been a good tenant and really wanted to. Me | Oct 31, 2025<br>4:07 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150              | * Sorry, I sent an unedited and incomplete message.<br><br>You have been a good tenant and really wanted to keep you. I really wish I could be of help..                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Oct 31, 2025<br>4:13 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | * I understand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Oct 31, 2025<br>4:22 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | * in thr meantime, I will report to thr city that the rental property that you have charged \$4300 monthly has not been approved by thr city and the amount charged exceeds the city limitd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>4:23 PM |

|                                                                                                                         |                                                                                                                                                                                                     |                         |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " please know that any attempt to move on your behalf to vacate the property will be illegal and you will be held accountable                                                                       | Oct 31, 2025<br>4:24 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I have attempted to make a payment arrangement which you have not accepted . As a result, I will be moving forward to file charges against you.                                                   | Oct 31, 2025<br>4:25 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " regards ,Ernesto Jr                                                                                                                                                                               | Oct 31, 2025<br>4:25 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " All construction work in that unit was done with permits from the city of Oakland. This is verifiable.<br>As reminder, the unit is furnished and all utilities are included in your rent. Thanks! | Oct 31, 2025<br>5:21 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " understood. no need to tell me. show your documents to the legal authorities                                                                                                                      | Oct 31, 2025<br>5:42 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " warm regards, Ernesto jr.                                                                                                                                                                         | Oct 31, 2025<br>5:43 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " also. keep in mind you are charging rent higher than the city limits per square footage                                                                                                           | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " footage                                                                                                                                                                                           | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " this is grounds for a lawsuit for overcharging the past few years                                                                                                                                 | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I will be moving forward to file charges against you                                                                                                                                              | Oct 31, 2025<br>5:45 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " save any justification and legalities for your claim for the correct authorities                                                                                                                  | Oct 31, 2025<br>5:46 PM |

|                                                                                                                        |                                                                                                                                                             |                         |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " again. I know the city laws you have broken                                                                                                               | Oct 31, 2025<br>5:46 PM |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I do not need for you to tell me or try to justify any of your claims                                                                                     | Oct 31, 2025<br>5:46 PM |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " save this for the city because they do nothing for me                                                                                                     | Oct 31, 2025<br>5:47 PM |
| From Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " Greetings Henry. I still owe 1300 in rent. I recently got a new job, and my pay isn't until 10/15. I can pay you the remaining on this date. My apologies | Nov 3, 2025<br>5:18 PM  |
| From Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " This is the email you sent to me last month. As a reminder, your rent is past due as of November 1. Please make a payment ASAP. Thanks.                   | Nov 3, 2025<br>5:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I made the 1300 payment                                                                                                                                   | Nov 3, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " please know that I am asking you to work won't me on 2500                                                                                                 | Nov 3, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I am willing to pay rent                                                                                                                                  | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " but first I would like thr city to inspect my unit                                                                                                        | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " to ensure all permits and city regulations have been met                                                                                                  | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " ill be happy to initiate this                                                                                                                             | Nov 3, 2025<br>5:25 PM  |

|                                                                                                                         |                                                                                                                                                                                                                                   |                        |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " thats not my problem                                                                                                                                                                                                            | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " but I assure you                                                                                                                                                                                                                | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I will file charges for repayment me rental overcharging for the past 2 years                                                                                                                                                   | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I will no longer read or respond to these texts today                                                                                                                                                                           | Nov 3, 2025<br>5:36 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " Ernesto, considering the hardship you are going through, I can accept \$4000/month until you find a job. If you don't agree with this proposal, then you will have to move. And please let me know when you will be moving out. | Nov 4, 2025<br>7:02 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " as I mentioned before, I cannot afford 4000                                                                                                                                                                                     | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " Legally you can't throw me out                                                                                                                                                                                                  | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " so by all means                                                                                                                                                                                                                 | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " im not giving you a moving date                                                                                                                                                                                                 | Nov 4, 2025<br>7:04 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " until the city has reviewed the rental property                                                                                                                                                                                 | Nov 4, 2025<br>7:04 PM |



|                                                                                                                         |                                                                                                                                                                                                                                                                                                             |                        |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " by all means feel free to handle this legally                                                                                                                                                                                                                                                             | Nov 4, 2025<br>7:04 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " but keep in mind. I do have rights. Also, please be informed that text is not an acceptable means of dictating the rental amount                                                                                                                                                                          | Nov 4, 2025<br>7:05 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I have indicated that I can afford 2500                                                                                                                                                                                                                                                                   | Nov 4, 2025<br>7:05 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " until I can get a better paying job                                                                                                                                                                                                                                                                       | Nov 4, 2025<br>7:06 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " your suggestion is an indication of the lack of support or concern for your tenants                                                                                                                                                                                                                       | Nov 4, 2025<br>7:06 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I will not read or review any texts after this tonight.                                                                                                                                                                                                                                                   | Nov 4, 2025<br>7:07 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " You don't have any authority to ask the city to inspect a property that has already been inspected and finalized. You can't also dictate the amount you want to pay. I would advise you to look for a rental space that costs \$2500. I'm hoping you will advise on your move out date in the days ahead. | Nov 4, 2025<br>7:09 PM |

**EXHIBIT 2**  
**EMAIL FROM RAP PROJECT MANAGER (NOV 17, 2025) OFFICIAL NOTICE**  
**CONFIRMING THE PROPERTY IS UNREGISTERED AND LANDLORD IS**  
**NONCOMPLIANT**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge



---

**RE: Subject: URGENT: Unregistered Unit, Excessive Rent, Retaliatory Eviction – 812 MacArthur Blvd Apt B**

1 message

---

**Rent Registry** <rentregistry@oaklandca.gov>

Mon, Nov 17, 2025 at 9:35 AM

To: ernesto nery <ernestonery1@gmail.com>

Cc: belleanery@yahoo.com <belleanery@yahoo.com>, Rent Adjustment Program <RAP@oaklandca.gov>, Rent Registry <rentregistry@oaklandca.gov>

Dear Ernesto Nery:

Thank you for contacting the Oakland Rent Adjustment Program's Rent Registration Unit. A review of RAP's rent registry records reflects that to date, no registration submission has been received for the property at 812 MacArthur Boulevard, and that it is currently noncompliant with the registration requirement.

Oakland's rent registration requirement applies to all residential rental units that are covered by either the Oakland Rent Adjustment Ordinance or the Just Cause for Eviction Ordinance.

Generally speaking, the Rent Adjustment Ordinance applies to rental units on multifamily properties built prior to 1983; the Just Cause for Eviction Ordinance applies to most rental units that were built more than 10 years ago. Alameda County records indicate that 812 MacArthur Boulevard is a two-unit property built prior to 1983. Therefore, any rental unit on the property is likely subject to both the Oakland Rent Adjustment Ordinance and the Just Cause for Eviction Ordinance, and thus the rent registration requirement.

Owners of unregistered properties may not 1) serve rent increases, 2) file rent increase petitions with RAP, or 3) respond to tenant petitions filed with RAP. Furthermore, failure to register is an affirmative defense in most eviction actions, including nonpayment of rent.

RAP will reach out to this owner regarding rent registration.

Regarding your questions regarding rent overcharge and legal resources: Please follow up with a RAP housing counselor at rap@oaklandca.gov, or via telephone at 510-238-3721, during RAP's normal business hours, Monday-Thursday, 9:30 am-4:30 pm. You can also request an appointment with a housing counselor at <https://apps.oaklandca.gov/rapapptreq/>.

Sincerely,

**Allison Pretto | Project Manager**

Housing and Community Development | Rent Adjustment Program

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

000053

**EXHIBIT 3**  
**TENANT'S FORMAL EMAIL COMPLAINT TO RAP (NOV 16, 2025)**  
**FILED COMPLAINT DOCUMENTING UNREGISTERED UNIT, EXCESSIVE RENT,**  
**AND RETALIATORY CONDUCT Filed**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog

Tel: (510) 238-6674 | apretto@oaklandca.gov

**From:** ernesto nery <ernestonery1@gmail.com>

**Sent:** Sunday, November 16, 2025 5:50 PM

**To:** Rent Adjustment Program <RAP@oaklandca.gov>; Rent Registry <rentregistry@oaklandca.gov>

**Cc:** belleanery@yahoo.com

**Subject:** Subject: URGENT: Unregistered Unit, Excessive Rent, Retaliatory Eviction – 812 MacArthur Blvd Apt B

You don't often get email from ernestonery1@gmail.com. Learn why this is important

Dear Oakland RAP Team,

I am a tenant at 812 MacArthur Blvd Apt B, Oakland CA 94605, and have paid \$4,300/month since June 2023. My landlord, Henry Ekwoe, is attempting to evict me from a property that appears unregistered with the Rent Adjustment Program. Please see attached screenshots of the RAP portal search, which confirms no records for this address.

Since being laid off in June 2025, I have continued paying rent with support from my sister Annebelle Nery (CC'd), who has contributed thousands of dollars monthly via PayPal to assist in housing stability. We offered partial rent while requesting a reduction or payment plan, which was rejected. I have attached the following evidence:

Attached:

PDF of communication with landlord showing rent demand, rejection of payment plan, and threats of eviction

RAP portal search results showing no registered unit for 812 MacArthur Blvd Apt B

PayPal + Zelle screenshots verifying rent payments and financial assistance

Declaration of Financial Hardship

I am formally requesting:

1. Immediate investigation into the registration status of 812 MacArthur Blvd Apt B
2. Protection from eviction under Oakland's Rent Adjustment Ordinance (OMC 8.22)
3. Assistance with a complaint and repayment petition for rent overcharges exceeding \$100,000
4. Referral to legal aid resources for court representation if necessary

**000055**

Please confirm receipt of this complaint and advise of the next steps.

Sincerely,

Ernesto Nery

ernestonery1@gmail.com

951-732-4150

**EXHIBIT 4**  
**RAP PORTAL SEARCH EVIDENCE**  
**SCREENSHOTS CONFIRMING NO REGISTRATION RECORD FOR THE UNIT**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog



gistry.oaklandca.gov



comply with the

information

istration

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portal.oaklandca.gov



CITY OF  
OAKLAND

[Register Now](#)

[Login](#)



## Search Results

[Back](#)



Search Result(s) for **812 MacArthur** in Site Address

**Asset Name / Number**

**Site Address**

**Action**

057A275505200

6812 MACARTHUR BLVD OAKLAND CA 94605  
US

[View](#)



10



Items per page

1-1 of 1 items



## Search Results

[Back](#)



Search Result(s) for 812 MacArthur in Site Address

Items Per Page 12 1-1 of 1



Asset Name /

Number: 037A275505200

Site Address: 6812 MACARTHUR  
BLVD OAKLAND CA 94605 US

[View](#)

Items Per Page 12 1-1 of 1

**EXHIBIT 5**  
**PAYMENT EVIDENCE (PAYPAL, ZELLE, ETC.)**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog



annebelle

Filter by

Date: This Year X

Nov 2025

|                                                                                   |                                                              |                  |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------|------------------|
|  | <b>Annebelle Nery</b><br>Nov 3. Money Received<br>"For load" | <b>+\$250.00</b> |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------|------------------|

Sep 2025

|                                                                                   |                                            |                              |
|-----------------------------------------------------------------------------------|--------------------------------------------|------------------------------|
|  | <b>Annebelle Nery</b><br>Sep 1. Money Sent | <b>-\$2,052.84</b><br>Repeat |
|-----------------------------------------------------------------------------------|--------------------------------------------|------------------------------|

Aug 2025

|                                                                                    |                                            |                              |
|------------------------------------------------------------------------------------|--------------------------------------------|------------------------------|
|  | <b>Annebelle Nery</b><br>Aug 4. Money Sent | <b>-\$1,338.00</b><br>Repeat |
|------------------------------------------------------------------------------------|--------------------------------------------|------------------------------|

Jul 2025

|                                                                                     |                                            |                              |
|-------------------------------------------------------------------------------------|--------------------------------------------|------------------------------|
|  | <b>Annebelle Nery</b><br>Jul 1. Money Sent | <b>-\$2,058.30</b><br>Repeat |
|-------------------------------------------------------------------------------------|--------------------------------------------|------------------------------|

Jun 2025

|                                                                                     |                                             |                              |
|-------------------------------------------------------------------------------------|---------------------------------------------|------------------------------|
|  | <b>Annebelle Nery</b><br>Jun 30. Money Sent | <b>-\$2,058.30</b><br>Repeat |
|-------------------------------------------------------------------------------------|---------------------------------------------|------------------------------|

|                                                                                     |                                            |                              |
|-------------------------------------------------------------------------------------|--------------------------------------------|------------------------------|
|  | <b>Annebelle Nery</b><br>Jun 1. Money Sent | <b>-\$2,058.30</b><br>Repeat |
|-------------------------------------------------------------------------------------|--------------------------------------------|------------------------------|

May 2025

|                                                                                     |                                             |                              |
|-------------------------------------------------------------------------------------|---------------------------------------------|------------------------------|
|  | <b>Annebelle Nery</b><br>May 31. Money Sent | <b>-\$2,058.30</b><br>Repeat |
|-------------------------------------------------------------------------------------|---------------------------------------------|------------------------------|

Apr 2025

|                                                                                     |                                             |                              |
|-------------------------------------------------------------------------------------|---------------------------------------------|------------------------------|
|  | <b>Annebelle Nery</b><br>Apr 30. Money Sent | <b>-\$2,058.30</b><br>Repeat |
|-------------------------------------------------------------------------------------|---------------------------------------------|------------------------------|

|                                                                                     |                                             |                              |
|-------------------------------------------------------------------------------------|---------------------------------------------|------------------------------|
|  | <b>Annebelle Nery</b><br>Apr 29. Money Sent | <b>-\$2,109.75</b><br>Repeat |
|-------------------------------------------------------------------------------------|---------------------------------------------|------------------------------|



2:46



banking.golden1.com



**Golden1**  
Credit Union

[Messages](#) | [Mobile](#) | [Activity](#) | [Settings](#) | [Log Out](#)

← Exit Send Money with Zelle®

\$990 Sent



HE

Confirmation #: 4485158978

To: Henry Ekwo at (510) 290-3397

From: Golden 1 Credit Union, Easy Checking, XXXX2564

Sent: Thursday, Oct 16, 2025

Deposited: Thursday, Oct 16, 2025

Speed: Within Minutes

Payment ID: GTU0JHBEKSO

BACK



## Send Money With Zelle®

### Payment Details

\$1,000 Sent



Confirmation #: 952194/220

To: Henry Chwaga at (710) 200-3307

From: Golden 1 Credit Union, Easy Checking XXXX/Paid

For: Tuesday, Sep 28, 2022

DEPOSITED: Tuesday, Sep 28, 2022

Speed: Within Minutes

REASON: KNOT

Payment ID: 0110116406





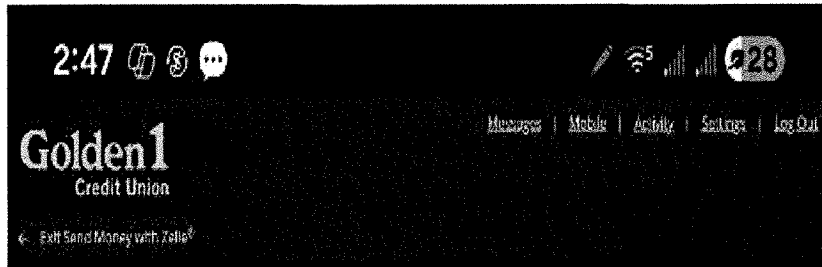
\$300 Sent



Confirm with 1521093519

To: Henry Hwoge at (510) 290-3397  
From: Golden 1 Credit Union, Easy Checking, XXXX2564  
Sent: Tuesday, Sep 2, 2025  
Deposited: Tuesday, Sep 2, 2025  
Speed: Within Minutes  
Reason: rent  
Payment ID: 5100JH9X-CLP

BACK



## Send Money With Zelle®

### Payment Details

\$310 Sent



Confirmation #: 4485156619

To: Henry Elwege at (510) 292-1397

From: Golden 1 Credit Union, Easy Checking, XXXX2564

Sent: Thursday, Oct 16, 2025

Deposited: Friday, Oct 17, 2025

Speed: Standard

Payment ID: G1U0JHRELC1

BACK





## Send Money With Zelle®

### Payment Details

\$1,000 Sent



Confirmation #: 4251281929

To: Henry Ekwoje at (510) 290-3397

From: Golden 1 Credit Union, Easy Checking, XXXX2564

Sent: Tuesday, Aug 5, 2025

Deposited: Tuesday, Aug 5, 2025

Speed: Within Minutes

Reason: Rent

Payment ID: G1U0JGH6P3A6

BACK

**EXHIBIT 6**  
**2024 OAKLAND RENT LIMITS TABLE**  
**DEMONSTRATES LEGAL RENT LIMITS AND AMOUNT OF OVERCHARGE**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog

| CITY OF OAKLAND HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT |         |         |         |         |         |         |         |
|------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|
| 2024 RENT LIMITS - TABLE 2                                 |         |         |         |         |         |         |         |
| 1 PERSON/BEDROOM + 1 BENCHMARK OCCUPANCY STANDARD          |         |         |         |         |         |         |         |
| Effective Date: 6/1/2024                                   |         |         |         |         |         |         |         |
| RENT LIMITATIONS                                           | SRO     | 0 Bdrm. | 1 Bdrm. | 2 Bdrm. | 3 Bdrm. | 4 Bdrm. | 5 Bdrm. |
| 30% of 20% of AMI                                          | \$408   | \$545   | \$622   | \$700   | \$778   | \$840   | \$903   |
| 30% of 30% of AMI<br>(Extremely Low Income)                | \$612   | \$817   | \$934   | \$1,051 | \$1,167 | \$1,261 | \$1,354 |
| 30% of 40% of AMI                                          | \$817   | \$1,090 | \$1,245 | \$1,401 | \$1,557 | \$1,681 | \$1,806 |
| 30% of 50% of AMI<br>(Very Low Income)                     | \$1,021 | \$1,362 | \$1,556 | \$1,751 | \$1,946 | \$2,101 | \$2,257 |
| 30% of 60% of AMI<br>(Low Income)                          | \$1,226 | \$1,635 | \$1,868 | \$2,102 | \$2,335 | \$2,522 | \$2,709 |
| 30% of 80% of AMI                                          | \$1,635 | \$2,180 | \$2,491 | \$2,803 | \$3,114 | \$3,363 | \$3,612 |
| 30% of 100% of AMI                                         | \$2,043 | \$2,725 | \$3,113 | \$3,503 | \$3,892 | \$4,203 | \$4,515 |
| 30% of 110% of AMI<br>(Moderate Income)                    | \$2,247 | \$2,997 | \$3,425 | \$3,854 | \$4,281 | \$4,624 | \$4,966 |

If tenants cover utilities, downward adjustments must be made to the rent limits for subsidized or restricted housing. For detailed information, please consult the Section 8 Utility & Appliance Allowances on the website:  
<https://www.oaklandca.gov/resources/rent-and-income-limits-for-affordable-housing>.

**CITY OF OAKLAND HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT**  
**2024 RENT LIMITS - TABLE 1**  
**1.5 PERSONS/BEDROOM BENCHMARK OCCUPANCY STANDARD**

Effective Date: 6/1/2024 (Effective Date for HOME units: 6/1/2024; Sec 8 FMRs effective 10/1/2023)

| RENT LIMITATIONS                            | SRO     | 0 Bdrm. | 1 Bdrm. | 2 Bdrm. | 3 Bdrm. | 4 Bdrm. | 5 Bdrm. |
|---------------------------------------------|---------|---------|---------|---------|---------|---------|---------|
| 30% of 20% of AMI                           | \$408   | \$545   | \$583   | \$700   | \$809   | \$903   | \$996   |
| 30% of 25% of AMI                           | \$510   | \$681   | \$729   | \$875   | \$1,012 | \$1,128 | \$1,245 |
| 30% of 30% of AMI<br>(Extremely Low Income) | \$612   | \$817   | \$875   | \$1,051 | \$1,214 | \$1,354 | \$1,494 |
| 30% of 35% of AMI                           | \$714   | \$953   | \$1,021 | \$1,226 | \$1,416 | \$1,580 | \$1,743 |
| 30% of 40% of AMI                           | \$817   | \$1,090 | \$1,167 | \$1,401 | \$1,619 | \$1,806 | \$1,992 |
| 30% of 45% of AMI                           | \$919   | \$1,226 | \$1,313 | \$1,576 | \$1,821 | \$2,031 | \$2,241 |
| 30% of 50% of AMI<br>(Very Low Income)      | \$1,021 | \$1,362 | \$1,459 | \$1,751 | \$2,024 | \$2,257 | \$2,490 |
| 30% of 55% of AMI                           | \$1,123 | \$1,498 | \$1,605 | \$1,927 | \$2,226 | \$2,483 | \$2,740 |
| 30% of 60% of AMI<br>(Low Income)           | \$1,226 | \$1,635 | \$1,751 | \$2,102 | \$2,428 | \$2,709 | \$2,989 |
| 30% of 80% of AMI                           | \$1,635 | \$2,180 | \$2,335 | \$2,803 | \$3,238 | \$3,612 | \$3,985 |
| 30% of 100% of AMI                          | \$2,043 | \$2,725 | \$2,919 | \$3,503 | \$4,048 | \$4,515 | \$4,981 |
| 30% of 110% of AMI<br>(Moderate Income)     | \$2,247 | \$2,997 | \$3,211 | \$3,854 | \$4,452 | \$4,966 | \$5,480 |
| HOME Low Rents (50%)                        |         | \$1,362 | \$1,460 | \$1,752 | \$2,024 | \$2,258 | \$2,366 |
| HOME High Rents (65%)                       |         | \$1,699 | \$1,821 | \$2,187 | \$2,519 | \$2,790 | \$3,060 |
| Section 8 Fair Market Rent                  |         | \$1,825 | \$2,131 | \$2,590 | \$3,342 | \$3,954 | \$4,547 |

**EXHIBIT 7**  
**2024 OAKLAND INCOME LIMITS TABLE**  
**SHOWS TENANT ELIGIBILITY FOR PROTECTIONS BASED ON INCOME**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog

**2024 Income Limits**  
**City of Oakland Housing and Community Development Department**

Effective Date: 6/1/2024 (Effective Date for HOME units: 6/1/2024; Sec 8 FMRs effective 10/1/2023)

|                                                            | <b>INCOME LIMITS, ADJUSTED FOR HOUSEHOLD SIZE</b> |                       |                         |                        |                        |                       |                         |                         |
|------------------------------------------------------------|---------------------------------------------------|-----------------------|-------------------------|------------------------|------------------------|-----------------------|-------------------------|-------------------------|
| <b>INCOME LEVEL</b>                                        | <b>One<br/>Person</b>                             | <b>Two<br/>Person</b> | <b>Three<br/>Person</b> | <b>Four<br/>Person</b> | <b>Five<br/>Person</b> | <b>Six<br/>Person</b> | <b>Seven<br/>Person</b> | <b>Eight<br/>Person</b> |
| 20% Income Level                                           | \$21,800                                          | \$24,933              | \$28,033                | \$31,133               | \$33,633               | \$36,133              | \$38,633                | \$41,100                |
| 25% Income Level                                           | \$27,250                                          | \$31,166              | \$35,041                | \$38,916               | \$42,041               | \$45,166              | \$48,291                | \$51,375                |
| 30% Income Level<br>(Extremely Low Income)                 | \$32,700                                          | \$37,400              | \$42,050                | \$46,700               | \$50,450               | \$54,200              | \$57,950                | \$61,650                |
| 35% Income Level                                           | \$38,150                                          | \$43,610              | \$49,070                | \$54,495               | \$58,870               | \$63,245              | \$67,585                | \$71,960                |
| 40% Income Level                                           | \$43,600                                          | \$49,840              | \$56,080                | \$62,280               | \$67,280               | \$72,280              | \$77,240                | \$82,240                |
| 45% Income Level                                           | \$49,050                                          | \$56,070              | \$63,090                | \$70,065               | \$75,690               | \$81,315              | \$86,895                | \$92,520                |
| 50% Income Level<br>(CDBG Low Income)<br>(Very Low Income) | \$54,500                                          | \$62,300              | \$70,100                | \$77,850               | \$84,100               | \$90,350              | \$96,550                | \$102,800               |
| 55% Income Level                                           | \$58,162                                          | \$66,446              | \$74,765                | \$83,050               | \$89,718               | \$96,353              | \$102,987               | \$109,656               |
| 60% Income Level                                           | \$63,450                                          | \$72,487              | \$81,562                | \$90,600               | \$97,875               | \$105,113             | \$112,350               | \$119,625               |
| 80% Income Level<br>(Low Income)<br>(CDBG Moderate)        | \$84,600                                          | \$96,650              | \$108,750               | \$120,800              | \$130,500              | \$140,150             | \$149,800               | \$159,500               |
| 100% Income Level<br>(Area Median Income)                  | \$109,000                                         | \$124,550             | \$140,150               | \$155,700              | \$168,150              | \$180,600             | \$193,050               | \$205,500               |
| 120% Income Level<br>(Moderate Income)                     | \$130,800                                         | \$149,500             | \$168,150               | \$186,850              | \$201,800              | \$216,750             | \$231,700               | \$246,650               |

**EXHIBIT 8**  
**CITY OF OAKLAND RENT LIMITS**  
**CONTEXT FOR UNLAWFUL INITIAL RENT**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog

#### Summary:

The City of Oakland publishes official rent limits for housing units that are legally restricted or City-assisted. These published rent ceilings represent the maximum lawful rents tied to income levels (Area Median Income) for regulated affordable units. While my rental unit is not an affordable housing unit and is not governed by these formulas, the City's published rent limits provide meaningful context about what Oakland considers reasonable and lawful rent levels.

#### City Rent Limits (2024):

According to the City of Oakland's "Income and Rent Limits Methodology" and the related rent limit tables:

Typical maximum rents for regulated units range approximately:

- Studio: ~\$1,000–\$1,800
- 1 Bedroom: ~\$1,200–\$2,200
- 2 Bedroom: ~\$1,500–\$2,800
- 3 Bedroom: ~\$1,800–\$3,300

(Exact limits vary by AMI % and occupancy standards.)

#### Comparison to Rent Charged:

My landlord charged \$4,300 per month, with no registration, no RAP notices, and no legal justification for the initial rent amount.

This rent is \$1,000–\$2,500 higher than even the highest regulated rent limits published by the City of Oakland for similarly sized units.

The extreme disparity underscores the absence of any legal framework or allowable basis for the rent charged.

#### Conclusion:

Although my unit is not governed by affordable housing restrictions, the City's rent limit methodology demonstrates the normal range of lawful and regulated rents within Oakland. The initial rent of \$4,300—set without mandatory registration or required disclosures—was far

outside any reasonable or permitted standard. This supports my claim under O.M.C. § 8.22.090(C) that the initial rent was unlawful.



**EXHIBIT 9**  
**SUMMARY OF DECREASED HOUSING SERVICES**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog

**1. Discontinuation of Internet Service (Housing Service Removed)**

At the start of my tenancy, internet service was included as part of the rental agreement and provided directly by the owner.

Without notice, explanation, or a corresponding rent reduction, the landlord discontinued the service entirely. I was forced to obtain and pay for my own internet service.

This constitutes a material reduction of housing services under O.M.C. 8.22.020.

**2. Restricted Access to Heat / Penalized Use of Heating (Habitability Impact)**

The unit is extremely cold, and the central heat is the only heating source.

When I used the heater for basic comfort and health, the landlord complained about the “high” utility bills and demanded additional payments—often \$300 or more—despite utilities being included at the beginning of my tenancy.

This effectively limited my ability to use standard heating, which impacts habitability and constitutes a reduction of services.

**3. Improper Utility Charges Beyond Rent (Service Reduction + Rent Overcharge)**

Although utilities were included in the rent when I moved in, the owner repeatedly attempted to charge me separate, additional amounts for PG&E during certain months.

Charging additional money for a service that was originally included is a reduction of housing services and supports my rent overcharge claim.

**4. Hostile Trash-Related Conduct (Interference with Provided Services)**

Trash service is included in the tenancy.

The owner repeatedly rummaged through my trash, accused me of improper sorting, and created a hostile environment surrounding basic waste disposal. While the service technically remained, the interference and harassment constitute a measurable deterioration of peaceful enjoyment and a reduction in the service as provided.

**Summary Conclusion**

Each of the items listed above reflects a material reduction in housing services or habitability conditions that were provided at the start of my tenancy.

No rent reduction was ever offered or applied.

These changes qualify as Decreased Housing Services under the Oakland Rent Adjustment Ordinance and support my petition for a rent adjustment and restitution.

**EXHIBIT 10**  
**RAP PETITION FORM WITH PROOF OF SERVICE**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog

**TENANT PETITION – FORMAL SUBMISSION PACKET**  
**RENT OVERCHARGE & NONREGISTRATION COMPLAINT**

Prepared by: Ernesto Nery Jr.  
Rental Address: 812 MacArthur Blvd, Oakland, CA 94610  
Landlord: Henry Ekwoge  
Petition Number: 18257  
Date: December 4, 2025

## **I. EXHIBITS**

Exhibit A – Narrative Addendum

Exhibit B – Rent Overcharge Summary

Exhibit C – Declaration of Financial Hardship

Signed 11/17/25 confirming job loss, sister's assistance, and attempted payment plan

Exhibit 1 – Text Message Log (May 31, 2025 – Nov 4, 2025)

Full compiled communication thread demonstrating rent negotiations, landlord refusals, and tenant good faith efforts.

Exhibit 2 – Email from RAP Project Manager (Nov 17, 2025)

Official notice confirming the property is unregistered and landlord is noncompliant.

Exhibit 3 – Tenant's Formal Email Complaint to RAP (Nov 16, 2025)

Filed complaint documenting unregistered unit, excessive rent, and retaliatory conduct.

Exhibit 4 – RAP Portal Search Evidence

Screenshots confirming no registration record for the unit.

Exhibit 5 – Payment Evidence (PayPal, Zelle, etc.)

Exhibit 6 – 2024 Oakland Rent Limits Table

Demonstrates legal rent limits and amount of overcharge.

Exhibit 7 – 2024 Oakland Income Limits Table

Shows tenant eligibility for protections based on income.

Exhibit 8 – City of Oakland Rent Limits – Context for Unlawful Initial Rent

Exhibit 9 – Summary of Housing Service Reductions

Loss included internet, heating limitations, and harassment regarding trash.

Exhibit 10– RAP Petition Form with Narrative Addendum

Tenant explanation submitted alongside petition and Proof of Service

**EXHIBIT A**  
**NARRATIVE ADDENDUM**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge

## **EXHIBIT A — NARRATIVE ADDENDUM**

### **1. Introduction and Move-In Background**

I began renting the unit at 812 MacArthur Blvd, Apt B, in June 2023. At move-in, the landlord, Henry Ekwoke, represented the rental as a fully functional unit with all utilities included. No RAP Notice, tenant rights information, or registration disclosure was provided. I later learned the property had never been registered with the Oakland Rent Adjustment Program (RAP).

Despite this, I consistently paid \$4,300 per month.

### **2. Initial Rent and Terms**

The initial rent of \$4,300 was set without any formal documentation, without registration, and without legally required disclosures. RAP later confirmed that the property is non-compliant and has never been registered.

Because the unit was unregistered, the rent was not established under any lawful framework required by the Rent Adjustment Ordinance.

### **3. Lack of RAP Registration and Required Notices**

Henry's failure to register the unit violated O.M.C. 8.22.510.

Due to non-registration, the landlord is legally prohibited from:

- Issuing rent increases
- Responding to petitions
- Filing petitions
- Initiating eviction actions

RAP confirmed that non-registration is an affirmative defense in most eviction cases, including nonpayment.

### **4. Decreased Housing Services**

#### **A. Internet Service Discontinued**

Internet was originally included. The landlord later discontinued the service without notice or rent reduction, forcing me to pay out of pocket.

#### **B. Restricted Access to Heat / Utility Demands**



The unit gets extremely cold. When I used the central heat, the landlord complained and demanded additional payments of \$300 or more. This discouraged me from using necessary heating and affected habitability.

#### **C. Improper Utility Charges**

Despite utilities being included, Henry attempted to bill me separately for PG&E usage. There was no agreement or legal basis for these charges.

#### **D. Trash Interference**

The landlord repeatedly inspected and rummaged through my trash, accused me of improper recycling, and created a hostile environment. This interfered with my peaceful use of the rental.

### **5. Financial Hardship and Impact**

I was laid off in June 2023 and have experienced financial hardship since then. Despite that, I continued to pay the full \$4,300 rent with assistance from my sister.

The unlawful rent amount and unexpected utility demands caused financial strain and housing instability.

### **6. Landlord Pressure / Attempted Eviction**

Despite being unregistered and prohibited from eviction actions, the landlord attempted to pressure me to vacate and made statements that felt retaliatory.

Because the property is unregistered, he cannot legally evict, pursue rent increases, or enforce rent demands.

### **7. Requested Remedies**

I respectfully request that RAP:

1. Determine that the initial rent was unlawful due to non-registration.
2. Adjust the rent to a lawful amount.
3. Order restitution for rent overpayments.

4. Reduce rent due to decreased housing services.

5. Recognize my financial hardship.

6. Provide any additional relief allowed under the Rent Adjustment Ordinance.

I have attached all supporting documentation, including RAP confirmation of non-registration, payment history, communications with the landlord, and evidence of reduced services.

**EXHIBIT B**  
**RENT OVERCHARGE SUMMARY**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge

## EXHIBIT B — RENT OVERCHARGE SUMMARY

### 1. Unlawful Initial Rent Due to Lack of Registration

The initial rent of **\$4,300 per month** was established while the property was not registered with the Oakland Rent Adjustment Program (RAP). RAP has confirmed in writing that the property has **never** been registered and is currently **non-compliant** with the Rent Adjustment Ordinance.

Because O.M.C. 8.22.510 requires that all covered rental units be registered before rent can be established or increased, the rent was set outside of any lawful framework and is therefore subject to correction by RAP.

### 2. Comparison to City of Oakland Rent Limits

Although my unit is not an officially restricted affordable housing unit, the City's 2024 published rent limits illustrate what Oakland considers reasonable rents.

Typical maximum regulated rents:

- Studio: \$1,000–\$1,800
- 1 Bedroom: \$1,200–\$2,200
- 2 Bedroom: \$1,500–\$2,800
- 3 Bedroom: \$1,800–\$3,300

The \$4,300 monthly rent I was charged is **\$1,000–\$2,500 higher** than even the highest rent limits published by the City for similarly sized units.

This demonstrates that the rent was **excessive and inconsistent** with any recognized standard.

### 3. Missing RAP Notice and Required Disclosures

At move-in, I did not receive any of the documents required by the Rent Adjustment Ordinance, including:

- RAP Notice
- Required tenant rights disclosures
- Registration information
- Explanation of the lawful rent amount

The absence of these documents further supports that the rent was not set legally.

### 4. Rent Overpayment Summary

I paid **\$4,300 per month** throughout the tenancy.

Because the property was not registered and the rent was unlawfully established, all amounts over the lawful rent (to be determined by RAP during review) qualify as **overpayments subject to refund**.

These overpayments, combined with improper additional payment demands, created ongoing financial hardship.

## **5. Requested Remedies**

I respectfully request that RAP:

1. Determine that the initial rent was unlawful.
2. Establish a lawful rent amount for the unit.
3. Order a **refund of rent overpayments** consistent with the Rent Adjustment Ordinance.
4. Apply any additional remedies authorized under O.M.C. 8.22 for non-registration and overcharge violations.

**EXHIBIT C**

**SUMMARY OF DECREASED HOUSING SERVICES**

**Tenant:** Ernesto Jr. Escobar Nery

**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610

**Owner:** Henry Ekwoge

## **EXHIBIT C — SUMMARY OF DECREASED HOUSING SERVICES**

### **1. Internet Service Discontinued**

At the beginning of the tenancy, internet service was included in the rent and provided directly by the landlord. Later, the landlord discontinued the service without notice, explanation, or rent reduction. I was forced to obtain my own internet service at my own cost.

This constitutes a **material reduction in housing services**.

### **2. Restricted Access to Heat / Utility Payment Demands**

The unit becomes extremely cold without heat. Whenever I used the central heater, the landlord claimed the gas and electricity bills were “too high” and demanded additional payments of \$300 or more for specific months.

This effectively restricted my ability to heat the unit safely and reasonably, which is a **habitability concern** and a reduction in essential housing services.

### **3. Improper Utility Charges**

Although the rent was represented as inclusive of utilities, the landlord attempted to bill me separately for PG&E usage in certain months. There was no prior agreement allowing this, nor any legal justification for these charges.

This represents both a **decrease in services** and an **additional financial burden** imposed unlawfully.

### **4. Trash Interference and Hostile Conduct**

Trash collection is included in the rent. However, the landlord repeatedly complained about the amount of trash, rummaged through my garbage, and accused me of not sorting recyclables properly.

This conduct interfered with my **quiet enjoyment** of the home and created a stressful and hostile environment. Interference with provided services qualifies as a **decreased housing service** under RAP guidelines.

### **5. Loss of Use of Heating Service Due to Retaliatory Demands**

Because of the landlord’s complaints and payment demands, I became fearful of using the heater even when the unit was uncomfortably cold. This reduced my ability to safely enjoy a basic, essential housing service.

### **6. Requested Remedy**

I respectfully request that RAP:

1. Determine that housing services were decreased during the tenancy.
2. Adjust the lawful rent downward to reflect the period of decreased services.

3. Apply a rent reduction for each service removed or interfered with.
4. Consider these reductions in conjunction with the unlawful initial rent and financial hardship issues already presented.

These reductions are supported by RAP regulations and consistent with tenant protections under the Oakland Rent Adjustment Ordinance.



# Declaration of Financial Hardship

---

Date: November 17, 2025

To Whom It May Concern,

My name is Ernesto Nery, and I am the current tenant at 812 MacArthur Blvd, Oakland, Apt B, CA 94605. I am submitting this declaration to confirm and document the financial hardship I have experienced in recent months.

I was laid off from my job in June 2025 and have since struggled to maintain consistent income. Despite this, I have continued to make regular rent payments totaling \$4,300 per month with the financial assistance of my sister, Annebelle Nery. Annebelle has contributed thousands of dollars from June through November 2025 through PayPal to support my housing stability.

In October 2025, I formally requested a temporary rent reduction to \$2,500 due to my financial hardship, but my request was denied by the landlord, Henry Ekwoge. I attempted to make a partial payment and sought to establish a plan to repay the balance as my financial situation improves.

The landlord's refusal to negotiate or accept payment arrangements—despite my good-faith efforts—has placed me under extreme financial and emotional stress. My banking records and communication history demonstrate consistent effort to remain in compliance with my rental obligations during this hardship.

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

  
Sincerely,  
Ernesto Jr. Escobar Nery

000091

**EXHIBIT 1**  
**TEXT MESSAGE LOG (MAY 31, 2025 – NOV 4, 2025)**  
**FULL COMPILED COMMUNICATION**  
**THREAD DEMONSTRATING**  
**RENT NEGOTIATIONS,**  
**LANDLORD REFUSALS, AND TENANT GOOD FAITH EFFORTS.**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge

Text message collection summary

Collected from (951) 732-4150, Meet, WhatsApp, emperorernestoescobar@gmail.com, ernesto.ernesto.jr.jr@gmail.com, ernestojrescobar178@gmail.com, ernestonery1@gmail.com, ernestonery568@gmail.com, escobarernestosoyyo23@gmail.com, grindnew883@gmail.com, neryernesto04@gmail.com, neryernesto65@gmail.com, xxlpaitnionyoxx@gmail.com

Collected on Nov 14, 2025 in Pacific Time, United States

Date filter: No date restriction (all messages)

Conversation: Henry Ekwoge(510)290-3397

92 messages found

First message on May 31, 2025

Last message on Nov 4, 2025

Device is samsung SM-S928U1 running Android 16/16

Compiled by the Text Collector app from legaltextcollector.com

App version 2.25.1/2.25.1

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|                                                                                                                                                        |                                                                                                                     |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | * hey Henry did u receive an Amazon package today                                                                   | May 31, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | * It was delivered to your porch this evening. Thank you.                                                           | May 31, 2025<br>5:32 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150 | * Its here                                                                                                          | May 31, 2025<br>8:01 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | * I'll get it now                                                                                                   | May 31, 2025<br>8:08 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * [Content not downloaded] Hi Ernesto, I have your package.                                                         | Jun 13, 2025<br>12:27 PM |
| From [Unknown]<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150                                                    | * [Unknown message status] Hey Henry, there was another package delivered today. when available, I can pick them up | Jun 17, 2025<br>9:36 AM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * [Content not downloaded] Can you pick up now?                                                                     | Jun 17, 2025<br>1:13 PM  |
| From [Unknown]<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150                                                    | * [Unknown message status] in a couple minutes . getting out of thr shower                                          | Jun 17, 2025<br>1:13 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * [Content not downloaded] Ok                                                                                       | Jun 17, 2025<br>1:14 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * Hi Ernesto, I have a box here with no on it. Not sure if it's yours.                                              | Jul 27, 2025<br>1:20 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | * Hello Henry, is the box a delivery package? I am not expecting any deliveries.                                    | Jul 27, 2025<br>1:56 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * Yes, it is.                                                                                                       | Jul 27, 2025<br>2:11 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | * hi Henry I'm home. let me know when I can pickup the package                                                      | Jul 28, 2025<br>4:26 PM  |

|                                                                                        |                                                                                                                                                                                                                                                                                                                                                                              |                         |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | * It was probably my wife's. She's at work. I will follow up.                                                                                                                                                                                                                                                                                                                | Jul 28, 2025<br>6:12 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * ok sounds good. also I am waiting on some mail if you happen to receive, put it in my mailbox. If not, no worries and thanks.                                                                                                                                                                                                                                              | Jul 28, 2025<br>6:18 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | Good afternoon Henry, my sister is sending you 2000 today. I am waiting for my pay to come in the mail. I was told it was mailed on 7/29 and was hoping I would have received it by now. It should be here today if not tomorrow if anything gets directed to you. I'll go to the bank tomorrow, and send the remaining 2300 to by zelle or PayPal. Apologies for thr delay. | Jul 31, 2025<br>5:47 PM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | * No problem.                                                                                                                                                                                                                                                                                                                                                                | Jul 31, 2025<br>5:48 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * Hi Henry. If possible, can you let me know if any mail went to your mailbox today, I would like to go to the bank and deposit the check before they close today. Thank you!                                                                                                                                                                                                | Aug 1, 2025<br>1:20 PM  |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | * No mail for you today.                                                                                                                                                                                                                                                                                                                                                     | Aug 1, 2025<br>1:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * ok the post office advised there was envelope from the state controller office en route today. That is the check I am waiting for.                                                                                                                                                                                                                                         | Aug 1, 2025<br>1:27 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * Ill call them again.                                                                                                                                                                                                                                                                                                                                                       | Aug 1, 2025<br>1:27 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * Good morning Henry, did any of my mail come in this morning? Thanks                                                                                                                                                                                                                                                                                                        | Aug 2, 2025<br>10:14 AM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | * There's only one from Golden 1 credit union for you. Will put it in your box.                                                                                                                                                                                                                                                                                              | Aug 2, 2025<br>10:59 AM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * ok thanks. ill go to the post office today                                                                                                                                                                                                                                                                                                                                 | Aug 2, 2025<br>11:00 AM |

|                                                                                        |                                                                                                                                                                                                |                         |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " Hi Henry, the mailman had a few pieces of mail that was not delivered. He is going to complete another delivery today.                                                                       | Aug 2, 2025<br>12:45 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Ok, will let you know when it arrives. Going to the gym, but you can tell my kids to check.                                                                                                  | Aug 2, 2025<br>1:05 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " ok thanks                                                                                                                                                                                    | Aug 2, 2025<br>1:13 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " I put a certified mail in your mailbox.                                                                                                                                                      | Aug 4, 2025<br>3:16 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " There's a package at your door.                                                                                                                                                              | Aug 9, 2025<br>1:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " ok cool thanks                                                                                                                                                                               | Aug 9, 2025<br>1:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " Greetings Henry. I still owe 1300 in rent. I recently got a new job, and my pay isn't until 10/15. I can pay you the remaining on this date. My apologies                                    | Oct 1, 2025<br>7:55 AM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Ok                                                                                                                                                                                           | Oct 1, 2025<br>7:56 AM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Hi Ernesto, could you please send me the outstanding balance for rent? I have some late bills to settle.                                                                                     | Oct 16, 2025<br>2:29 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " > Hi Henry, my apologies. The outstanding balance is \$1300. My direct deposit is scheduled for tonight, and I'll make the payment as soon as it posts. Thank you for your patience.         | Oct 16, 2025<br>3:26 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Liked "> Hi Henry, my apologies. The outstanding balance is \$1300. My direct deposit is scheduled for tonight, and I'll make the payment as soon as it posts. Thank you for your patience." | Oct 16, 2025<br>3:41 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " Hi Henry I had a package delivered to your door yesterday. May i go pick that up please? Thank you!                                                                                          | Oct 28, 2025<br>1:06 PM |

|                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                               | * Ok.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Oct 28, 2025<br>1:07 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | * Greetings Henry, as I have recently lost my job and am struggling to make ends meet I am asking if I can pay what i can only afford which is 2500 moving forward until I can get employment with higher income employment? Please advise!                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>3:46 PM |
| From [Unknown]<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838<br>(951) 732-4150 | * +19512611838;+15102903397                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>3:46 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150              | * Hi ♦ Ernesto, I understand what you're going through. However, I cannot accept this payment at this time. Even with the current monthly payment you are making, I find it very difficult to pay the exhaubitant electricity, water, and internet bills. Home insurance and property tax in Alameda county are just prohibitive. Your sister is a home owner, and she can attest to the hikes in bills, insurance and property tax. Additionally, I still making payments for construction loans on that unit. Your unit is fairly new. Since you moved in about three years ago, I haven't made any rent increases because you have been a good tenant and really wanted to. Me | Oct 31, 2025<br>4:07 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150              | * Sorry, I sent an unedited and incomplete message.<br><br>You have been a good tenant and really wanted to keep you. I really wish I could be of help..                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Oct 31, 2025<br>4:13 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | * I understand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Oct 31, 2025<br>4:22 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | * in thr meantime, I will report to thr city that the rental property that you have charged \$4300 monthly has not been approved by thr city and the amount charged exceeds the city limitd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>4:23 PM |

|                                                                                                                         |                                                                                                                                                                                                     |                         |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " please know that any attempt to move on your behalf to vacate the property will be illegal and you will be held accountable                                                                       | Oct 31, 2025<br>4:24 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I have attempted to make a payment arrangement which you have not accepted . As a result, I will be moving forward to file charges against you.                                                   | Oct 31, 2025<br>4:25 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " regards ,Ernesto Jr                                                                                                                                                                               | Oct 31, 2025<br>4:25 PM |
| From Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " All construction work in that unit was done with permits from the city of Oakland. This is verifiable.<br>As reminder, the unit is furnished and all utilities are included in your rent. Thanks! | Oct 31, 2025<br>5:21 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " understood. no need to tell me. show your documents to the legal authorities                                                                                                                      | Oct 31, 2025<br>5:42 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " warm regards, Ernesto Jr.                                                                                                                                                                         | Oct 31, 2025<br>5:43 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " also. keep in mind you are charging rent higher than the city limits per square footage                                                                                                           | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " footage                                                                                                                                                                                           | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " this is grounds for a lawsuit for overcharging the past few years                                                                                                                                 | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I will be moving forward to file charges against you                                                                                                                                              | Oct 31, 2025<br>5:45 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " save any justification and legalities for your claim for the correct authorities                                                                                                                  | Oct 31, 2025<br>5:46 PM |



|                                                                                                                         |                                                                                                                                                             |                         |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " again. I know the city laws you have broken                                                                                                               | Oct 31, 2025<br>5:46 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I do not need for you to tell me or try to justify any of your claims                                                                                     | Oct 31, 2025<br>5:46 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " save this for the city because they do nothing for me                                                                                                     | Oct 31, 2025<br>5:47 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " Greetings Henry. I still owe 1300 in rent. I recently got a new job, and my pay isn't until 10/15. I can pay you the remaining on this date. My apologies | Nov 3, 2025<br>5:18 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " This is the email you sent to me last month. As a reminder, your rent is past due as of November 1. Please make a payment ASAP. Thanks.                   | Nov 3, 2025<br>5:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I made the 1300 payment                                                                                                                                   | Nov 3, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " please know that I am asking you to work won't me on 2500                                                                                                 | Nov 3, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I am willing to pay rent                                                                                                                                  | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " but first I would like thr city to inspect my unit                                                                                                        | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " to ensure all permits and city regulations have been met                                                                                                  | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " ill be happy to initiate this                                                                                                                             | Nov 3, 2025<br>5:25 PM  |

|                                                                                                                         |                                                                                                                                                                                                                                                  |                        |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " thats not my problem                                                                                                                                                                                                                           | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " but I assure you                                                                                                                                                                                                                               | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I will file charges for repayment me rental<br>overcharging for the past 2 years                                                                                                                                                               | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I will no longer read or respond to these<br>texts today                                                                                                                                                                                       | Nov 3, 2025<br>5:36 PM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " Ernesto, considering the hardship you are<br>going through, I can accept \$4000/month<br>until you find a job. If you don't agree with<br>this proposal, then you will have to move.<br>And please let me know when you will be<br>moving out. | Nov 4, 2025<br>7:02 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " as I mentioned before, I cannot afford<br>4000                                                                                                                                                                                                 | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " Legally you can't throw me out                                                                                                                                                                                                                 | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " so by all means                                                                                                                                                                                                                                | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " im not giving you a moving date                                                                                                                                                                                                                | Nov 4, 2025<br>7:04 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " until the city has reviewed the rental<br>property                                                                                                                                                                                             | Nov 4, 2025<br>7:04 PM |

|                                                                                                                         |                                                                                                                                                                                                                                                                                                           |                        |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " by all means feel free to handle this legally                                                                                                                                                                                                                                                           | Nov 4, 2025<br>7:04 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " but keep in mind. I do have rights. Also, please be informed that text is not an acceptable means of dictating the rental amount                                                                                                                                                                        | Nov 4, 2025<br>7:05 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I have indicated that I can afford 2500                                                                                                                                                                                                                                                                 | Nov 4, 2025<br>7:05 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " until I can get a better paying job                                                                                                                                                                                                                                                                     | Nov 4, 2025<br>7:06 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " your suggestion is an indication of the lack of support or concern for your tenants                                                                                                                                                                                                                     | Nov 4, 2025<br>7:06 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I will not read or review any texts after this tonight.                                                                                                                                                                                                                                                 | Nov 4, 2025<br>7:07 PM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " You don't have any authority to ask the city to inspect a property that has already been inspected and finaled. You can't also dictate the amount you want to pay. I would advise you to look for a rental space that costs \$2500. I'm hoping you will advise on your move out date in the days ahead. | Nov 4, 2025<br>7:09 PM |

**EXHIBIT 2**  
**EMAIL FROM RAP PROJECT MANAGER (NOV 17, 2025) OFFICIAL NOTICE**  
**CONFIRMING THE PROPERTY IS UNREGISTERED AND LANDLORD IS**  
**NONCOMPLIANT**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge



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**RE: Subject: URGENT: Unregistered Unit, Excessive Rent, Retaliatory Eviction – 812 MacArthur Blvd Apt B**

1 message

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**Rent Registry** <rentregistry@oaklandca.gov>

Mon, Nov 17, 2025 at 9:35 AM

To: ernesto nery <ernestonery1@gmail.com>

Cc: belleanery@yahoo.com <belleanery@yahoo.com>, Rent Adjustment Program <RAP@oaklandca.gov>, Rent Registry <rentregistry@oaklandca.gov>

Dear Ernesto Nery:

Thank you for contacting the Oakland Rent Adjustment Program's Rent Registration Unit. A review of RAP's rent registry records reflects that to date, no registration submission has been received for the property at 812 MacArthur Boulevard, and that it is currently noncompliant with the registration requirement.

Oakland's rent registration requirement applies to all residential rental units that are covered by either the Oakland Rent Adjustment Ordinance or the Just Cause for Eviction Ordinance.

Generally speaking, the Rent Adjustment Ordinance applies to rental units on multifamily properties built prior to 1983; the Just Cause for Eviction Ordinance applies to most rental units that were built more than 10 years ago. Alameda County records indicate that 812 MacArthur Boulevard is a two-unit property built prior to 1983. Therefore, any rental unit on the property is likely subject to both the Oakland Rent Adjustment Ordinance and the Just Cause for Eviction Ordinance, and thus the rent registration requirement.

Owners of unregistered properties may not 1) serve rent increases, 2) file rent increase petitions with RAP, or 3) respond to tenant petitions filed with RAP. Furthermore, failure to register is an affirmative defense in most eviction actions, including nonpayment of rent.

RAP will reach out to this owner regarding rent registration.

Regarding your questions regarding rent overcharge and legal resources: Please follow up with a RAP housing counselor at [rap@oaklandca.gov](mailto:rap@oaklandca.gov), or via telephone at 510-238-3721, during RAP's normal business hours, Monday-Thursday, 9:30 am-4:30 pm. You can also request an appointment with a housing counselor at <https://apps.oaklandca.gov/rapapptreq/>.

Sincerely,

**Allison Pretto | Project Manager**

Housing and Community Development | Rent Adjustment Program

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

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**000103**

**EXHIBIT 3**  
**TENANT'S FORMAL EMAIL COMPLAINT TO RAP (NOV 16, 2025)**  
**FILED COMPLAINT DOCUMENTING UNREGISTERED UNIT, EXCESSIVE RENT,**  
**AND RETALIATORY CONDUCT Filed**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog

Tel: (510) 238-6674 | [apretto@oaklandca.gov](mailto:apretto@oaklandca.gov)

**From:** ernesto nery <[ernestonery1@gmail.com](mailto:ernestonery1@gmail.com)>  
**Sent:** Sunday, November 16, 2025 5:50 PM  
**To:** Rent Adjustment Program <[RAP@oaklandca.gov](mailto:RAP@oaklandca.gov)>; Rent Registry <[rentregistry@oaklandca.gov](mailto:rentregistry@oaklandca.gov)>  
**Cc:** [belleanery@yahoo.com](mailto:belleanery@yahoo.com)  
**Subject:** Subject: URGENT: Unregistered Unit, Excessive Rent, Retaliatory Eviction – 812 MacArthur Blvd Apt B

You don't often get email from [ernestonery1@gmail.com](mailto:ernestonery1@gmail.com). Learn why this is important

Dear Oakland RAP Team,

I am a tenant at 812 MacArthur Blvd Apt B, Oakland CA 94605, and have paid \$4,300/month since June 2023. My landlord, Henry Ekwoke, is attempting to evict me from a property that appears unregistered with the Rent Adjustment Program. Please see attached screenshots of the RAP portal search, which confirms no records for this address.

Since being laid off in June 2025, I have continued paying rent with support from my sister Annebelle Nery (CC'd), who has contributed thousands of dollars monthly via PayPal to assist in housing stability. We offered partial rent while requesting a reduction or payment plan, which was rejected. I have attached the following evidence:

Attached:

PDF of communication with landlord showing rent demand, rejection of payment plan, and threats of eviction

RAP portal search results showing no registered unit for 812 MacArthur Blvd Apt B

PayPal + Zelle screenshots verifying rent payments and financial assistance

Declaration of Financial Hardship

I am formally requesting:

1. Immediate investigation into the registration status of 812 MacArthur Blvd Apt B
2. Protection from eviction under Oakland's Rent Adjustment Ordinance (OMC 8.22)
3. Assistance with a complaint and repayment petition for rent overcharges exceeding \$100,000
4. Referral to legal aid resources for court representation if necessary

**000105**

Please confirm receipt of this complaint and advise of the next steps.

Sincerely,

Ernesto Nery

ernestonery1@gmail.com

951-732-4150



**EXHIBIT 4**  
**RAP PORTAL SEARCH EVIDENCE**  
**SCREENSHOTS CONFIRMING NO REGISTRATION RECORD FOR THE UNIT**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog

**Registry**

It allows property owners to view property information as required

Type the property address or parcel number to view property information without creating an account.

Property Info and FAQs

Search 812 MacArthur | x

1 matches found in Site Address

In

comply with the

information

istration



portal.oaklandca.gov



CITY OF  
OAKLAND

[Register Now](#)

[Login](#)



## Search Results

[← Back](#)



Search Result(s) for **B12 MacArthur** in Site Address

**Asset Name / Number**

**Site Address**

**Action**

037A275505200

6812 MACARTHUR BLVD OAKLAND CA 94605  
US

[View](#)



10



items per page

1-1 of 1 items



## Search Results

← Back



Search Result(s) for 812 MacArthur in Site Address

Items Per Page 12 1-1 of 1



Asset Name /

Number: 037A275505200

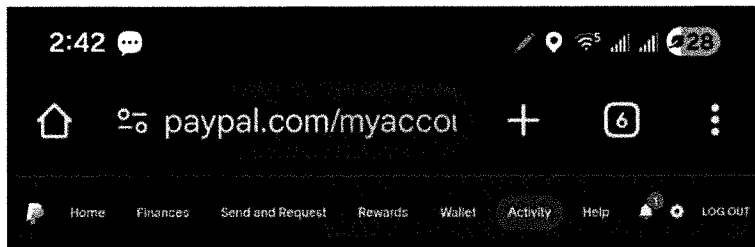
Site Address: 6812 MACARTHUR  
BLVD OAKLAND CA 94605 US

View

Items Per Page 12 1-1 of 1

**EXHIBIT 5**  
**PAYMENT EVIDENCE (PAYPAL, ZELLE, ETC.)**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog



Q annebelle

Filter by

Date: This Year X

Nov 2025



**Annebelle Nery**  
Nov 3. Money Received  
"Fat food"

**+\$250.00**

Sep 2025



**Annebelle Nery**  
Sep 1. Money Sent

**-\$2,052.84**  
Repeat

Aug 2025



**Annebelle Nery**  
Aug 4. Money Sent

**-\$1,338.00**  
Repeat

Jul 2025



**Annebelle Nery**  
Jul 1. Money Sent

**-\$2,058.30**  
Repeat

Jun 2025



**Annebelle Nery**  
Jun 30. Money Sent

**-\$2,058.30**  
Repeat



**Annebelle Nery**  
Jun 1. Money Sent

**-\$2,058.30**  
Repeat

May 2025



**Annebelle Nery**  
May 31. Money Sent

**-\$2,058.30**  
Repeat

Apr 2025



**Annebelle Nery**  
Apr 30. Money Sent

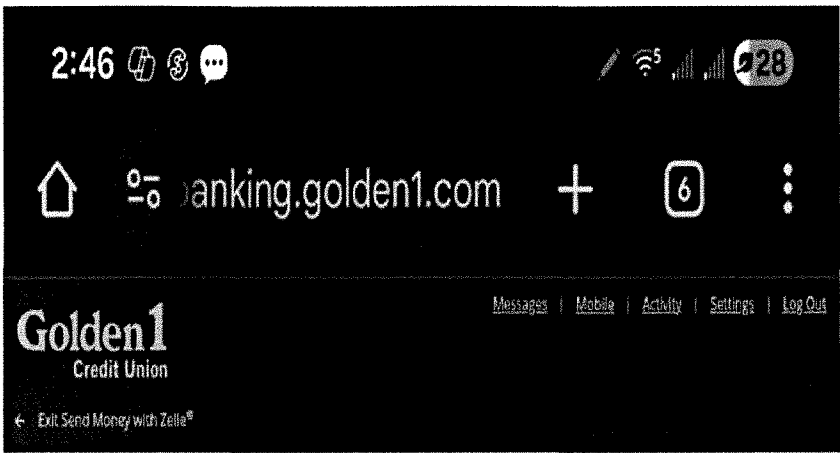
**-\$2,058.30**  
Repeat



**Annebelle Nery**  
Apr 29. Money Sent

**-\$2,109.75**  
Repeat





\$990 Sent



Confirmation #: 4455158978

To: Henry Ekwoge at (510) 290-3397

From: Golden 1 Credit Union, Easy Checking, XXXX2564

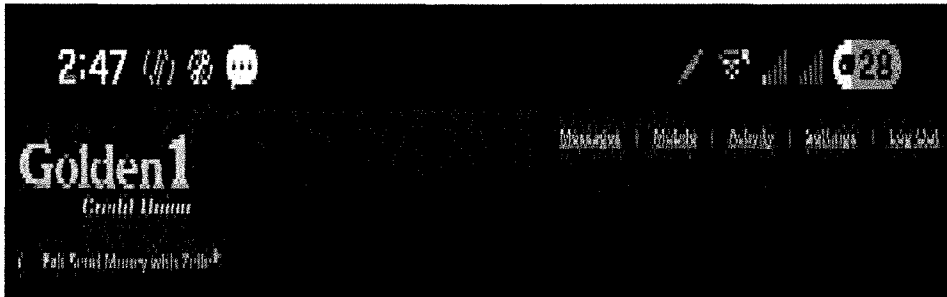
Sent: Thursday, Oct 16, 2025

Deposited: Thursday, Oct 16, 2025

Speed: Within Minutes

Payment ID: G1UQJHBEKSO

BACK



## Send Money With Zelle®

### Payment Details

\$1,000 Sent



Confirmation #: 052194/220

To: Herby Chwaga at (510) 200-3307

From: Golden1 Credit Union Easy Checking XXXX7668

For: Thursday, Sep 29, 2022

Deposited: Tuesday, Sep 27, 2022

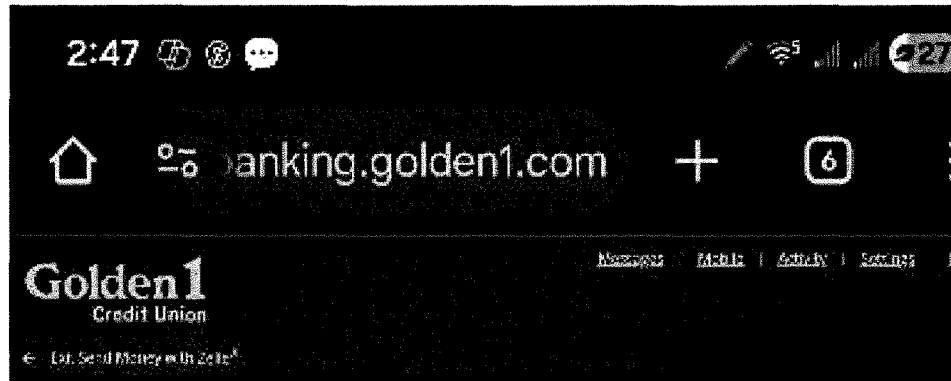
Speed: Within Minutes

Reason: None

Payment ID: C11001164015







\$300 Sent



Confirmed on 9/2/2025 10:55:19

To: Henry Hwoge at (510) 290-3397

From: Golden 1 Credit Union, Easy Checking, XXXX2564

Sent: Tuesday, Sep 2, 2025

Delivered: Tuesday, Sep 2, 2025

Speed: Within Minutes

Receipt: 1600

Payment ID: 5100HHW-CLP

BACK



## Send Money With Zelle®

### Payment Details

\$310 Sent



Card number: 4444 4444 4444 4444

To: Henry Ekwoje at (510) 292-3397

From: Golden 1 Credit Union, Easy Checking, XXX2564

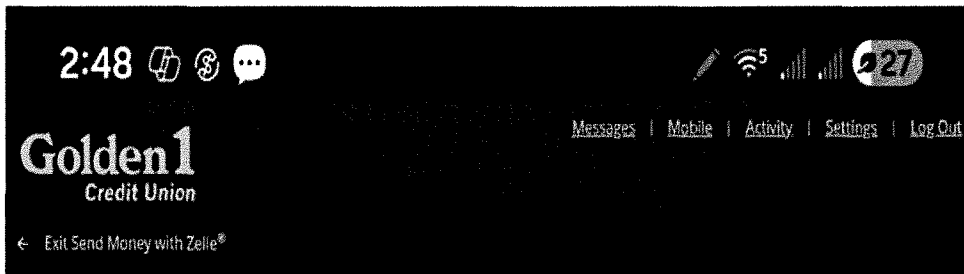
Sent: Thursday, Oct 16, 2025

Deposited: Friday, Oct 17, 2025

Spent: Standard

Payment ID: G100JHREJC

BACK



## Send Money With Zelle®

### Payment Details

\$1,000 Sent



Confirmation #: 4251281929

To: Henry Ekwoje at (510) 290-3397

From: Golden 1 Credit Union, Easy Checking, XXXX2564

Sent: Tuesday, Aug 5, 2025

Deposited: Tuesday, Aug 5, 2025

Speed: Within Minutes

Reason: Rent

Payment ID: G1U0JGH6P3A6

BACK

**EXHIBIT 6**  
**2024 OAKLAND RENT LIMITS TABLE**  
**DEMONSTRATES LEGAL RENT LIMITS AND AMOUNT OF OVERCHARGE**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog

| CITY OF OAKLAND HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT |         |         |         |         |         |         |         |
|------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|
| 2024 RENT LIMITS - TABLE 2                                 |         |         |         |         |         |         |         |
| 1 PERSON/BEDROOM + 1 BENCHMARK OCCUPANCY STANDARD          |         |         |         |         |         |         |         |
| Effective Date: 6/1/2024                                   |         |         |         |         |         |         |         |
| RENT LIMITATIONS                                           | SRO     | 0 Bdrm. | 1 Bdrm. | 2 Bdrm. | 3 Bdrm. | 4 Bdrm. | 5 Bdrm. |
| 30% of 20% of AMI                                          | \$408   | \$545   | \$622   | \$700   | \$778   | \$840   | \$903   |
| 30% of 30% of AMI<br>(Extremely Low Income)                | \$612   | \$817   | \$934   | \$1,051 | \$1,167 | \$1,261 | \$1,354 |
| 30% of 40% of AMI                                          | \$817   | \$1,090 | \$1,245 | \$1,401 | \$1,557 | \$1,681 | \$1,806 |
| 30% of 50% of AMI<br>(Very Low Income)                     | \$1,021 | \$1,362 | \$1,556 | \$1,751 | \$1,946 | \$2,101 | \$2,257 |
| 30% of 60% of AMI<br>(Low Income)                          | \$1,226 | \$1,635 | \$1,868 | \$2,102 | \$2,335 | \$2,522 | \$2,709 |
| 30% of 80% of AMI                                          | \$1,635 | \$2,180 | \$2,491 | \$2,803 | \$3,114 | \$3,363 | \$3,612 |
| 30% of 100% of AMI                                         | \$2,043 | \$2,725 | \$3,113 | \$3,503 | \$3,892 | \$4,203 | \$4,515 |
| 30% of 110% of AMI<br>(Moderate Income)                    | \$2,247 | \$2,997 | \$3,425 | \$3,854 | \$4,281 | \$4,624 | \$4,966 |

If tenants cover utilities, downward adjustments must be made to the rent limits for subsidized or restricted housing. For detailed information, please consult the Section 8 Utility & Appliance Allowances on the website:  
<https://www.oaklandca.gov/resources/rent-and-income-limits-for-affordable-housing>.

CITY OF OAKLAND HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT  
2024 RENT LIMITS - TABLE 1  
1.5 PERSONS/BEDROOM BENCHMARK OCCUPANCY STANDARD

Effective Date: 6/1/2024 (Effective Date for HOME units: 6/1/2024; Sec 8 FMRs effective 10/1/2023)

| RENT LIMITATIONS                            | SRO     | 0 Bdrm. | 1 Bdrm. | 2 Bdrm. | 3 Bdrm. | 4 Bdrm. | 5 Bdrm. |
|---------------------------------------------|---------|---------|---------|---------|---------|---------|---------|
| 30% of 20% of AMI                           | \$408   | \$545   | \$583   | \$700   | \$809   | \$903   | \$996   |
| 30% of 25% of AMI                           | \$510   | \$681   | \$729   | \$875   | \$1,012 | \$1,128 | \$1,245 |
| 30% of 30% of AMI<br>(Extremely Low Income) | \$612   | \$817   | \$875   | \$1,051 | \$1,214 | \$1,354 | \$1,494 |
| 30% of 35% of AMI                           | \$714   | \$953   | \$1,021 | \$1,226 | \$1,416 | \$1,580 | \$1,743 |
| 30% of 40% of AMI                           | \$817   | \$1,090 | \$1,167 | \$1,401 | \$1,619 | \$1,806 | \$1,992 |
| 30% of 45% of AMI                           | \$919   | \$1,226 | \$1,313 | \$1,576 | \$1,821 | \$2,031 | \$2,241 |
| 30% of 50% of AMI<br>(Very Low Income)      | \$1,021 | \$1,362 | \$1,459 | \$1,751 | \$2,024 | \$2,257 | \$2,490 |
| 30% of 55% of AMI                           | \$1,123 | \$1,498 | \$1,605 | \$1,927 | \$2,226 | \$2,483 | \$2,740 |
| 30% of 60% of AMI<br>(Low Income)           | \$1,226 | \$1,635 | \$1,751 | \$2,102 | \$2,428 | \$2,709 | \$2,989 |
| 30% of 80% of AMI                           | \$1,635 | \$2,180 | \$2,335 | \$2,803 | \$3,238 | \$3,612 | \$3,985 |
| 30% of 100% of AMI                          | \$2,043 | \$2,725 | \$2,919 | \$3,503 | \$4,048 | \$4,515 | \$4,981 |
| 30% of 110% of AMI<br>(Moderate Income)     | \$2,247 | \$2,997 | \$3,211 | \$3,854 | \$4,452 | \$4,966 | \$5,480 |
| HOME Low Rents (50%)                        |         | \$1,362 | \$1,460 | \$1,752 | \$2,024 | \$2,258 | \$2,366 |
| HOME High Rents (65%)                       |         | \$1,699 | \$1,821 | \$2,187 | \$2,519 | \$2,790 | \$3,060 |
| Section 8 Fair Market Rent                  |         | \$1,825 | \$2,131 | \$2,590 | \$3,342 | \$3,954 | \$4,547 |

**EXHIBIT 7**  
**2024 OAKLAND INCOME LIMITS TABLE**  
**SHOWS TENANT ELIGIBILITY FOR PROTECTIONS BASED ON INCOME**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog

**2024 Income Limits**  
**City of Oakland Housing and Community Development Department**

Effective Date: 6/1/2024 (Effective Date for HOME units: 6/1/2024; Sec 8 FMRs effective 10/1/2023)

|                                                            | <b>INCOME LIMITS, ADJUSTED FOR HOUSEHOLD SIZE</b> |                       |                         |                        |                        |                       |                         |                         |
|------------------------------------------------------------|---------------------------------------------------|-----------------------|-------------------------|------------------------|------------------------|-----------------------|-------------------------|-------------------------|
| <b>INCOME LEVEL</b>                                        | <b>One<br/>Person</b>                             | <b>Two<br/>Person</b> | <b>Three<br/>Person</b> | <b>Four<br/>Person</b> | <b>Five<br/>Person</b> | <b>Six<br/>Person</b> | <b>Seven<br/>Person</b> | <b>Eight<br/>Person</b> |
| 20% Income Level                                           | \$21,800                                          | \$24,933              | \$28,033                | \$31,133               | \$33,633               | \$36,133              | \$38,633                | \$41,100                |
| 25% Income Level                                           | \$27,250                                          | \$31,166              | \$35,041                | \$38,916               | \$42,041               | \$45,166              | \$48,291                | \$51,375                |
| 30% Income Level<br>(Extremely Low Income)                 | \$32,700                                          | \$37,400              | \$42,050                | \$46,700               | \$50,450               | \$54,200              | \$57,950                | \$61,650                |
| 35% Income Level                                           | \$38,150                                          | \$43,610              | \$49,070                | \$54,495               | \$58,870               | \$63,245              | \$67,585                | \$71,960                |
| 40% Income Level                                           | \$43,600                                          | \$49,840              | \$56,080                | \$62,280               | \$67,280               | \$72,280              | \$77,240                | \$82,240                |
| 45% Income Level                                           | \$49,050                                          | \$56,070              | \$63,090                | \$70,065               | \$75,690               | \$81,315              | \$86,895                | \$92,520                |
| 50% Income Level<br>(CDBG Low Income)<br>(Very Low Income) | \$54,500                                          | \$62,300              | \$70,100                | \$77,850               | \$84,100               | \$90,350              | \$96,550                | \$102,800               |
| 55% Income Level                                           | \$58,162                                          | \$66,446              | \$74,765                | \$83,050               | \$89,718               | \$96,353              | \$102,987               | \$109,656               |
| 60% Income Level                                           | \$63,450                                          | \$72,487              | \$81,562                | \$90,600               | \$97,875               | \$105,113             | \$112,350               | \$119,625               |
| 80% Income Level<br>(Low Income)<br>(CDBG Moderate)        | \$84,600                                          | \$96,650              | \$108,750               | \$120,800              | \$130,500              | \$140,150             | \$149,800               | \$159,500               |
| 100% Income Level<br>(Area Median Income)                  | \$109,000                                         | \$124,550             | \$140,150               | \$155,700              | \$168,150              | \$180,600             | \$193,050               | \$205,500               |
| 120% Income Level<br>(Moderate Income)                     | \$130,800                                         | \$149,500             | \$168,150               | \$186,850              | \$201,800              | \$216,750             | \$231,700               | \$246,650               |

**EXHIBIT 8**  
**CITY OF OAKLAND RENT LIMITS**  
**CONTEXT FOR UNLAWFUL INITIAL RENT**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog



#### Summary:

The City of Oakland publishes official rent limits for housing units that are legally restricted or City-assisted. These published rent ceilings represent the maximum lawful rents tied to income levels (Area Median Income) for regulated affordable units. While my rental unit is not an affordable housing unit and is not governed by these formulas, the City's published rent limits provide meaningful context about what Oakland considers reasonable and lawful rent levels.

#### City Rent Limits (2024):

According to the City of Oakland's "Income and Rent Limits Methodology" and the related rent limit tables:

Typical maximum rents for regulated units range approximately:

- Studio: ~\$1,000–\$1,800
- 1 Bedroom: ~\$1,200–\$2,200
- 2 Bedroom: ~\$1,500–\$2,800
- 3 Bedroom: ~\$1,800–\$3,300

(Exact limits vary by AMI % and occupancy standards.)

#### Comparison to Rent Charged:

My landlord charged \$4,300 per month, with no registration, no RAP notices, and no legal justification for the initial rent amount.

This rent is \$1,000–\$2,500 higher than even the highest regulated rent limits published by the City of Oakland for similarly sized units.

The extreme disparity underscores the absence of any legal framework or allowable basis for the rent charged.

#### Conclusion:

Although my unit is not governed by affordable housing restrictions, the City's rent limit methodology demonstrates the normal range of lawful and regulated rents within Oakland. The initial rent of \$4,300—set without mandatory registration or required disclosures—was far

outside any reasonable or permitted standard. This supports my claim under O.M.C. § 8.22.090(C) that the initial rent was unlawful.

**EXHIBIT 9**  
**SUMMARY OF DECREASED HOUSING SERVICES**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog

**1. Discontinuation of Internet Service (Housing Service Removed)**

At the start of my tenancy, internet service was included as part of the rental agreement and provided directly by the owner.

Without notice, explanation, or a corresponding rent reduction, the landlord discontinued the service entirely. I was forced to obtain and pay for my own internet service.

This constitutes a material reduction of housing services under O.M.C. 8.22.020.

**2. Restricted Access to Heat / Penalized Use of Heating (Habitability Impact)**

The unit is extremely cold, and the central heat is the only heating source.

When I used the heater for basic comfort and health, the landlord complained about the “high” utility bills and demanded additional payments—often \$300 or more—despite utilities being included at the beginning of my tenancy.

This effectively limited my ability to use standard heating, which impacts habitability and constitutes a reduction of services.

**3. Improper Utility Charges Beyond Rent (Service Reduction + Rent Overcharge)**

Although utilities were included in the rent when I moved in, the owner repeatedly attempted to charge me separate, additional amounts for PG&E during certain months.

Charging additional money for a service that was originally included is a reduction of housing services and supports my rent overcharge claim.

**4. Hostile Trash-Related Conduct (Interference with Provided Services)**

Trash service is included in the tenancy.

The owner repeatedly rummaged through my trash, accused me of improper sorting, and created a hostile environment surrounding basic waste disposal. While the service technically remained, the interference and harassment constitute a measurable deterioration of peaceful enjoyment and a reduction in the service as provided.

**Summary Conclusion**

Each of the items listed above reflects a material reduction in housing services or habitability conditions that were provided at the start of my tenancy.

No rent reduction was ever offered or applied.

These changes qualify as Decreased Housing Services under the Oakland Rent Adjustment Ordinance and support my petition for a rent adjustment and restitution.

**EXHIBIT 10**  
**RAP PETITION FORM WITH PROOF OF SERVICE**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwog



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

| Party   | Name         | Address                                          | Mailing Address                      |                                          |
|---------|--------------|--------------------------------------------------|--------------------------------------|------------------------------------------|
| Owner   | Henry Ekwoke | 812 MacArthur Blvd<br>Oakland, CA 94610          | 812 MacArthur Blvd<br>Oakland, 94610 | (510) 290-3397                           |
| Manager | Henry Ekwoke | 812 Macarthur Blvd<br>Oakland, CA 94610          | 812 Macarthur Blvd<br>Oakland, 94610 | (510) 290-3397                           |
| Tenant  | Ernesto Nery | 812 MacArthur Blvd<br>Apt B<br>Oakland, CA 94610 |                                      | (951) 732-4150<br>ernestonery1@gmail.com |

Number of units on the property

2-4 Units (Duplex, Triplex, or 4  
Unit Building)

Type of unit you rent

House

Is your rent subsidized or controlled by any government agency  
(such as HUD or Section 8), other than the Oakland Rent  
Adjustment Program? (Note: If your rent is controlled or  
subsidized by any other governmental agency, the Oakland Rent  
Adjustment Program may not have jurisdiction over your claim.)  
Please see the Jurisdiction notice on page 1 of this form.

No



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

### 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:

(A2) I received a rent increase that I believe is unlawful because I was not given proper notice, was not properly served, and/or was not provided with the required RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program").

(B2) I am being unlawfully charged for utilities

(C3) The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).

(A4) Before serving the rent increase notice, the property owner failed to substantially comply with the annual registration and reporting obligations as required under Oakland Municipal Code, Section 8.22.510.





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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

### Rental History

|                                                                                                                                                     |                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Date you moved into the Unit                                                                                                                        | 6/30/2023                                 |
| Initial Rent                                                                                                                                        | \$ 4,300.00 /month                        |
| Current Rent                                                                                                                                        | \$ 4,300.00 /month                        |
| 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. |
| List the case numbers of any relevant prior Rent Adjustment case(s):                                                                                |                                           |

List all rent increases that you want to challenge.

| Date you received the notice | Date increase goes into effect | Monthly rent increase From | Monthly rent increase To | Did You Receive a Rent Program Notice With the Notice Of Increase? |
|------------------------------|--------------------------------|----------------------------|--------------------------|--------------------------------------------------------------------|
| 06-30-2023                   |                                | \$ 0.00                    | \$ 4,300.00              | No                                                                 |

\* 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)



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

### 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                 | 06-30-2023 |
| Date Owner Was Notified of Loss |            |
| Estimated Loss                  | 300        |



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

### Reduced Service Description

Petition: 18257

Filed: 12-02-2025

Address: 812 MACARTHUR BLVD

Several housing services that were originally included in the rent have been reduced or removed without proper notice or any adjustment to the rent amount:

Internet service was originally provided when I moved in, but was discontinued without explanation. I now pay for my own internet separately, despite it being part of the original agreement.

The central heating is unreliable, and the unit remains extremely cold during winter. When I used the heater, the landlord demanded extra payments of \$300 or more for utility bills, despite utilities being included in rent.

The landlord has repeatedly monitored and gone through my personal trash, accusing me of producing too much garbage or not sorting recyclables, creating a hostile living environment.

These changes and behaviors have negatively impacted my comfort, privacy, and access to services I was previously provided. No rent reduction or proper notification was given in connection with these issues.



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

**Petition: 18257**  
**Filed: 12-02-2025**  
**Address: 812 MACARTHUR BLVD**

**Date Problem or Service was fixed, if ever**

**01-30-2024**



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

**Petition: 18257**  
**Filed: 12-02-2025**  
**Address: 812 MACARTHUR BLVD**

### **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**



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

### 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 ☐ No  
electronically at the email address(es) provided in this petition.

### 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 ☐ No  
Adjustment proceeding:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

***[AFFIX THIS PAGE TO FRONT OF PETITION WHEN SERVING PROPERTY OWNER]***



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

## **NOTICE TO PROPERTY OWNER OF TENANT PETITION**

### **ATTENTION: IMPORTANT INFORMATION BELOW**

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

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

#### **TO RESPOND:**

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

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

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

#### **DOCUMENT REVIEW:**

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

#### **FOR ASSISTANCE:**

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





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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

## PROOF OF SERVICE

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

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

2) NOTE: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.

3) Provide a complete but unsigned copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.

4) File your completed and signed copy of this PROOF OF SERVICE form with RAP together with your Petition.

Your Petition will not be considered complete until this form has been filed indicating that service has occurred.



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

Petition: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

## PROOF OF SERVICE

On the following date: 12 / 04 / 25 I served a copy of (check all that apply):

- ☒ **TENANT PETITION** plus 51 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: 18257  
Filed: 12-02-2025  
Address: 812 MACARTHUR BLVD

## PROOF OF SERVICE

### PERSON(S) SERVED:

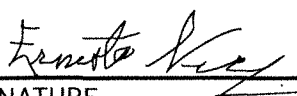
|                  |                    |
|------------------|--------------------|
| Name             | Henry Ekwoge       |
| Address          | 812 MacArthur Blvd |
| City, State, Zip | Oakland, CA 94610  |

|                  |  |
|------------------|--|
| 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.

Ernesto Nery Jr  
PRINTED NAME

  
SIGNATURE

12/04/2025  
DATE SIGNED

000141

**EXHIBIT D**  
**DECLARATION OF FINANCIAL HARDSHIP**  
**SIGNED 11/17/25 CONFIRMING JOB LOSS, SISTER'S ASSISTANCE, AND**  
**ATTEMPTED PAYMENT PLAN**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge

# Declaration of Financial Hardship

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Date: November 17, 2025

To Whom It May Concern,

My name is Ernesto Nery, and I am the current tenant at 812 MacArthur Blvd, Oakland, Apt B, CA 94605. I am submitting this declaration to confirm and document the financial hardship I have experienced in recent months.

I was laid off from my job in June 2025 and have since struggled to maintain consistent income. Despite this, I have continued to make regular rent payments totaling \$4,300 per month with the financial assistance of my sister, Annebelle Nery. Annebelle has contributed thousands of dollars from June through November 2025 through PayPal to support my housing stability.

In October 2025, I formally requested a temporary rent reduction to \$2,500 due to my financial hardship, but my request was denied by the landlord, Henry Ekwoke. I attempted to make a partial payment and sought to establish a plan to repay the balance as my financial situation improves.

The landlord's refusal to negotiate or accept payment arrangements—despite my good-faith efforts—has placed me under extreme financial and emotional stress. My banking records and communication history demonstrate consistent effort to remain in compliance with my rental obligations during this hardship.

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

  
Sincerely,  
Ernesto Jr. Escobar Nery

**EXHIBIT 1**  
**TEXT MESSAGE LOG (MAY 31, 2025 – NOV 4, 2025)**  
**FULL COMPILED COMMUNICATION**  
**THREAD DEMONSTRATING**  
**RENT NEGOTIATIONS,**  
**LANDLORD REFUSALS, AND TENANT GOOD FAITH EFFORTS.**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge

Text message collection summary

Collected from (951) 732-4150, Meet, WhatsApp, emperorernestoescobar@gmail.com, ernesto.ernesto.jr .jr@gmail.com, ernestojrescobar178@gmail.com, ernestonery1@gmail.com, ernestonery568@gmail.com, escobarernestosoyyo23@gmail.com, grindnew883@gmail.com, neryernesto04@gmail.com, neryernesto65@gmail.com, xxlpaitnionyoxx@gmail.com

Collected on Nov 14, 2025 in Pacific Time, United States  
Date filter: No date restriction (all messages)  
Conversation: Henry Ekwoge(510)290-3397

92 messages found  
First message on May 31, 2025  
Last message on Nov 4, 2025

Device is samsung SM-S928U1 running Android 16/16

Compiled by the Text Collector app from legaltextcollector .com  
App version 2.25.1/2.25.1

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|                                                                                                                                                        |                                                                                                                     |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | " hey Henry did u receive an Amazon package today                                                                   | May 31, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | * It was delivered to your porch this evening. Thank you.                                                           | May 31, 2025<br>5:32 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150 | " Its here                                                                                                          | May 31, 2025<br>8:01 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | " I'll get it now                                                                                                   | May 31, 2025<br>8:08 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * [Content not downloaded] Hi Ernesto, I have your package.                                                         | Jun 13, 2025<br>12:27 PM |
| From [Unknown]<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150                                                    | * [Unknown message status] Hey Henry, there was another package delivered today. when available, I can pick them up | Jun 17, 2025<br>9:36 AM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * [Content not downloaded] Can you pick up now?                                                                     | Jun 17, 2025<br>1:13 PM  |
| From [Unknown]<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150                                                    | * [Unknown message status] In a couple minutes . getting out of thr shower                                          | Jun 17, 2025<br>1:13 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * [Content not downloaded] Ok                                                                                       | Jun 17, 2025<br>1:14 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * Hi Ernesto, I have a box here with no on it. Not sure if it's yours.                                              | Jul 27, 2025<br>1:20 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | " Hello Henry, is the box a delivery package? I am not expecting any deliveries.                                    | Jul 27, 2025<br>1:56 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | * Yes, it is.                                                                                                       | Jul 27, 2025<br>2:11 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | * hi Henry I'm home. let me know when I can pickup the package                                                      | Jul 28, 2025<br>4:26 PM  |



|                                                                                        |                                                                                                                                                                                                                                                                                                                                                                              |                         |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " It was probably my wife's. She's at work. I will follow up.                                                                                                                                                                                                                                                                                                                | Jul 28, 2025<br>6:12 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * ok sounds good. also I am waiting on some mail if you happen to receive, put it in my mailbox. If not, no worries and thanks.                                                                                                                                                                                                                                              | Jul 28, 2025<br>6:18 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | Good afternoon Henry, my sister is sending you 2000 today. I am waiting for my pay to come in the mail. I was told it was mailed on 7/29 and was hoping I would have received it by now. It should be here today if not tomorrow if anything gets directed to you. I'll go to the bank tomorrow, and send the remaining 2300 to by zelle or PayPal. Apologies for thr delay. | Jul 31, 2025<br>5:47 PM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | * No problem.                                                                                                                                                                                                                                                                                                                                                                | Jul 31, 2025<br>5:48 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * Hi Henry. If possible, can you let me know if any mail went to your mailbox today, I would like to go to the bank and deposit the check before they close today. Thank you!                                                                                                                                                                                                | Aug 1, 2025<br>1:20 PM  |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | * No mail for you today.                                                                                                                                                                                                                                                                                                                                                     | Aug 1, 2025<br>1:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * ok the post office advised there was envelope from the state controller office en route today. That is the check I am waiting for.                                                                                                                                                                                                                                         | Aug 1, 2025<br>1:27 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * Ill call them again.                                                                                                                                                                                                                                                                                                                                                       | Aug 1, 2025<br>1:27 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * Good morning Henry, did any of my mail come in this morning? Thanks                                                                                                                                                                                                                                                                                                        | Aug 2, 2025<br>10:14 AM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | * There's only one from Golden 1 credit union for you. Will put it in your box.                                                                                                                                                                                                                                                                                              | Aug 2, 2025<br>10:59 AM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | * ok thanks. ill go to the post office today                                                                                                                                                                                                                                                                                                                                 | Aug 2, 2025<br>11:00 AM |

|                                                                                        |                                                                                                                                                                                                |                         |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " Hi Henry, the mailman had a few pieces of mail that was not delivered. He is going to complete another delivery today.                                                                       | Aug 2, 2025<br>12:45 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Ok, will let you know when it arrives. Going to the gym, but you can tell my kids to check.                                                                                                  | Aug 2, 2025<br>1:05 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " ok thanks                                                                                                                                                                                    | Aug 2, 2025<br>1:13 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " I put a certified mail in your mailbox.                                                                                                                                                      | Aug 4, 2025<br>3:16 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " There's a package at your door.                                                                                                                                                              | Aug 9, 2025<br>1:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " ok cool thanks                                                                                                                                                                               | Aug 9, 2025<br>1:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " Greetings Henry. I still owe 1300 in rent. I recently got a new job, and my pay isn't until 10/15. I can pay you the remaining on this date. My apologies                                    | Oct 1, 2025<br>7:55 AM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Ok                                                                                                                                                                                           | Oct 1, 2025<br>7:56 AM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Hi Ernesto, could you please send me the outstanding balance for rent? I have some late bills to settle.                                                                                     | Oct 16, 2025<br>2:29 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " > Hi Henry, my apologies. The outstanding balance is \$1300. My direct deposit is scheduled for tonight, and I'll make the payment as soon as it posts. Thank you for your patience.         | Oct 16, 2025<br>3:26 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | " Liked "> Hi Henry, my apologies. The outstanding balance is \$1300. My direct deposit is scheduled for tonight, and I'll make the payment as soon as it posts. Thank you for your patience." | Oct 16, 2025<br>3:41 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | " Hi Henry I had a package delivered to your door yesterday. May i go pick that up please? Thank you!                                                                                          | Oct 28, 2025<br>1:06 PM |

|                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                               | " Ok.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Oct 28, 2025<br>1:07 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | " Greetings Henry, as I have recently lost my job and am struggling to make ends meet I am asking if I can pay what i can only afford which is 2500 moving forward until I can get employment with higher income employment? Please advise!                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>3:46 PM |
| From [Unknown]<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " +19512611838;+15102903397                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>3:46 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150              | " Hi ♦ Ernesto, I understand what you're going through. However, I cannot accept this payment at this time. Even with the current monthly payment you are making, I find it very difficult to pay the exhaubitant electricity, water, and internet bills. Home insurance and property tax in Alameda county are just prohibitive. Your sister is a home owner, and she can attest to the hikes in bills, insurance and property tax. Additionally, I still making payments for construction loans on that unit. Your unit is fairly new. Since you moved in about three years ago, I haven't made any rent increases because you have been a good tenant and really wanted to. Me | Oct 31, 2025<br>4:07 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150              | " Sorry, I sent an unedited and incomplete message.<br><br>You have been a good tenant and really wanted to keep you. I really wish I could be of help..                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Oct 31, 2025<br>4:13 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | " I understand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Oct 31, 2025<br>4:22 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | " in thr meantime, I will report to thr city that the rental property that you have charged \$4300 monthly has not been approved by thr city and the amount charged exceeds the city limitd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>4:23 PM |

|                                                                                                                         |                                                                                                                                                                                                     |                         |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° please know that any attempt to move on your behalf to vacate the property will be illegal and you will be held accountable                                                                       | Oct 31, 2025<br>4:24 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° I have attempted to make a payment arrangement which you have not accepted . As a result, I will be moving forward to file charges against you.                                                   | Oct 31, 2025<br>4:25 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° regards ,Ernesto Jr                                                                                                                                                                               | Oct 31, 2025<br>4:25 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | ° All construction work in that unit was done with permits from the city of Oakland. This is verifiable.<br>As reminder, the unit is furnished and all utilities are included in your rent. Thanks! | Oct 31, 2025<br>5:21 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° understood. no need to tell me. show your documents to the legal authorities                                                                                                                      | Oct 31, 2025<br>5:42 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° warm regards, Ernesto jr.                                                                                                                                                                         | Oct 31, 2025<br>5:43 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° also. keep in mind you are charging rent higher than the city limits per square footage                                                                                                           | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° footage                                                                                                                                                                                           | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° this is grounds for a lawsuit for overcharging the past few years                                                                                                                                 | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° I will be moving forward to file charges against you                                                                                                                                              | Oct 31, 2025<br>5:45 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° save any justification and legalities for your claim for the correct authorities                                                                                                                  | Oct 31, 2025<br>5:46 PM |

|                                                                                                                        |                                                                                                                                                             |                         |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " again. I know the city laws you have broken                                                                                                               | Oct 31, 2025<br>5:46 PM |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I do not need for you to tell me or try to justify any of your claims                                                                                     | Oct 31, 2025<br>5:46 PM |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " save this for the city because they do nothing for me                                                                                                     | Oct 31, 2025<br>5:47 PM |
| From Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " Greetings Henry. I still owe 1300 in rent. I recently got a new job, and my pay isn't until 10/15. I can pay you the remaining on this date. My apologies | Nov 3, 2025<br>5:18 PM  |
| From Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " This is the email you sent to me last month. As a reminder, your rent is past due as of November 1. Please make a payment ASAP. Thanks.                   | Nov 3, 2025<br>5:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I made the 1300 payment                                                                                                                                   | Nov 3, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " please know that I am asking you to work won't me on 2500                                                                                                 | Nov 3, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I am willing to pay rent                                                                                                                                  | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " but first I would like thr city to inspect my unit                                                                                                        | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " to ensure all permits and city regulations have been met                                                                                                  | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " ill be happy to initiate this                                                                                                                             | Nov 3, 2025<br>5:25 PM  |

|                                                                                                                         |                                                                                                                                                                                                                                                  |                        |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " thats not my problem                                                                                                                                                                                                                           | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " but I assure you                                                                                                                                                                                                                               | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I will file charges for repayment me rental<br>overcharging for the past 2 years                                                                                                                                                               | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I will no longer read or respond to these<br>texts today                                                                                                                                                                                       | Nov 3, 2025<br>5:36 PM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " Ernesto, considering the hardship you are<br>going through, I can accept \$4000/month<br>until you find a job. If you don't agree with<br>this proposal, then you will have to move.<br>And please let me know when you will be<br>moving out. | Nov 4, 2025<br>7:02 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " as I mentioned before, I cannot afford<br>4000                                                                                                                                                                                                 | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " Legally you can't throw me out                                                                                                                                                                                                                 | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " so by all means                                                                                                                                                                                                                                | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " im not giving you a moving date                                                                                                                                                                                                                | Nov 4, 2025<br>7:04 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " until the city has reviewed the rental<br>property                                                                                                                                                                                             | Nov 4, 2025<br>7:04 PM |

|                                                                                                                         |                                                                                                                                                                                                                                                                                                             |                        |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " by all means feel free to handle this legally                                                                                                                                                                                                                                                             | Nov 4, 2025<br>7:04 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " but keep in mind. I do have rights. Also, please be informed that text is not an acceptable means of dictating the rental amount                                                                                                                                                                          | Nov 4, 2025<br>7:05 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I have indicated that I can afford 2500                                                                                                                                                                                                                                                                   | Nov 4, 2025<br>7:05 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " until I can get a better paying job                                                                                                                                                                                                                                                                       | Nov 4, 2025<br>7:06 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " your suggestion is an indication of the lack of support or concern for your tenants                                                                                                                                                                                                                       | Nov 4, 2025<br>7:06 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | " I will not read or review any texts after this tonight.                                                                                                                                                                                                                                                   | Nov 4, 2025<br>7:07 PM |
| From Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | " You don't have any authority to ask the city to inspect a property that has already been inspected and finalized. You can't also dictate the amount you want to pay. I would advise you to look for a rental space that costs \$2500. I'm hoping you will advise on your move out date in the days ahead. | Nov 4, 2025<br>7:09 PM |

**EXHIBIT 2**  
**EMAIL FROM RAP PROJECT MANAGER (NOV 17, 2025) OFFICIAL NOTICE**  
**CONFIRMING THE PROPERTY IS UNREGISTERED AND LANDLORD IS**  
**NONCOMPLIANT**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge





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**RE: Subject: URGENT: Unregistered Unit, Excessive Rent, Retaliatory Eviction – 812 MacArthur Blvd Apt B**

1 message

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**Rent Registry** <rentregistry@oaklandca.gov>

Mon, Nov 17, 2025 at 9:35 AM

To: ernesto nery <ernestonery1@gmail.com>

Cc: belleanery@yahoo.com <belleanery@yahoo.com>, Rent Adjustment Program <RAP@oaklandca.gov>, Rent Registry <rentregistry@oaklandca.gov>

Dear Ernesto Nery:

Thank you for contacting the Oakland Rent Adjustment Program's Rent Registration Unit. A review of RAP's rent registry records reflects that to date, no registration submission has been received for the property at 812 MacArthur Boulevard, and that it is currently noncompliant with the registration requirement.

Oakland's rent registration requirement applies to all residential rental units that are covered by either the Oakland Rent Adjustment Ordinance or the Just Cause for Eviction Ordinance.

Generally speaking, the Rent Adjustment Ordinance applies to rental units on multifamily properties built prior to 1983; the Just Cause for Eviction Ordinance applies to most rental units that were built more than 10 years ago. Alameda County records indicate that 812 MacArthur Boulevard is a two-unit property built prior to 1983. Therefore, any rental unit on the property is likely subject to both the Oakland Rent Adjustment Ordinance and the Just Cause for Eviction Ordinance, and thus the rent registration requirement.

Owners of unregistered properties may not 1) serve rent increases, 2) file rent increase petitions with RAP, or 3) respond to tenant petitions filed with RAP. Furthermore, failure to register is an affirmative defense in most eviction actions, including nonpayment of rent.

RAP will reach out to this owner regarding rent registration.

Regarding your questions regarding rent overcharge and legal resources: Please follow up with a RAP housing counselor at [rap@oaklandca.gov](mailto:rap@oaklandca.gov), or via telephone at 510-238-3721, during RAP's normal business hours, Monday-Thursday, 9:30 am-4:30 pm. You can also request an appointment with a housing counselor at <https://apps.oaklandca.gov/rapapptreq/>.

Sincerely,

**Allison Pretto | Project Manager**

Housing and Community Development | Rent Adjustment Program

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

000155

# **INDEX OF EVIDENCE Re: 812 MacArthur Blvd Apt B – Rent Overcharge, Unregistered Unit, Retaliatory Conduct**

## ***Exhibit 1 – Text Message Log (May 31, 2025 – Nov 4, 2025)***

Full compiled communication thread demonstrating rent negotiations, landlord refusals, and tenant good faith efforts.

## ***Exhibit 2 – Declaration of Financial Hardship***

Signed 11/17/25 confirming job loss, sister's assistance, and attempted payment plan.

## ***Exhibit 3 – Email from RAP Project Manager (Nov 17, 2025)***

Official notice confirming the property is unregistered and landlord is noncompliant.

## ***Exhibit 4 – Tenant's Formal Email Complaint to RAP (Nov 16, 2025)***

Filed complaint documenting unregistered unit, excessive rent, and retaliatory conduct.

## ***Exhibit 5 – RAP Portal Search Evidence***

Screenshots confirming no registration record for the unit.

## ***Exhibit 6 – Payment Evidence (PayPal, Zelle, etc.)***

Financial documentation showing rent payments and support from sister.

## Text message collection summary

Collected from (951) 732-4150, Meet, WhatsApp, emperorernestoescobar@gmail.com, ernesto.ernesto.jr.jr@gmail.com, ernestojrescobar178@gmail.com, ernestonery1@gmail.com, ernestonery568@gmail.com, escobarernestosoyyo23@gmail.com, grindnew883@gmail.com, neryernesto04@gmail.com, neryernesto65@gmail.com, xxlpaitnionyox@gmail.com

Collected on Nov 14, 2025 in Pacific Time, United States

Date filter: No date restriction (all messages)

Conversation: Henry Ekwoje(510)290-3397

92 messages found

First message on May 31, 2025

Last message on Nov 4, 2025

Device is samsung SM-S928U1 running Android 16/16

Compiled by the Text Collector app from legaltextcollector.com

App version 2.25.1/2.25.1

The Text Collector software is provided as is, without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the software or the use or other dealings in the software.

|                                                                                                                                                        |                                                                                                                     |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | ° hey Henry did u receive an Amazon package today                                                                   | May 31, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | ° It was delivered to your porch this evening. Thank you.                                                           | May 31, 2025<br>5:32 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150 | ° Its here                                                                                                          | May 31, 2025<br>8:01 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | ° I'll get it now                                                                                                   | May 31, 2025<br>8:08 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | ° [Content not downloaded] Hi Ernesto, I have your package.                                                         | Jun 13, 2025<br>12:27 PM |
| From [Unknown]<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150                                                    | ° [Unknown message status] Hey Henry, there was another package delivered today. when available, I can pick them up | Jun 17, 2025<br>9:36 AM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | ° [Content not downloaded] Can you pick up now?                                                                     | Jun 17, 2025<br>1:13 PM  |
| From [Unknown]<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>(951) 732-4150                                                    | ° [Unknown message status] in a couple minutes . getting out of thr shower                                          | Jun 17, 2025<br>1:13 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | ° [Content not downloaded] Ok                                                                                       | Jun 17, 2025<br>1:14 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | ° Hi Ernesto, I have a box here with no on it. Not sure if it's yours.                                              | Jul 27, 2025<br>1:20 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | ° Hello Henry, is the box a delivery package? I am not expecting any deliveries.                                    | Jul 27, 2025<br>1:56 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                                                 | ° Yes, it is.                                                                                                       | Jul 27, 2025<br>2:11 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397                                                                 | ° hi Henry I'm home. let me know when I can pickup the package                                                      | Jul 28, 2025<br>4:26 PM  |

|                                                                                        |                                                                                                                                                                                                                                                                                                                                                                              |                         |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | ° It was probably my wife's. She's at work. I will follow up.                                                                                                                                                                                                                                                                                                                | Jul 28, 2025<br>6:12 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° ok sounds good. also I am waiting on some mail if you happen to receive, put it in my mailbox. If not, no worries and thanks.                                                                                                                                                                                                                                              | Jul 28, 2025<br>6:18 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | Good afternoon Henry, my sister is sending you 2000 today. I am waiting for my pay to come in the mail. I was told it was mailed on 7/29 and was hoping I would have received it by now. It should be here today if not tomorrow if anything gets directed to you. I'll go to the bank tomorrow, and send the remaining 2300 to by zelle or PayPal. Apologies for thr delay. | Jul 31, 2025<br>5:47 PM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | ° No problem.                                                                                                                                                                                                                                                                                                                                                                | Jul 31, 2025<br>5:48 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° Hi Henry. If possible, can you let me know if any mail went to your mailbox today, I would like to go to the bank and deposit the check before they close today. Thank you!                                                                                                                                                                                                | Aug 1, 2025<br>1:20 PM  |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | ° No mail for you today.                                                                                                                                                                                                                                                                                                                                                     | Aug 1, 2025<br>1:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° ok the post office advised there was envelope from the state controller office en route today. That is the check I am waiting for.                                                                                                                                                                                                                                         | Aug 1, 2025<br>1:27 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° Ill call them again.                                                                                                                                                                                                                                                                                                                                                       | Aug 1, 2025<br>1:27 PM  |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° Good morning Henry, did any of my mail come in this morning? Thanks                                                                                                                                                                                                                                                                                                        | Aug 2, 2025<br>10:14 AM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | ° There's only one from Golden 1 credit union for you. Will put it in your box.                                                                                                                                                                                                                                                                                              | Aug 2, 2025<br>10:59 AM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° ok thanks. ill go to the post office today                                                                                                                                                                                                                                                                                                                                 | Aug 2, 2025<br>11:00 AM |

|                                                                                        |                                                                                                                                                                                                |                         |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° Hi Henry, the mailman had a few pieces of mail that was not delivered. He is going to complete another delivery today.                                                                       | Aug 2, 2025<br>12:45 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | ° Ok, will let you know when it arrives. Going to the gym, but you can tell my kids to check.                                                                                                  | Aug 2, 2025<br>1:05 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° ok thanks                                                                                                                                                                                    | Aug 2, 2025<br>1:13 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | ° I put a certified mail in your mailbox.                                                                                                                                                      | Aug 4, 2025<br>3:16 PM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | ° There's a package at your door.                                                                                                                                                              | Aug 9, 2025<br>1:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° ok cool thanks                                                                                                                                                                               | Aug 9, 2025<br>1:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° Greetings Henry. I still owe 1300 in rent. I recently got a new job, and my pay isn't until 10/15. I can pay you the remaining on this date. My apologies                                    | Oct 1, 2025<br>7:55 AM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | ° Ok                                                                                                                                                                                           | Oct 1, 2025<br>7:56 AM  |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | ° Hi Ernesto, could you please send me the outstanding balance for rent? I have some late bills to settle.                                                                                     | Oct 16, 2025<br>2:29 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° > Hi Henry, my apologies. The outstanding balance is \$1300. My direct deposit is scheduled for tonight, and I'll make the payment as soon as it posts. Thank you for your patience.         | Oct 16, 2025<br>3:26 PM |
| From Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150 | ° Liked "> Hi Henry, my apologies. The outstanding balance is \$1300. My direct deposit is scheduled for tonight, and I'll make the payment as soon as it posts. Thank you for your patience." | Oct 16, 2025<br>3:41 PM |
| From (951) 732-4150<br>To Henry Ekwoke (510) 290-3397<br>Henry Landlord (510) 290-3397 | ° Hi Henry I had a package delivered to your door yesterday. May i go pick that up please? Thank you!                                                                                          | Oct 28, 2025<br>1:06 PM |

|                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                         |
|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To (951) 732-4150                                               | ° Ok.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Oct 28, 2025<br>1:07 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | ° Greetings Henry, as I have recently lost my job and am struggling to make ends meet I am asking if I can pay what i can only afford which is 2500 moving forward until I can get employment with higher income employment? Please advise!                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>3:46 PM |
| From [Unknown]<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838<br>(951) 732-4150 | ° +19512611838;+15102903397                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>3:46 PM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150              | ° Hi ♦ Ernesto, I understand what you're going through. However, I cannot accept this payment at this time. Even with the current monthly payment you are making, I find it very difficult to pay the exhaubitant electricity, water, and internet bills. Home insurance and property tax in Alameda county are just prohibitive. Your sister is a home owner, and she can attest to the hikes in bills, insurance and property tax. Additionally, I still making payments for construction loans on that unit. Your unit is fairly new. Since you moved in about three years ago, I haven't made any rent increases because you have been a good tenant and really wanted to. Me | Oct 31, 2025<br>4:07 PM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150              | ° Sorry, I sent an unedited and incomplete message.<br><br>You have been a good tenant and really wanted to keep you. I really wish I could be of help..                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Oct 31, 2025<br>4:13 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | ° I understand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Oct 31, 2025<br>4:22 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838              | ° in thr meantime, I will report to thr city that the rental property that you have charged \$4300 monthly has not been approved by thr city and the amount charged exceeds the city limitd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Oct 31, 2025<br>4:23 PM |

|                                                                                                                         |                                                                                                                                                                                                     |                         |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° please know that any attempt to move on your behalf to vacate the property will be illegal and you will be held accountable                                                                       | Oct 31, 2025<br>4:24 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° I have attempted to make a payment arrangement which you have not accepted . As a result, I will be moving forward to file charges against you.                                                   | Oct 31, 2025<br>4:25 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° regards ,Ernesto Jr                                                                                                                                                                               | Oct 31, 2025<br>4:25 PM |
| From Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | ° All construction work in that unit was done with permits from the city of Oakland. This is verifiable.<br>As reminder, the unit is furnished and all utilities are included in your rent. Thanks! | Oct 31, 2025<br>5:21 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° understood. no need to tell me. show your documents to the legal authorities                                                                                                                      | Oct 31, 2025<br>5:42 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° warm regards, Ernesto jr.                                                                                                                                                                         | Oct 31, 2025<br>5:43 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° also. keep in mind you are charging rent higher than the city limits per square footage                                                                                                           | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° footage                                                                                                                                                                                           | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° this is grounds for a lawsuit for overcharging the past few years                                                                                                                                 | Oct 31, 2025<br>5:44 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° I will be moving forward to file charges against you                                                                                                                                              | Oct 31, 2025<br>5:45 PM |
| From (951) 732-4150<br>To Henry Ekwoje (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° save any justification and legalities for your claim for the correct authorities                                                                                                                  | Oct 31, 2025<br>5:46 PM |



|                                                                                                                        |                                                                                                                                                             |                         |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° again. I know the city laws you have broken                                                                                                               | Oct 31, 2025<br>5:46 PM |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° I do not need for you to tell me or try to justify any of your claims                                                                                     | Oct 31, 2025<br>5:46 PM |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° save this for the city because they do nothing for me                                                                                                     | Oct 31, 2025<br>5:47 PM |
| From Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | ° Greetings Henry. I still owe 1300 in rent. I recently got a new job, and my pay isn't until 10/15. I can pay you the remaining on this date. My apologies | Nov 3, 2025<br>5:18 PM  |
| From Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | ° This is the email you sent to me last month. As a reminder, your rent is past due as of November 1. Please make a payment ASAP. Thanks.                   | Nov 3, 2025<br>5:21 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° I made the 1300 payment                                                                                                                                   | Nov 3, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° please know that I am asking you to work won't me on 2500                                                                                                 | Nov 3, 2025<br>5:23 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° I am willing to pay rent                                                                                                                                  | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° but first I would like thr city to inspect my unit                                                                                                        | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° to ensure all permits and city regulations have been met                                                                                                  | Nov 3, 2025<br>5:24 PM  |
| From (951) 732-4150<br>To Henry Ekwoe (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° ill be happy to initiate this                                                                                                                             | Nov 3, 2025<br>5:25 PM  |

|                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                         |                                 |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <p>From Henry Ekwoe (510) 290-3397<br/> Henry Landlord (510) 290-3397<br/> To Annebelle Nery (951) 261-1838<br/> (951) 732-4150</p> | <p>° I understand you made a payment. But you also stated that you got a new job. Surprised you're now saying you don't have a job. While initiating any kind of inspection, I need you to pay the outstanding rent. I have bills to pay for that unit. Also, I have all the paperwork, including the final inspection by the city.</p> | <p>Nov 3, 2025<br/> 5:33 PM</p> |
| <p>From (951) 732-4150<br/> To Henry Ekwoe (510) 290-3397<br/> Henry Landlord (510) 290-3397<br/> Annebelle Nery (951) 261-1838</p> | <p>° I will be moving forward with filing against your over the city limit rental charge per square footage as well</p>                                                                                                                                                                                                                 | <p>Nov 3, 2025<br/> 5:33 PM</p> |
| <p>From (951) 732-4150<br/> To Henry Ekwoe (510) 290-3397<br/> Henry Landlord (510) 290-3397<br/> Annebelle Nery (951) 261-1838</p> | <p>° I have attempted to work with you</p>                                                                                                                                                                                                                                                                                              | <p>Nov 3, 2025<br/> 5:33 PM</p> |
| <p>From (951) 732-4150<br/> To Henry Ekwoe (510) 290-3397<br/> Henry Landlord (510) 290-3397<br/> Annebelle Nery (951) 261-1838</p> | <p>° you have declined</p>                                                                                                                                                                                                                                                                                                              | <p>Nov 3, 2025<br/> 5:33 PM</p> |
| <p>From (951) 732-4150<br/> To Henry Ekwoe (510) 290-3397<br/> Henry Landlord (510) 290-3397<br/> Annebelle Nery (951) 261-1838</p> | <p>° your bills are not my responsibility</p>                                                                                                                                                                                                                                                                                           | <p>Nov 3, 2025<br/> 5:34 PM</p> |
| <p>From (951) 732-4150<br/> To Henry Ekwoe (510) 290-3397<br/> Henry Landlord (510) 290-3397<br/> Annebelle Nery (951) 261-1838</p> | <p>° but you have a responsibility yo ensure you are renting within city compliance</p>                                                                                                                                                                                                                                                 | <p>Nov 3, 2025<br/> 5:34 PM</p> |
| <p>From Henry Ekwoe (510) 290-3397<br/> Henry Landlord (510) 290-3397<br/> To Annebelle Nery (951) 261-1838<br/> (951) 732-4150</p> | <p>° Your bills are your responsibility.</p>                                                                                                                                                                                                                                                                                            | <p>Nov 3, 2025<br/> 5:34 PM</p> |
| <p>From (951) 732-4150<br/> To Henry Ekwoe (510) 290-3397<br/> Henry Landlord (510) 290-3397<br/> Annebelle Nery (951) 261-1838</p> | <p>° and not taking advantage by overcharging rent</p>                                                                                                                                                                                                                                                                                  | <p>Nov 3, 2025<br/> 5:34 PM</p> |
| <p>From (951) 732-4150<br/> To Henry Ekwoe (510) 290-3397<br/> Henry Landlord (510) 290-3397<br/> Annebelle Nery (951) 261-1838</p> | <p>° yes my bills not yours</p>                                                                                                                                                                                                                                                                                                         | <p>Nov 3, 2025<br/> 5:35 PM</p> |
| <p>From (951) 732-4150<br/> To Henry Ekwoe (510) 290-3397<br/> Henry Landlord (510) 290-3397<br/> Annebelle Nery (951) 261-1838</p> | <p>° so I dont need to hear what you need to pay for</p>                                                                                                                                                                                                                                                                                | <p>Nov 3, 2025<br/> 5:35 PM</p> |

|                                                                                                                         |                                                                                                                                                                                                                                                  |                        |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° thats not my problem                                                                                                                                                                                                                           | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° but I assure you                                                                                                                                                                                                                               | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° I will file charges for repayment me rental<br>overcharging for the past 2 years                                                                                                                                                               | Nov 3, 2025<br>5:35 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° I will no longer read or respond to these<br>texts today                                                                                                                                                                                       | Nov 3, 2025<br>5:36 PM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | ° Ernesto, considering the hardship you are<br>going through, I can accept \$4000/month<br>until you find a job. If you don't agree with<br>this proposal, then you will have to move.<br>And please let me know when you will be<br>moving out. | Nov 4, 2025<br>7:02 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° as I mentioned before, I cannot afford<br>4000                                                                                                                                                                                                 | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° Legally you can't throw me out                                                                                                                                                                                                                 | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° so by all means                                                                                                                                                                                                                                | Nov 4, 2025<br>7:03 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° im not giving you a moving date                                                                                                                                                                                                                | Nov 4, 2025<br>7:04 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° until the city has reviewed the rental<br>property                                                                                                                                                                                             | Nov 4, 2025<br>7:04 PM |

|                                                                                                                         |                                                                                                                                                                                                                                                                                                           |                        |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° by all means feel free to handle this legally                                                                                                                                                                                                                                                           | Nov 4, 2025<br>7:04 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° but keep in mind. I do have rights. Also, please be informed that text.is not an acceptable means of dictating the rental amount                                                                                                                                                                        | Nov 4, 2025<br>7:05 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° I have indicated that I can afford 2500                                                                                                                                                                                                                                                                 | Nov 4, 2025<br>7:05 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° until I can get a better paying job                                                                                                                                                                                                                                                                     | Nov 4, 2025<br>7:06 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° your suggestion is an indication of the lack of support or concern for your tenants                                                                                                                                                                                                                     | Nov 4, 2025<br>7:06 PM |
| From (951) 732-4150<br>To Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>Annebelle Nery (951) 261-1838 | ° I will not read or review any texts after this tonight.                                                                                                                                                                                                                                                 | Nov 4, 2025<br>7:07 PM |
| From Henry Ekwoge (510) 290-3397<br>Henry Landlord (510) 290-3397<br>To Annebelle Nery (951) 261-1838<br>(951) 732-4150 | ° You don't have any authority to ask the city to inspect a property that has already been inspected and finaled. You can't also dictate the amount you want to pay. I would advise you to look for a rental space that costs \$2500. I'm hoping you will advise on your move out date in the days ahead. | Nov 4, 2025<br>7:09 PM |

# Declaration of Financial Hardship

---

Date: November 17, 2025

To Whom It May Concern,

My name is Ernesto Nery, and I am the current tenant at 812 MacArthur Blvd, Oakland, Apt B, CA 94605. I am submitting this declaration to confirm and document the financial hardship I have experienced in recent months.

I was laid off from my job in June 2025 and have since struggled to maintain consistent income. Despite this, I have continued to make regular rent payments totaling \$4,300 per month with the financial assistance of my sister, Annebelle Nery. Annebelle has contributed thousands of dollars from June through November 2025 through PayPal to support my housing stability.

In October 2025, I formally requested a temporary rent reduction to \$2,500 due to my financial hardship, but my request was denied by the landlord, Henry Ekwoge. I attempted to make a partial payment and sought to establish a plan to repay the balance as my financial situation improves.

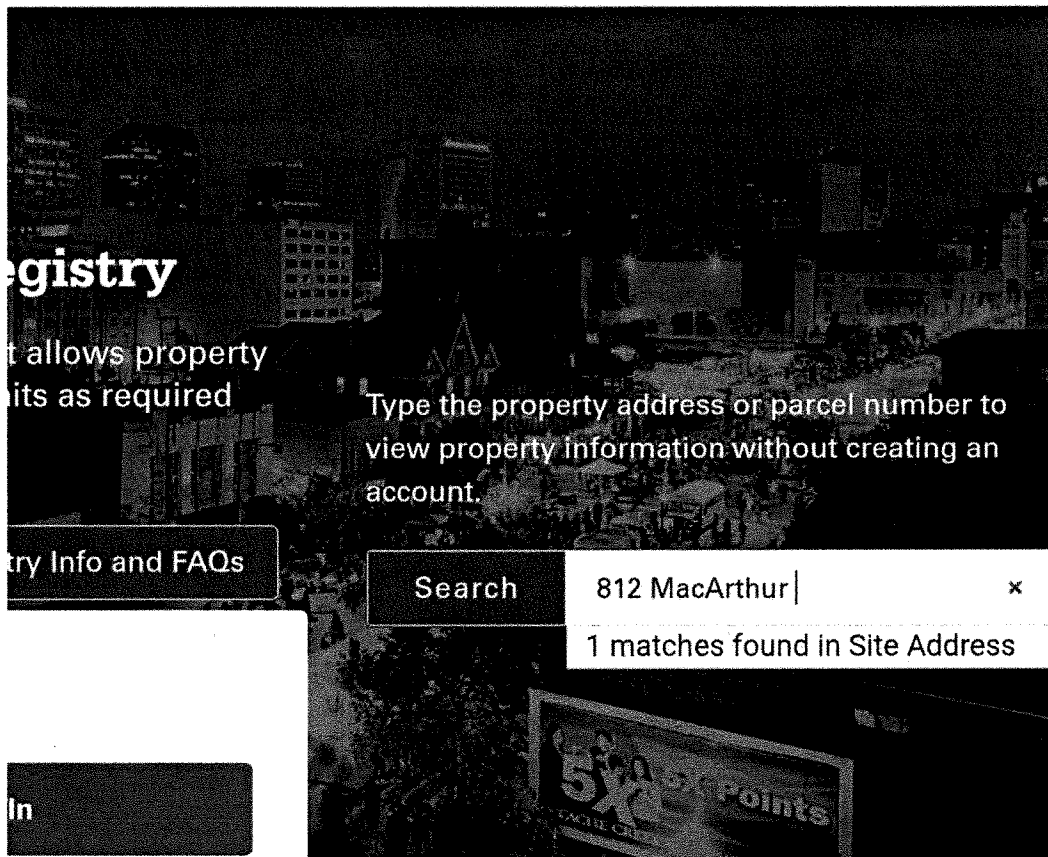
The landlord's refusal to negotiate or accept payment arrangements—despite my good-faith efforts—has placed me under extreme financial and emotional stress. My banking records and communication history demonstrate consistent effort to remain in compliance with my rental obligations during this hardship.

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

  
Sincerely,  
Ernesto Jr. Escobar Nery



gistry.oaklandca.gov



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## Search Results

[← Back](#)



Search Result(s) for 812 MacArthur in Site Address

Items Per Page 12 1-1 of 1



Asset Name /

Number: 037A275505200

Site Address: 6812 MACARTHUR  
BLVD OAKLAND CA 94605 US

[View](#)

Items Per Page 12 1-1 of 1



## Search Results

[← Back](#)



Search Result(s) for 812 MacArthur in Site Address

Asset Name / Number

Site Address

Action

037A275505200

6812 MACARTHUR BLVD OAKLAND CA 94605  
US

[View](#)



10



Items per page

1-1 of 1 items



### Enrollment Summary

Enrollment Summary for 2024-2025

#### Health Plan

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| 1. Health Plan | 1.000 |
| 2. Health Plan | 1.000 |
| 3. Health Plan | 1.000 |
| 4. Health Plan | 1.000 |



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Transactions

Filter

Download

1 results

|                                                                                                                                                                                               |                                                       |            |
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|                                                                                                              | American Family<br>Pay to: American Family<br>Payroll | +1250.00   |
|                                                                                                              | American Family<br>Pay to: American Family<br>Payroll | -61,869.44 |
|                                                                                                              | American Family<br>Pay to: American Family<br>Payroll | -61,319.00 |
|                                                                                                              | American Family<br>Pay to: American Family<br>Payroll | -61,319.00 |
|                                                                                                              | American Family<br>Pay to: American Family<br>Payroll | -61,319.00 |
|                                                                                                              | American Family<br>Pay to: American Family<br>Payroll | -61,319.00 |
|                                                                                                              | American Family<br>Pay to: American Family<br>Payroll | -61,319.00 |
|                                                                                                              | American Family<br>Pay to: American Family<br>Payroll | -61,319.00 |
| <p>Makes the total of your money this season.</p>  <p>Pay your bills. Spend your money. Smart purchases.</p> |                                                       |            |
|                                                                                                            | American Family<br>Pay to: American Family<br>Payroll | -61,319.00 |
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|                                                                                                            | American Family<br>Pay to: American Family<br>Payroll | -61,319.00 |



**RE: Subject: URGENT: Unregistered Unit, Excessive Rent, Retaliatory Eviction – 812 MacArthur Blvd Apt B**

1 message

**Rent Registry** <rentregistry@oaklandca.gov>

Mon, Nov 17, 2025 at 9:35 AM

To: ernesto nery <ernestonery1@gmail.com>

Cc: belleanery@yahoo.com <belleanery@yahoo.com>, Rent Adjustment Program <RAP@oaklandca.gov>, Rent Registry <rentregistry@oaklandca.gov>

Dear Ernesto Nery:

Thank you for contacting the Oakland Rent Adjustment Program's Rent Registration Unit. A review of RAP's rent registry records reflects that to date, no registration submission has been received for the property at 812 MacArthur Boulevard, and that it is currently noncompliant with the registration requirement.

Oakland's rent registration requirement applies to all residential rental units that are covered by either the Oakland Rent Adjustment Ordinance or the Just Cause for Eviction Ordinance.

Generally speaking, the Rent Adjustment Ordinance applies to rental units on multifamily properties built prior to 1983; the Just Cause for Eviction Ordinance applies to most rental units that were built more than 10 years ago. Alameda County records indicate that 812 MacArthur Boulevard is a two-unit property built prior to 1983. Therefore, any rental unit on the property is likely subject to both the Oakland Rent Adjustment Ordinance and the Just Cause for Eviction Ordinance, and thus the rent registration requirement.

Owners of unregistered properties may not 1) serve rent increases, 2) file rent increase petitions with RAP, or 3) respond to tenant petitions filed with RAP. Furthermore, failure to register is an affirmative defense in most eviction actions, including nonpayment of rent.

RAP will reach out to this owner regarding rent registration.

Regarding your questions regarding rent overcharge and legal resources: Please follow up with a RAP housing counselor at [rap@oaklandca.gov](mailto:rap@oaklandca.gov), or via telephone at 510-238-3721, during RAP's normal business hours, Monday-Thursday, 9:30 am-4:30 pm. You can also request an appointment with a housing counselor at <https://apps.oaklandca.gov/rapapptreq/>.

Sincerely,

**Allison Pretto | Project Manager**

Housing and Community Development | Rent Adjustment Program

250 Page 18. Ogawa Plaza, Suite 5313 | Oakland, CA 94612

812 MacArthur Blvd • Evidence Packet 17

**000173**

**From:** ernesto nery <ernestonery1@gmail.com>

**Sent:** Sunday, November 16, 2025 5:50 PM

**To:** Rent Adjustment Program <RAP@oaklandca.gov>; Rent Registry <rentregistry@oaklandca.gov>

**Cc:** belleanery@yahoo.com

**Subject:** Subject: URGENT: Unregistered Unit, Excessive Rent, Retaliatory Eviction – 812 MacArthur Blvd Apt B

 You don't often get email from ernestonery1@gmail.com. Learn why this is important

Dear Oakland RAP Team,

I am a tenant at 812 MacArthur Blvd Apt B, Oakland CA 94605, and have paid \$4,300/month since June 2023. My landlord, Henry Ekwoke, is attempting to evict me from a property that appears unregistered with the Rent Adjustment Program. Please see attached screenshots of the RAP portal search, which confirms no records for this address.

Since being laid off in June 2025, I have continued paying rent with support from my sister Annebelle Nery (CC'd), who has contributed thousands of dollars monthly via PayPal to assist in housing stability. We offered partial rent while requesting a reduction or payment plan, which was rejected. I have attached the following evidence:

Attached:

PDF of communication with landlord showing rent demand, rejection of payment plan, and threats of eviction

RAP portal search results showing no registered unit for 812 MacArthur Blvd Apt B

PayPal + Zelle screenshots verifying rent payments and financial assistance

Declaration of Financial Hardship

I am formally requesting:

1. Immediate investigation into the registration status of 812 MacArthur Blvd Apt B
2. Protection from eviction under Oakland's Rent Adjustment Ordinance (OMC 8.22)
3. Assistance with a complaint and repayment petition for rent overcharges exceeding \$100,000

4. Referral to legal aid resources for court representation if necessary

Please confirm receipt of this complaint and advise of the next steps.

Sincerely,

Ernesto Nery

ernestonery1@gmail.com

951-732-4150

**RECEIVED**

**DEC - 9 2025**

**TENANT PETITION – FORMAL SUBMISSION PACKET**  
**RENT ADJUSTMENT PROGRAM**  
**OAKLAND**  
**RENT OVERCHARGE & NONREGISTRATION COMPLAINT**

Prepared by: Ernesto Nery Jr.  
Rental Address: 812 MacArthur Blvd, Oakland, CA 94610  
Landlord: Henry Ekwoge  
Petition Number: 18257  
Date: December 4, 2025

## **I. EXHIBITS**

Exhibit A – Narrative Addendum

Exhibit B – Rent Overcharge Summary

Exhibit C – Declaration of Financial Hardship

Signed 11/17/25 confirming job loss, sister's assistance, and attempted payment plan

Exhibit 1 – Text Message Log (May 31, 2025 – Nov 4, 2025)

Full compiled communication thread demonstrating rent negotiations, landlord refusals, and tenant good faith efforts.

Exhibit 2 – Email from RAP Project Manager (Nov 17, 2025)

Official notice confirming the property is unregistered and landlord is noncompliant.

Exhibit 3 – Tenant's Formal Email Complaint to RAP (Nov 16, 2025)

Filed complaint documenting unregistered unit, excessive rent, and retaliatory conduct.

Exhibit 4 – RAP Portal Search Evidence

Screenshots confirming no registration record for the unit.

Exhibit 5 – Payment Evidence (PayPal, Zelle, etc.)

Exhibit 6 – 2024 Oakland Rent Limits Table

Demonstrates legal rent limits and amount of overcharge.

Exhibit 7 – 2024 Oakland Income Limits Table

Shows tenant eligibility for protections based on income.

Exhibit 8 – City of Oakland Rent Limits – Context for Unlawful Initial Rent

Exhibit 9 – Summary of Housing Service Reductions

Loss included internet, heating limitations, and harassment regarding trash.

Exhibit 10– RAP Petition Form with Narrative Addendum

Tenant explanation submitted alongside petition and Proof of Service

**EXHIBIT A**  
**NARRATIVE ADDENDUM**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge



## **EXHIBIT A — NARRATIVE ADDENDUM**

### **1. Introduction and Move-In Background**

I began renting the unit at 812 MacArthur Blvd, Apt B, in June 2023. At move-in, the landlord, Henry Ekwoke, represented the rental as a fully functional unit with all utilities included. No RAP Notice, tenant rights information, or registration disclosure was provided. I later learned the property had never been registered with the Oakland Rent Adjustment Program (RAP).

Despite this, I consistently paid \$4,300 per month.

### **2. Initial Rent and Terms**

The initial rent of \$4,300 was set without any formal documentation, without registration, and without legally required disclosures. RAP later confirmed that the property is non-compliant and has never been registered.

Because the unit was unregistered, the rent was not established under any lawful framework required by the Rent Adjustment Ordinance.

### **3. Lack of RAP Registration and Required Notices**

Henry's failure to register the unit violated O.M.C. 8.22.510.

Due to non-registration, the landlord is legally prohibited from:

- Issuing rent increases
- Responding to petitions
- Filing petitions
- Initiating eviction actions

RAP confirmed that non-registration is an affirmative defense in most eviction cases, including nonpayment.

### **4. Decreased Housing Services**

#### **A. Internet Service Discontinued**

Internet was originally included. The landlord later discontinued the service without notice or rent reduction, forcing me to pay out of pocket.

#### **B. Restricted Access to Heat / Utility Demands**

The unit gets extremely cold. When I used the central heat, the landlord complained and demanded additional payments of \$300 or more. This discouraged me from using necessary heating and affected habitability.

#### **C. Improper Utility Charges**

Despite utilities being included, Henry attempted to bill me separately for PG&E usage. There was no agreement or legal basis for these charges.

#### **D. Trash Interference**

The landlord repeatedly inspected and rummaged through my trash, accused me of improper recycling, and created a hostile environment. This interfered with my peaceful use of the rental.

### **5. Financial Hardship and Impact**

I was laid off in June 2023 and have experienced financial hardship since then. Despite that, I continued to pay the full \$4,300 rent with assistance from my sister.

The unlawful rent amount and unexpected utility demands caused financial strain and housing instability.

### **6. Landlord Pressure / Attempted Eviction**

Despite being unregistered and prohibited from eviction actions, the landlord attempted to pressure me to vacate and made statements that felt retaliatory.

Because the property is unregistered, he cannot legally evict, pursue rent increases, or enforce rent demands.

### **7. Requested Remedies**

I respectfully request that RAP:

1. Determine that the initial rent was unlawful due to non-registration.
2. Adjust the rent to a lawful amount.
3. Order restitution for rent overpayments.

4. Reduce rent due to decreased housing services.

5. Recognize my financial hardship.

6. Provide any additional relief allowed under the Rent Adjustment Ordinance.

I have attached all supporting documentation, including RAP confirmation of non-registration, payment history, communications with the landlord, and evidence of reduced services.

**EXHIBIT B**  
**RENT OVERCHARGE SUMMARY**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge

## EXHIBIT B — RENT OVERCHARGE SUMMARY

### 1. Unlawful Initial Rent Due to Lack of Registration

The initial rent of **\$4,300 per month** was established while the property was not registered with the Oakland Rent Adjustment Program (RAP). RAP has confirmed in writing that the property has **never** been registered and is currently **non-compliant** with the Rent Adjustment Ordinance.

Because O.M.C. 8.22.510 requires that all covered rental units be registered before rent can be established or increased, the rent was set outside of any lawful framework and is therefore subject to correction by RAP.

### 2. Comparison to City of Oakland Rent Limits

Although my unit is not an officially restricted affordable housing unit, the City's 2024 published rent limits illustrate what Oakland considers reasonable rents.

Typical maximum regulated rents:

- Studio: \$1,000–\$1,800
- 1 Bedroom: \$1,200–\$2,200
- 2 Bedroom: \$1,500–\$2,800
- 3 Bedroom: \$1,800–\$3,300

The \$4,300 monthly rent I was charged is **\$1,000–\$2,500 higher** than even the highest rent limits published by the City for similarly sized units.

This demonstrates that the rent was **excessive and inconsistent** with any recognized standard.

### 3. Missing RAP Notice and Required Disclosures

At move-in, I did not receive any of the documents required by the Rent Adjustment Ordinance, including:

- RAP Notice
- Required tenant rights disclosures
- Registration information
- Explanation of the lawful rent amount

The absence of these documents further supports that the rent was not set legally.

### 4. Rent Overpayment Summary

I paid **\$4,300 per month** throughout the tenancy.

Because the property was not registered and the rent was unlawfully established, all amounts over the lawful rent (to be determined by RAP during review) qualify as **overpayments subject to refund**.

These overpayments, combined with improper additional payment demands, created ongoing financial hardship.

## **5. Requested Remedies**

I respectfully request that RAP:

1. Determine that the initial rent was unlawful.
2. Establish a lawful rent amount for the unit.
3. Order a **refund of rent overpayments** consistent with the Rent Adjustment Ordinance.
4. Apply any additional remedies authorized under O.M.C. 8.22 for non-registration and overcharge violations.

**EXHIBIT C**

**SUMMARY OF DECREASED HOUSING SERVICES**

**Tenant:** Ernesto Jr. Escobar Nery

**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610

**Owner:** Henry Ekwoge

## EXHIBIT C — SUMMARY OF DECREASED HOUSING SERVICES

### 1. Internet Service Discontinued

At the beginning of the tenancy, internet service was included in the rent and provided directly by the landlord. Later, the landlord discontinued the service without notice, explanation, or rent reduction. I was forced to obtain my own internet service at my own cost. This constitutes a **material reduction in housing services**.

### 2. Restricted Access to Heat / Utility Payment Demands

The unit becomes extremely cold without heat. Whenever I used the central heater, the landlord claimed the gas and electricity bills were “too high” and demanded additional payments of \$300 or more for specific months.

This effectively restricted my ability to heat the unit safely and reasonably, which is a **habitability concern** and a reduction in essential housing services.

### 3. Improper Utility Charges

Although the rent was represented as inclusive of utilities, the landlord attempted to bill me separately for PG&E usage in certain months. There was no prior agreement allowing this, nor any legal justification for these charges.

This represents both a **decrease in services** and an **additional financial burden** imposed unlawfully.

### 4. Trash Interference and Hostile Conduct

Trash collection is included in the rent. However, the landlord repeatedly complained about the amount of trash, rummaged through my garbage, and accused me of not sorting recyclables properly.

This conduct interfered with my **quiet enjoyment** of the home and created a stressful and hostile environment. Interference with provided services qualifies as a **decreased housing service** under RAP guidelines.

### 5. Loss of Use of Heating Service Due to Retaliatory Demands

Because of the landlord’s complaints and payment demands, I became fearful of using the heater even when the unit was uncomfortably cold. This reduced my ability to safely enjoy a basic, essential housing service.

### 6. Requested Remedy

I respectfully request that RAP:

1. Determine that housing services were decreased during the tenancy.
2. Adjust the lawful rent downward to reflect the period of decreased services.

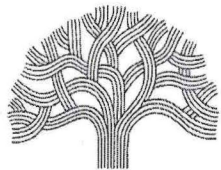


3. Apply a rent reduction for each service removed or interfered with.
4. Consider these reductions in conjunction with the unlawful initial rent and financial hardship issues already presented.

These reductions are supported by RAP regulations and consistent with tenant protections under the Oakland Rent Adjustment Ordinance.

**EXHIBIT D**  
**DECLARATION OF FINANCIAL HARDSHIP**  
**SIGNED 11/17/25 CONFIRMING JOB LOSS, SISTER'S ASSISTANCE, AND**  
**ATTEMPTED PAYMENT PLAN**

**Tenant:** Ernesto Jr. Escobar Nery  
**Rental Address:** 812 MacArthur Blvd, Apt B, Oakland, CA 94610  
**Owner:** Henry Ekwoge



CITY OF OAKLAND

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

For Rent Adjustment Program date stamp.

JAN 27 2026

OAKLAND RENT  
ADJUSTMENT PROGRAMCASE NUMBER T 25-0199**PROPERTY OWNER RESPONSE  
TO TENANT PETITION**

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

**Rental Unit Information**

812 Macarthur Blvd B Oakland, CA 94610  
Street Number Street Name Unit Number Zip Code

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

Type of unit(s) (check one): ☐ Single family home ☐ Condominium ☒ Apartment, room, or live-work CADU  
Number of units on property: 2  
Date acquired property: 6/21/2010

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

**Tenant Information**Name of Tenant Petitioner(s): Ernesto Nery

Date tenant(s) moved into rental unit: 7/30/23 Initial rent amount: \$ 4,300 Is/are tenant(s) current on rent? ☐ Yes ☒ No

**Property Owner Information**

Henry & Stella Ekwoye  
First Name Last Name

Company/LLC/LP (if applicable): \_\_\_\_\_

Mailing address: 812 Macarthur Blvd Oakland, CA 94610Primary Telephone: (510) 290-3397 Other Telephone: \_\_\_\_\_ Email: hekwoye@tuhoo.com**Property Owner Representative** (Check one): ☐ No Representative ☐ Attorney ☐ Non-attorney

First Name Last Name Firm/Organization (if any)

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

## GENERAL FILING REQUIREMENTS

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

| Requirement                                                                                                                                                      | Documentation                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Current Oakland business license                                                                                                        | Attach proof of payment of your most recent Oakland business license.                                                                                                                                                                                                                                                                                                             |
| <input type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee")                                                                              | Attach proof of payment of the current year's RAP Fee for the subject property.                                                                                                                                                                                                                                                                                                   |
| <input type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants | Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below.<br><input type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): _____.<br><input type="checkbox"/> I have never provided a RAP Notice.<br><input type="checkbox"/> I do not know if a RAP Notice was ever provided. |

## 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.)

# 

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.

### 

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

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

| Date tenant given notice of rent increase: | Date rent increase went into effect: | Amount of increase: |    | Did you provide a RAP Notice with the notice of rent increase? |                          | Reason for increase (CPI, banking, or other): |
|--------------------------------------------|--------------------------------------|---------------------|----|----------------------------------------------------------------|--------------------------|-----------------------------------------------|
| (mm/dd/yy)                                 | (mm/dd/yy)                           | FROM                | TO | YES                                                            | NO                       |                                               |
| N/A                                        | N/A                                  | \$                  | \$ | <input type="checkbox"/>                                       | <input type="checkbox"/> | N/A                                           |
|                                            |                                      | \$                  | \$ | <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). | Rent has never been increased. As of October 1, 2025, Tenant payed \$4,300. |
| (A3) A government agency has cited the unit for serious health, safety, fire, or building code violations.                                    | N/A                                                                         |

### 

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. | Housing Services haven't changed. - Internet service is active (see attached Xfinity statement).    |
| (B2) Tenant(s) is/are being unlawfully charged for utilities.                                                                    | - Heaters working well.<br>- Extra charge for utility for 2 months was mutually agreed with Tenant. |

Other due to excessively high P&E bills see current P&E Bill.

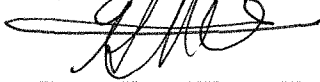
| Tenant Petition Grounds                                                                                                                        | Owner Response |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| (C1) Rent was not reduced after a prior rent increase period for capital improvements.                                                         |                |
| (C2) Owner exemption based on fraud or mistake.                                                                                                |                |
| (C3) Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080 (C)). |                |

Personal Trash: Tenant <sup>continually</sup> violates Waste Management rules despite several reminders. ~~in~~ puts trash in plastic bags in the recycle bin. See attached Photo.

- Had to take ~~out~~ trash out of plastic bags to avoid penalties.

**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

  
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 may send certain documents only electronically and not by first class mail.

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

**MEDIATION PROGRAM**

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

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

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

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

For Rent Adjustment Program date stamp.

**RECEIVED**

**JAN 27 2026**

OAKLAND RENT  
ADJUSTMENT PROGRAM

## PROOF OF SERVICE

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

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

On the following date: 1/26/2026 served a copy of (check all that apply):

☒ **PROPERTY OWNER RESPONSE TO TENANT PETITION** plus 5 attached pages  
(number of pages attached to Response not counting the Response form or *PROOF OF SERVICE*)

☐ Other: \_\_\_\_\_

by the following means (check one):

☒ **United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

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

**PERSON(S) SERVED:**

|                  |                            |
|------------------|----------------------------|
| Name             | Ernesto Nery               |
| Address          | 812 MacArthur Blvd, Unit B |
| City, State, Zip | Oakland, CA 94610          |

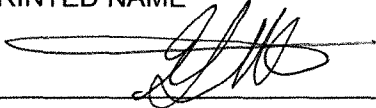
|                  |  |
|------------------|--|
| Name             |  |
| Address          |  |
| City, State, Zip |  |



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

Henry Ekwoje

PRINTED NAME



SIGNATURE

1/26/2026

DATE SIGNED



**CITY OF OAKLAND**

**250 FRANK H. OGAWA PLAZA · 2ND FLOOR · OAKLAND, CA 94612**

Planning and Building Department  
www.oaklandca.gov

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

**CERTIFICATE OF OCCUPANCY**

Finalled on 11/1/2021

Permit Number: RBC1900657

Job Site Address: 812 MACARTHUR BLVD, Oakland, CA 94610

Parcel Number: 023 044001400

Project Description: Legalize conversion of carport and garage into 829 SF new ADU with 2 bedrooms at rear. (E) SFD to be Unit A and new ADU to be Unit B. DRX180594

Related Permits: \_\_\_\_\_

Owner Name and Address: EKWOGHE HENRY N & STELLA M  
812 MACARTHUR BLVD, OAKLAND, CA 94610

Building Use: Single Family Dwelling With Secondary Unit

Type of Construction 1: VB - Combustible Construction; No Fire Rating

Type of Construction 2: \_\_\_\_\_

Occupancy 1: R-3 Residential 1 And 2 Units

Occupancy 2: \_\_\_\_\_

Number of Stories: 1 Number of Dwelling Units: 1

Fire Sprinklers Provided: Yes: \_\_\_\_\_ No: X Reason for Fire Sprinklers: \_\_\_\_\_

Total Number of Parking Spaces 0 Design Occupant Load: N/A

CBC Edition: 2017 Ordinance: 13408

Building code Variances: N/A Zone: RD-2

**SEE ATTACHED FLOOR PLAN**

BUILDING OFFICIAL: Timothy Low

*THIS BUILDING HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED CODES AND ORDINANCES FOR THE OCCUPANCIES AND THE USES DESCRIBED ABOVE, AND OCCUPANCY OF THE PREMISES ONLY FOR SAID PURPOSES IS HEREBY AUTHORIZED.*

*THIS CERTIFICATE SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL, ALTER, OR SET ASIDE ANY OF THE PROVISIONS OR REQUIREMENTS OF ANY LAWS OR CITY OF OAKLAND ORDINANCES NOR SHALL SUCH ISSUANCE THEREAFTER PREVENT REQUIRING CORRECTIONS OF ERRORS OR OF VIOLATIONS OF SAID REGULATIONS, THIS CERTIFICATE IS NOT A LICENSE.*

*A re-issued certificate of occupancy is not a new certificate of occupancy for the purposes of exemption from any state or local law that provides protections to residential tenants such as rent control or eviction control*

By:  For Tim Low Date Issued: 1/24/2023  
INSPECTION SERVICES MANAGER

Copies: ☒ Owner ☐ Assessor ☐ Microfilm ☐ \*Business License

## RENTAL AGREEMENT

1. The parties to this agreement are Henry Ekwoke, hereinafter called "landlord," and Ernesto Nery, hereinafter called "tenant." If landlord is the agent of the owner of said property, the owner's name and address is: 812 MacArthur Blvd Oakland, CA 94610

2. Property: Landlord hereby lets the following property to tenant for the term of this agreement: (a) the real property known as:

812B MacArthur Blvd.

And (b) the following furniture and appliances on said property: Refrigerator, stove, microwave, dish washer, air dryer, coffee maker.

Coffee Maker, Air Dryer, Washer, Dryer.

(Fully Furnished Unit)

One Year

3. Term: This agreement shall run ~~from month to month~~, beginning on:

8/30/23

4. Rent: The monthly rental for said property shall be \$ 4,300, due and payable by check by the 1st day of each month. (Total for 1st month:

\$4,300 + \$1,000 + \$50 + \$287 for 7/30 to 7/31) Total

5. Utilities: Landlord agrees to furnish the following services and/or utilities: (X) = \$5,637 electricity, (X) gas, (X) garbage collection, (X) trash removal, (X) water, Wi-fi (X)

6. Deposits: Tenant will pay the following deposits and/or fees:

① Security deposit: \$1,000 (\$300 deducted for deep cleaning at end of tenancy) To

② Application Fee: \$50 This

amount will be refunded within three weeks following the termination of the tenancy; unpaid rent, charges for damages beyond normal wear and tear, and costs for reasonable cleaning may be deducted.

7. Proper notice must be given before moving: Tenant may terminate occupancy only after giving a **written** full calendar month's notice. This notice must be received before the first day of the month that vacating will take place. This notice must be acknowledged by the Landlord to be effective. Improper, late, partial month, and verbal notices will not be accepted.

In addition, it is agreed:

8. Tenant shall not lease, sublease or assign the premises without the prior written consent of the Landlord (but this consent shall not be withheld unreasonably).

9. Landlord may enter the premises at reasonable times for the purpose of

inspection, maintenance or repair, and to show the premises to buyers or prospective tenants. In *all* instances, except those of emergency or abandonment, the landlord shall give tenant reasonable notice (at least one day) prior to such an entry.

10. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the landlord.

11. Landlord agrees to maintain regularly the building and grounds in a clean, orderly and neat manner. Landlord further agrees upon notice by Tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the premises.

12. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of neighbors. Tenant further agrees not to maintain a public nuisance and not conduct business or commercial activities on the premises.

13. Tenant shall, upon termination of this agreement, vacate and return dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.

14. Additional terms: No smoking in the building. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X 15. The Landlord may request additional payment if electricity bills for the unit exceed \$120/month.

We, the undersigned, agree to this Rental Agreement:

**Tenant (s):**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Landlord:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Recycle bin







# ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Account No: 7164094679-5  
Statement Date: 01/13/2026  
Due Date: 02/03/2026

## Service For:

STELLA EKWOGE  
812 MACARTHUR BLVD UNIT B  
OAKLAND, CA 94610

## Questions about your bill?

Mon-Fri 7 a.m.-7 p.m.  
Saturday 8 a.m.-5 p.m.  
Phone: 1-800-743-5000  
[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

## Ways To Pay

[www.pge.com/waystopay](http://www.pge.com/waystopay)

## Your Account Summary

|                                                  |                   |
|--------------------------------------------------|-------------------|
| Amount Due on Previous Statement                 | \$1,302.80        |
| Payment(s) Received Since Last Statement         | 0.00              |
| <b>Previous Unpaid Balance</b>                   | <b>\$1,302.80</b> |
| Current PG&E Electric Delivery Charges           | \$489.00          |
| Ava Community Energy Electric Generation Charges | 215.40            |

**Total Amount Due by 02/03/2026 \$2,007.20**



**15-Day Notice:** Your bill includes a past due balance total of \$1,302.80. To avoid disconnection of your utility service, please pay a minimum of **\$880.67** on or before 02/03/2026. Failure to pay the full past due balance of \$1,302.80 may result in debt collection efforts. For assistance or to make a payment, please call customer service at 1-800-743-5000.

## Important Messages

**Find Ways to Save.** The combination of colder weather, more time indoors and fewer daylight hours can increase your energy costs. For energy savings tips, visit [www.pge.com/saveenergymoney](http://www.pge.com/saveenergymoney).

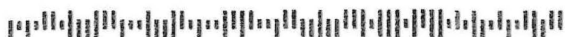
Please return this portion with your payment. No staples or paper clips. Do not fold. Thank you.

99907164094679500000704400000200720



|                     |                     |                   |                  |
|---------------------|---------------------|-------------------|------------------|
| Account Number:     | Due Date:           | Total Amount Due: | Amount Enclosed: |
| <b>7164094679-5</b> | <b>Upon Receipt</b> | <b>\$2,007.20</b> | \$               |

053910059979 1 AB 0.641 326 6328 7



STELLA EKWOGE  
812 MACARTHUR BLVD UNIT B  
OAKLAND, CA 94610

PG&E  
BOX 997300  
SACRAMENTO, CA 95899-7300

000200



Account Number  
8155 40 039 6738955

Billing Date  
Jan 02, 2026

Services From  
Jan 07, 2026 to Feb 06, 2026

Page  
1 of 3

## Hello Henry Ekwoge,

Thank you for choosing Xfinity.

### Your bill at a glance

For 812 MACARTHUR BLVD REAR, OAKLAND, CA, 94610-3827

|                                 |        |                |
|---------------------------------|--------|----------------|
| Previous balance                |        | \$58.88        |
| Credit card payment - thank you | Dec 28 | -\$58.88       |
| <b>Balance forward</b>          |        | <b>\$0.00</b>  |
| Regular monthly charges         | Page 3 | \$59.99        |
| Taxes, fees and other charges   | Page 3 | \$0.89         |
| <b>New charges</b>              |        | <b>\$60.88</b> |

**Amount due \$60.88**

#### ! Thanks for paying by Automatic Payment

Your automatic payment on Jan 27, 2026, will include your amount due, plus or minus any payment related activities or adjustments, and less any credits issued before your bill due date.

#### Need help?

Visit [xfinity.com/customersupport](https://xfinity.com/customersupport) or see page 2 for other ways to contact us.

### Your bill explained

You saved \$37.01 this month with your promotional and loyalty discounts. Please see page 3 of this bill for more details.

- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment



PO BOX 4118  
ENGLEWOOD CO 80155

HENRY EKWOGE  
812 MACARTHUR BLVD  
OAKLAND, CA 94610-3827

Account number **8155 40 039 6738955**

Automatic payment **Jan 27, 2026**

**Please pay \$60.88**

Credit card payment will be applied Jan 27, 2026

COMCAST  
P.O. BOX 60533  
CITY OF INDUSTRY CA 91716-0533

**000201**

[< Back](#)

# Transaction History

## UPCOMING PAYMENTS

|                      |                |                      |
|----------------------|----------------|----------------------|
| <b>Autopay</b>       | <b>\$60.88</b> | <a href="#">&gt;</a> |
| Scheduled for Jan 27 | Visa **** 4947 |                      |

## 2025

|                |                |                      |
|----------------|----------------|----------------------|
| <b>Autopay</b> | <b>\$58.88</b> | <a href="#">&gt;</a> |
| Dec 28         | Visa **** 4947 |                      |

|                |                |                      |
|----------------|----------------|----------------------|
| <b>Autopay</b> | <b>\$58.88</b> | <a href="#">&gt;</a> |
| Nov 28         | Visa **** 4947 |                      |

|                |                |                      |
|----------------|----------------|----------------------|
| <b>Autopay</b> | <b>\$58.88</b> | <a href="#">&gt;</a> |
| Oct 28         | Visa **** 4947 |                      |

|                |                |                      |
|----------------|----------------|----------------------|
| <b>Autopay</b> | <b>\$58.84</b> | <a href="#">&gt;</a> |
| Sep 28         | Visa **** 4947 |                      |



|                |                |   |
|----------------|----------------|---|
| <b>Autopay</b> | <b>\$58.84</b> | > |
| Aug 28         | Visa **** 4947 |   |
| <b>Autopay</b> | <b>\$58.84</b> | > |
| Jul 28         | Visa **** 4947 |   |
| <b>Autopay</b> | <b>\$43.50</b> | > |
| Jun 28         | Visa **** 4947 |   |
| <b>Autopay</b> | <b>\$43.50</b> | > |
| May 28         | Visa **** 4947 |   |
| <b>Autopay</b> | <b>\$43.50</b> | > |
| Apr 28         | Visa **** 4947 |   |
| <b>Autopay</b> | <b>\$43.50</b> | > |
| Mar 28         | Visa **** 4947 |   |
| <b>Autopay</b> | <b>\$43.50</b> | > |
| Feb 28         | Visa **** 4947 |   |
| <b>Autopay</b> | <b>\$43.50</b> | > |
| Jan 28         | Visa **** 4947 |   |

2024

|                |                |   |
|----------------|----------------|---|
| <b>Autopay</b> | <b>\$40.50</b> | > |
| Dec 28         | Visa **** 4947 |   |

|                |                |   |
|----------------|----------------|---|
| <b>Autopay</b> | <b>\$40.50</b> | > |
| Nov 28         | Visa **** 4947 |   |
| <b>Autopay</b> | <b>\$40.23</b> | > |
| Oct 28         | Visa **** 4947 |   |
| <b>Autopay</b> | <b>\$19.15</b> | > |
| Sep 28         | Visa **** 4947 |   |
| <b>Credit</b>  | <b>\$21.35</b> | > |
| Sep 25         |                |   |
| <b>Autopay</b> | <b>\$40.50</b> | > |
| Aug 28         | Visa **** 4947 |   |
| <b>Autopay</b> | <b>\$31.98</b> | > |
| Jul 28         | Visa **** 4947 |   |
| <b>Credit</b>  | <b>\$33.40</b> | > |
| Jun 23         |                |   |
| <b>Credit</b>  | <b>\$33.40</b> | > |
| Jun 21         |                |   |
| <b>Autopay</b> | <b>\$78.54</b> | > |
| May 28         | Visa **** 4947 |   |
| <b>Autopay</b> | <b>\$78.54</b> | > |
| Apr 28         | Visa **** 4947 |   |

**Autopay**

Mar 28

**Payment**

Mar 5

**Autopay**

Jan 28

## 2023

**Autopay**

Dec 28

**Autopay**

Nov 28

**Autopay**

Oct 28

**Autopay**

Sep 28

**Autopay**

Aug 28

**Autopay**

Jul 28

**\$60.52**

Visa \*\*\*\* 1171

|                |                |   |
|----------------|----------------|---|
| <b>Autopay</b> | <b>\$20.97</b> | > |
| Jun 28         | Visa **** 1171 |   |
| <b>Autopay</b> | <b>\$69.83</b> | > |
| May 28         | Visa **** 1171 |   |
| <b>Credit</b>  | <b>\$36.06</b> | > |
| May 28         |                |   |
| <b>Autopay</b> | <b>\$69.83</b> | > |
| Apr 28         | Visa **** 1171 |   |
| <b>Autopay</b> | <b>\$44.49</b> | > |
| Mar 28         | Visa **** 1171 |   |
| <b>Autopay</b> | <b>\$44.49</b> | > |
| Feb 28         | Visa **** 1171 |   |
| <b>Autopay</b> | <b>\$44.49</b> | > |
| Jan 28         | Visa **** 1171 |   |



CITY OF OAKLAND

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

Housing and Community Development Department  
Rent Adjustment Program

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

**Zoom Invitation for RAP Remote Hearing**  
**T25-0199 Nery v. Ekwoe**

To the Parties:

The scheduled Remote Hearing will take place on **Wednesday, February 25, 2026 at 10:00am** and will be held remotely through Zoom. See details below:

Topic: RAP Remote Settlement Conference and Hearing T25-0199 Nery v. Ekwoe  
Time: Feb 25, 2026 10:00 AM Pacific Time (US and Canada)

**Join Zoom Meeting**

<https://us02web.zoom.us/j/87814698826?pwd=D6P7koe7xcZRWrjaBTOnLJgmSaQpoU.1>

Meeting ID: 878 1469 8826

Passcode: 870031

---

**One tap mobile**

[+16694449171,,87814698826#,,,870031#](tel:+16694449171,,87814698826#,,,870031#) US

[+16699009128,,87814698826#,,,870031#](tel:+16699009128,,87814698826#,,,870031#) US (San Jose)

**Join instructions**

<https://us02web.zoom.us/join/87814698826/invitations?signature=MXUIzm86JS-1NLfpUs7D8G6Mg2CY3mXXJkD-pCTJLag>

Respectfully,

Anali Valdez, Program Analyst II  
City of Oakland  
Rent Adjustment Program

**000207**

**PROOF OF SERVICE**  
**Case Number: T25-0199**  
**Case Name: Nery v. Ekwoge**

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

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

**Documents Included:**

Zoom Invitation

**Owner**

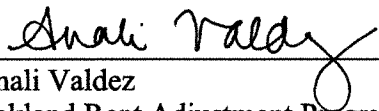
Henry Ekwoge  
812 MacArthur Blvd  
Oakland, CA 94610

**Tenant**

Ernesto Nery  
812 MacArthur Blvd Apt B  
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **January 22, 2026** in Oakland, California.

  
\_\_\_\_\_  
Anali Valdez  
Oakland Rent Adjustment Program

Ernesto Nery  
812 MacArthur Blvd Apt B  
Oakland, CA 94610  
(951) 732 - 4150  
Defendant In Pro Per

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

Henry Ekwoge, ) Case No.: 25CV160520

Plaintiff, )

) NOTICE OF MOTION AND MOTION

vs. ) TO SET ASIDE DEFAULT AND

) DEFAULT JUDGMENT

Ernesto Nery, )

Defendant. )

\_\_\_\_\_ )

NOTICE OF MOTION AND MOTION TO SET ASIDE DEFAULT  
AND DEFAULT JUDGMENT

### **1. NOTICE OF MOTION**

or as soon thereafter as the matter may be heard in Department 511

of the above-entitled court, Defendant Ernesto Nery will and hereby does move the Court for an order setting aside the default and default judgment entered on February 23, 2026.

### **2. LEGAL AUTHORITY**

This motion is brought pursuant to California Code of Civil Procedure §473(b) on the grounds of excusable neglect, mistake, inadvertence, and surprise. Defendant also seeks relief under CCP §473(d) to the extent the default judgment is void due to procedural defects.

### **3. GROUNDS FOR RELIEF**

Defendant did not intentionally fail to appear at trial.

On the morning of the scheduled trial, Defendant was unable to appear due to circumstances beyond his control. Defendant acted promptly upon learning of the default and has diligently sought relief from the Court. Defendant has meritorious defenses to the action.

### **4. MERITORIOS DEFENSE**

Defendant has valid defenses, including:

The 3-Day Notice demanded an incorrect amount;

Non-rent charges were included in the notice;

The unlawful detainer action was filed prematurely;

The property was not registered with the Rent Adjustment Program;

Habitability violations exist.

1. A physician's verification of absence is attached as Exhibit A.
2. I acted promptly upon learning that a default had been entered against me.
3. I have meritorious defenses to this action, including defects in the 3-Day Notice, improper rent calculations, and regulatory compliance issues.

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

Executed on February 24, 2026  
Oakland, California



## DECLARATION OF ERNESTO NERY

I, Ernesto Nery, declare:

1. I am the Defendant in this action.
2. I was unable to appear at the scheduled trial on February 23, 2026.
3. On the date of the trial, I was experiencing illness and medical symptoms that prevented my attendance. I was advised to isolate and avoid public contact.
4. My failure to appear was not intentional.
5. I acted promptly upon learning that a default had been entered against me.
6. I have meritorious defenses to this action, including defects in the 3-Day Notice, improper rent calculations, and regulatory compliance issues.

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

Executed on February 24, 2026  
Oakland, California

Ernesto Nery  
Defendant In Pro Per

## **Exhibit Index**

Exhibit A – Premature UD Filing Evidence

Exhibit B – RAP Non Registration Declaration

Exhibit C -Code Violations & Habitability Issues

Exhibit D – Rent Ledger Discrepancies

Exhibit E – Notice Deficiencies

Exhibit F -Medical/Excusable Neglect Evidence

# EXHIBIT A

Plaintiff filed the unlawful detainer action before the expiration of the statutory notice period required under CCP §1161. Because the notice period had not expired, no unlawful detainer existed at the time of filing, rendering the complaint premature and legally defective.

### **Kwok v. Bergren (1982)**

Courts held that filing before notice expiration renders the action premature and subject to dismissal.

### **Borsuk v. Appellate Division (2015)**

Confirms strict compliance with notice requirements is mandatory in UD actions.

Per POS submitted on behalf of Plaintiff by Kristie Morales UD was mailed December 10, 2025, extending the notice period from 5 days to 10 days.

Per UD-100, filing date is December 19, 2025.

Day Count

Dec 11 Day 1

Dec 12 Day 2

Dec 13–14 weekend (skip)

Dec 15 Day 3

Dec 16. Day 4

Dec 17. Day 5

Dec 18. Day 6

Dec 19. Day 7 UD Filed

Dec 20-21. Weekend (skip)

Dec 22. Day 8

Dec 23. Day 9

Dec 24. Day 10

**PROOF OF SERVICE BY MAIL**

HEARING DATE: TIME:

I am over the age of 18 and not a party to this action. I am employed in

I served copies of the 3 or 30 Day Notice to Pay Rent to surrender Poss

By placing a true copy thereof enclosed in a sealed envelope, with First States Mail at Fairfield, California, addressed as follows.

a. Date of Mailing: December 10, 2025

b. Place of Mailing: Fairfield, CA

c. Addressed as follows: Ernesto Nearly and Any and All Occu  
812 MacArthur Blvd., Unit B  
Oakland, CA 94610

**SUM-130**

**FOR COURT USE ONLY**  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Alameda  
12/19/2025

Chad Finko, Executive Officer / Clerk of the Court

By: M. Sok Deputy

to demandado. Si no responde dentro de 5 días,  
tir un fallo en su contra sin una audiencia. Una  
esta citación y papeles legales, solo tiene 5  
ado y domingo y otros días feriados del tribunal  
respuesta por escrito en este tribunal y hacer que  
a el demandante. Si la presente citación le ha  
de del momento de dimisión.

000214



|                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>CAUTION</b><br/> <b>-DESALOJO)</b></p>                                        | <p style="text-align: right;">SUM-130</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p><b>DETAINER / FORCIBLE ENTRY</b><br/> <b>CIÓN FORZOSA / ENTRADA FORZOSA)</b></p> | <p style="text-align: center;">FOR COURT USE ONLY<br/>         (SOLO PARA USO DE LA CORTE)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p><b>DETAINER / FORCIBLE ENTRY</b><br/> <b>CIÓN FORZOSA / ENTRADA FORZOSA)</b></p> | <p style="text-align: center;"><b>ELECTRONICALLY FILED</b><br/>         Superior Court of California<br/>         County of Alameda<br/> <b>12/19/2025</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p><b>DETAINER / FORCIBLE ENTRY</b><br/> <b>CIÓN FORZOSA / ENTRADA FORZOSA)</b></p> | <p style="text-align: center;">Clerk of the Court, Executive Officer / Clerk of the Court<br/>         By: <u>M. Sok</u> Deputy</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>DETAINER / FORCIBLE ENTRY</b><br/> <b>CIÓN FORZOSA / ENTRADA FORZOSA)</b></p> | <p><b>AVISO!</b> Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante. Si le presento citación le ha sido entregado a través del programa de dirección confidencial del Secretario del Estado Seguro en Casa, tiene 10 días después de la fecha de entrega, sin contar sábado y domingo y otros días feriados del tribunal, para responder.</p> <p>Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (<a href="http://www.sucorte.ca.gov">www.sucorte.ca.gov</a>), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presente su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.</p> <p>Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados.</p> |

Ernesto N. Meziane, Esq., SBN: 159652  
333 Hegenberger Road 311  
Oakland, CA 94621  
TEL: PHONE No. (510) 828-0400  
FAX No. (510) 828-0500  
E-MAIL ADDRESS (Optional): kcmmeziane@ernezianelaw.com

Attorney for: \_\_\_\_\_  
Fid No. or File No.: \_\_\_\_\_

County (Name of Court, and Judicial District and Branch Court):  
\*AAA Affiliate Court - \_\_\_\_\_

Plaintiff: Landlords  
Defendant: Ernesto Nearly and Any and All Occupants

| PROOF OF SERVICE<br>BY MAIL | HEARING DATE: | TIME: | DEPT.: | CASE NO.: |
|-----------------------------|---------------|-------|--------|-----------|
|                             |               |       |        |           |

1. I am over the age of 18 and not a party to this action. I am employed in the county where the  
2. I served copies of the 3 or 30 Day Notice to Pay Rent to surrender Possession for Rent Due on  
3. By placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon  
States Mail at Fairfield, California, addressed as follows:

a. Date of Mailing: December 10, 2025  
b. Place of Mailing: Fairfield, CA  
c. Addressed as follows: Ernesto Nearly and Any and All Occupants  
812 MacArthur Blvd., Unit B  
Oakland, CA 94610

I am readily familiar with the firm's practice for collection and processing of documents for mailing,  
be deposited within the United States Postal Service, on that same day, with postage thereon fully  
California in the ordinary course of business.

Fee for Service: \$ 70.00  
County: Alameda  
Registration No.: 924  
Solano Legal, Inc.  
710 Empire Street  
Fairfield, CA 94533  
(707) 426-6066  
www.solanolegal.net

I declare under penalty of perjury under  
The State of California that the foregoing  
contained in the return of service and  
service fees is true and correct and that it  
was executed on December 10, 2025

Ernesto N. Meziane

3 or 30-DAY NOTICE TO PAY RENT TO SLURDERS POSSESSIONS  
For Rent Due on or After July 15, 2023

TO: **ERNESTO NEARLY**

And All Others in Possession and DOES 1 TO 10, inclusive of the Premises located at:

**812 MACARTHUR BLVD** Street Address Unit: **B**

City: **SMILAND** State: **CALIFORNIA** County: **ALAMEDA** Zip Code: \_\_\_\_\_

X \_\_\_\_\_ Within 3 (Three) days, excluding Saturdays, Sundays and other judicial holidays after service of this Notice upon you:

OR

\_\_\_\_\_ Within 30 (Thirty) days, after service of this Notice upon you (for Premises subject to the CARES Act):

You are hereby required to pay to the undersigned Owner/Agent past due rent for the Premises in the amount of the Total Balance Due, stated below:

| Rent Came Due For   | Through Rental Period | Amount Rent. | Due Date    | Amount   | Balance    |
|---------------------|-----------------------|--------------|-------------|----------|------------|
| Rental Period From: | To:                   | Due          |             | Paid     |            |
| November 1, 2023    | November 30, 2023     | \$ 4300.00   | 11/1, 2023  | \$ 0     | \$ 4300.00 |
| December 1, 2023    | December 31, 2023     | \$ 4300.00   | 12/1, 2023  | \$ 0     | \$ 4300.00 |
| _____, 2023         | _____, 2023           | \$ _____     | _____, 2023 | \$ _____ | \$ _____   |
| _____, 2023         | _____, 2023           | \$ _____     | _____, 2023 | \$ _____ | \$ _____   |
| _____, 2023         | _____, 2023           | \$ _____     | _____, 2023 | \$ _____ | \$ _____   |

**POSTED AND MAILED ON**  
DATE: 12-10-23  
BY: T.M. A.

Total balance Due: \$ **8600.00**

Form provided by this State Bar Rental Binding Association  
is Form 1300 Day Notice or Pay or Harassment (DRN)  
This form is for the exclusive use of current members of the State Bar Rental Binding Association

EBRNA  
ESTATE BAR RENTAL NOTICE ASSOCIATION

  
DRN

# EXHIBIT B

Grant Kirkpatrick (SBN 340043)  
Centro Legal de La Raza  
3400 E. 12th Street  
Oakland, CA  
(510) 994-0715  
gkirkpatrick@centrolegal.org

Attorney for Defendant Ernesto Nery

SUPERIOR COURT OF CALIFORNIA – COUNTY OF ALAMEDA

HAYWARD HALL OF JUSTICE – LIMITED JURISDICTION

HENRY EKWOGE,

Plaintiff,

v.

ERNESTO NEARLY,

Defendant.

Case No.: 25CV160520

DECLARATION OF CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

I, Allison Pretto, declare:

1. I am an employee of the City of Oakland Rent Adjustment Program. I have a thorough knowledge of the record keeping systems and protocols for the City of Oakland Rent Registry.
2. In the regular course of business, the Rent Adjustment Program keeps records of all rental units that have been registered for the City of Oakland's Rent Registry. Documents and notes are organized in our internal system by property address. I have access to all Rent Registry documents in the system.
3. The absence of registration documents from our Rent Registry system for a specific property is a trustworthy indication that there is no active registration for the property.
4. I have reviewed the rent registry system and have found no registration records for the property located at 812 MacArthur Boulevard, Unit B, Oakland, CA 94610.

- 1 5. The absence of rent registration records from our Rent Registry system means that the  
2 property at 812 MacArthur Boulevard, Unit B, Oakland, CA 94610 is not currently  
3 registered with the Rent Registry program, nor was it registered as of December 8, 2025.  
4 6. I declare under penalty of perjury that the foregoing is true and correct.

5  
6 Date: January 16, 2026

*Allison Pretto*

7 Allison Pretto



# EXHIBIT C



## NOTICE OF VIOLATION

### Housing Maintenance

01/27/2026

Issued to (Subject Property Owner(s) as per Alameda County Tax Rolls):

*Certified and Regular Mail*

|                            |                                         |                                                |
|----------------------------|-----------------------------------------|------------------------------------------------|
| EKWOGHE HENRY & STELLA TRS | Code Enforcement Case Number:           | 2507866                                        |
| 812 MACARTHUR BLVD         | Property Address:                       | 812 MACARTHUR BLVD<br>Oakland CA 94610 (Apt B) |
| OAKLAND CA 94610-3827      | Parcel Number:                          | 023 044001400                                  |
|                            | Reinspection Date/ Correction Due Date: | 03/03/2026                                     |

**A Code Enforcement Inspection was conducted on the subject property on 01/26/2026 and confirmed violations of the Oakland Municipal Code (OMC) identified starting on page three (P.3) are present and need to be corrected as specified as "Corrective Actions". A comprehensive list of all identified violations along with photographs (where applicable) are provided starting on page three (P.3).**

To stop further code enforcement action, subject property owner(s) are advised to correct the violations and contact inspector **Jessie Amos**, who is assigned to the code enforcement case, BEFORE the reinspection date shown above to schedule an inspection for verification of compliance. Inspector **Jessie Amos** may be reached via phone at 510-238-4786 and/or email at: [jamos@oaklandca.gov](mailto:jamos@oaklandca.gov).

**The Property Owner is responsible for providing access for the reinspection(s). Failure to provide access on or before the reinspection/correction due date will result in fee charges.**

If it is necessary for tenants to vacate the property for repairs to be made, subject property owner(s) are required to comply with the Code Enforcement Relocation Program: <https://www.oaklandca.gov/resources/code-compliance-relocation-program>

If all violations have not been corrected at the time of re-inspection:

- If a re-inspection verifies that all violations have not been corrected, subject property owner(s) will be charged for inspection(s) and administrative costs that can total \$ \$3,406.09
- Administrative citations may be assessed against the property owner(s) starting on the day of re-inspection and continuing until all violations are corrected. Citations are **\$100** the first day, **\$250** the second day, and **\$500** each day thereafter until all violations are cured up to a total of **\$5,000**.
- A property seller's failure to disclose material facts related to the property does not alter the current property owner's obligation to comply with the identified code violations. This is true regardless of whether the buyer knew the conditions when they purchased the property.
- The property may be declared a public nuisance.
- Property Blight may be corrected by the City of Oakland with City contractors, and subject property owner(s) will be charged for all costs (contracting and administrative) associated with the clean-up.
- The Notice of Violation may be recorded on the property title with associated fees for processing and recording

**NOTE: If a complaint is filed regarding the same or similar violation(s) and confirmed by a City of Oakland inspector within 24 months from the date of this notice an immediate assessment of \$1,967.97 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after receipt of a Re-Inspection Notice, all future enforcement actions(s) will be assessed additional fees until the violation(s) are corrected.**

You have the right to appeal this notice of violation, please review Appeal information on Page(2).







## Appeal Information

|                   |                                     |                   |         |
|-------------------|-------------------------------------|-------------------|---------|
| Property Address: | 812 MACARTHUR BLVD Oakland CA 94610 | Complaint Number: | 2507866 |
|-------------------|-------------------------------------|-------------------|---------|

**Property Owner(s) have the right to appeal** this Notice of Violation. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

To appeal any violations described in this Notice of Violation, complete the enclosed Violation Appeal form, and submit it as described below with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. To appeal a Major Zoning violation(s), submit the enclosed Appeal form requesting a Zoning Determination by the Zoning Manager. The supporting documentation to the Zoning Manager should explain a) why the use of the property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code, Title 17.

**The Appeal Deadline is: 02/17/2026** Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, and the Property Owner Certification on record.

**Applicable to all appeals:** The Bureau of Building must receive the written appeal by the Appeal Deadline, or the subject property owner(s) will waive their right to and administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of the intention to appeal, a written appeal postmarked but not received by the City of Oakland within the prescribed deadline or a written appeal received by the City of Oakland without a filing fee are not acceptable and will be rejected.

If subject property owner(s) choose to file an appeal for Property Maintenance (Blight), Building Maintenance (Housing) and/or Minor Zoning violations, no further action can be taken by Code Enforcement Services with respect to these violations until the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 150.08.100 and a Final Decision is determined. An appeal will be scheduled within **60 days** from the end of the appeal period.

If subject property owner(s) choose to file an appeal for Major Zoning violations, the Zoning Manager will issue written decision within **45 days** from the end of the appeal period. If subject property owner(s) disagree with the decision, they may appeal to the Planning Commission within **10 days** from the written decision. Unless special circumstances require otherwise, subject property owner(s) will be required to work with the Bureau of Building to resolve the Building Code violations (s) and any Minor Zoning Violation(s) during the Major Zoning appeal process.

### Appeal Fees

For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals: A filing fee in the amount of **\$302.64** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

For Zoning Determinations/Appeals of Major Zoning violations: A filing fee in the amount of **\$512.93** is due at the time of submittal in the manner described above. Additionally, a **\$230.65** per hour fee will be assessed as needed to complete the review of the determination. The determination fee is not refundable once the letter has been issued, regardless of outcome.

Attached as applicable:

- |                                                                            |                                                                           |                                                                     |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Blight brochure                                   | <input checked="" type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure            |
| <input checked="" type="checkbox"/> Property Owner Certification           | <input type="checkbox"/> Mold and Moisture brochure                       | <input type="checkbox"/> Pushcart Food Vending brochure             |
| <input type="checkbox"/> Lead Paint brochure                               | <input type="checkbox"/> Undocumented Dwelling Units brochure             | <input type="checkbox"/> Smoke Alarms brochure                      |
| <input type="checkbox"/> Permit Center Brochure                            | <input type="checkbox"/> Stop Work brochure                               | <input type="checkbox"/> Condominium Conversion brochure            |
| <input type="checkbox"/> Housing - Relocation Assistance Program           | <input type="checkbox"/> Investor-Owned Property brochure                 | <input type="checkbox"/> Foreclosed and Defaulted Property brochure |
| <input type="checkbox"/> Description of Property Maintenance Code Sections | <input type="checkbox"/> Major and Minor Zoning Violation Descriptions    |                                                                     |

cc:

|  |
|--|
|  |
|  |

Sincerely,  
/s/Jessie Amos

Specialty Combination Inspector  
Planning and Building Department



**15.08.230 N Walls and ceilings of habitable rooms in residential buildings or structures shall be finished, sealed, coated, or covered in an approved manner. Approved materials shall be applied as required to maintain surfaces clean and sanitary. Exterior walls or portions thereof and floors of habitable rooms below surrounding finished grade level shall be maintained waterproof. Walls of courts and vent shafts shall be painted and maintained light-colored**

**STATUS:** No Pass

**COMMENTS:** Location: The bedroom left side above the outlet

Description: damaged wall has a hole in it.

Corrective Action: Maintain walls and ceilings are required by code.  
Repair or replace.



# EXHIBIT D

January 23, 2026

Dear Henry Ekwoge,

I am a tenant residing at **812 MacArthur Boulevard, Apartment B, Oakland, California**. This letter serves as **formal written notice** of serious habitability and safety violations in my rental unit, including but not limited to the following:

**Electrical and Fire Hazards**

- Electrical outlets intermittently losing power and visibly warped
- Burning odors coming from outlets
- Refrigerator connected to the same 120-volt circuit as living room receptacles (15-amp circuit)
- Garbage disposal sharing a 120-volt circuit with the bedroom heater, resulting in short-circuiting and failure
- Microwave failure due to being on the same circuit as bathroom receptacles
- Washer/dryer on the same circuit as kitchen countertop receptacles, causing dryer short-circuiting
- Circuit breaker configuration that does not comply with code and presents a fire risk

**Plumbing and Moisture Concerns**

- Black particles and debris coming from the bathtub and shower
- Potential moisture intrusion and mold conditions

**Heating and Insulation**

- Lack of adequate insulation in walls and around windows
- Exposure to extreme cold and indoor temperatures falling below 68°F

**Bathroom Safety**

- Bathroom light fixture located within 3 feet horizontally and 8 feet vertically of the tub/shower area and not rated for damp or wet locations

These conditions pose a **serious fire and safety risk** and have been reported to the **City of Oakland** for inspection and enforcement.

I have previously requested repairs on multiple occasions. To date, these conditions remain unresolved.

I have now:

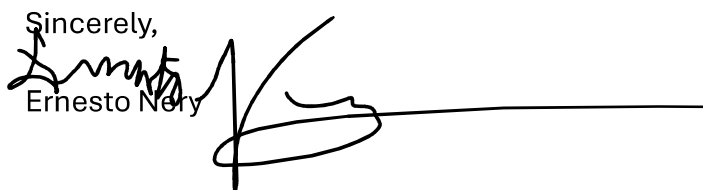
- Requested a City inspection
- Opened an enforcement case with the City of Oakland
- Applied for the City's **Code Compliance Relocation Program (CCRP)**

This letter is provided to formally notify you of the above conditions and of the City's involvement.

I remain available to provide access for inspection and repair upon reasonable notice.

Please consider this letter formal notice of these habitability and safety violations.

Sincerely,

  
Ernesto Nery

**000224**



# EXHIBIT A

## SUMMARY OF DISPUTED CHARGES & LEASE IRREGULARITIES



**TOTAL IMPROPER UTILITY CHARGES: \$500**

### KEY ISSUE SUMMARY

Utilities included in lease but billed separately

Lease terms altered without tenant consent

Screening fee not itemized as required by law

Deposit deduction clause conflicts with California law

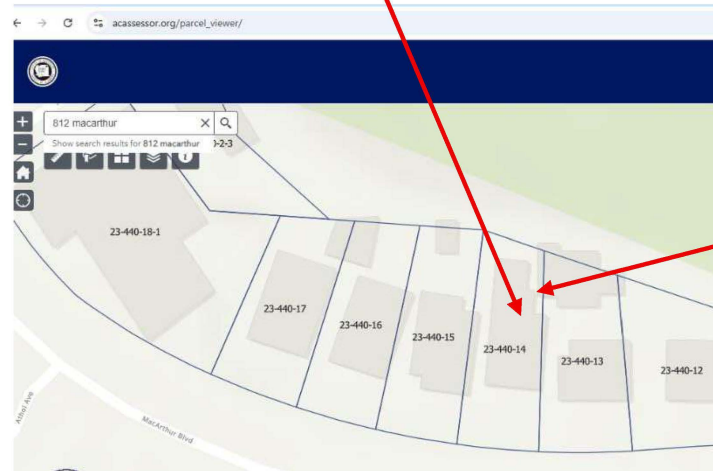
Charges not supported by transparent accounting

Insufficient Trash Can, One 32 Gallon for both the main home and the ADU



| <u>Date / Period</u> | <u>Charge / Issue</u>                         | <u>Amount</u> | <u>Lease Provision</u>                | <u>Legal Issue</u>                                       | <u>Authority</u>          |
|----------------------|-----------------------------------------------|---------------|---------------------------------------|----------------------------------------------------------|---------------------------|
| July 30–31, 2023     | Prorated rent calculation not disclosed       | \$287         | Lease does not state proration method | Rent terms unclear; calculation method undisclosed       | Civil Code §§1947, 1670.5 |
| Application (2023)   | Screening/application fee without itemization | \$50          | No receipt or cost breakdown provided | Must reflect actual cost & be itemized                   | Civil Code §1950.6(b)-(c) |
| Lease provision      | Automatic \$300 deduction from deposit        | \$300         | Deposit labeled automatic deduction   | Deposits must be refundable subject to lawful deductions | Civil Code §1950.5        |
| Move-in (2023)       | Security deposit collected                    | \$1,000       | Subject to lawful deductions only     | Deposit handling requirements                            | Civil Code §1950.5        |
| Mar-24               | PG&E charge                                   | \$250         | Utilities included in lease           | Separate billing contradicts lease                       | Civil Code §§1638, 1636   |

| Date / Period      | Issue                                   | Lease Provision                                                    | Legal Issue                                 | Authority                                         | Date / Period | Issue                              | Evidence                          | Legal Relevance                   |
|--------------------|-----------------------------------------|--------------------------------------------------------------------|---------------------------------------------|---------------------------------------------------|---------------|------------------------------------|-----------------------------------|-----------------------------------|
| 2024–2026          | Dryer non-functioning                   | Dryer included in lease                                            | Failure to provide required housing service | Civil Code §§1638, 1941                           | Ongoing       | Landlord holding/intercepting mail | USPS hold records, missing mail   | Federal mail obstruction statutes |
|                    |                                         |                                                                    |                                             |                                                   | Ongoing       | Shared parcel & address confusion  | Property records, delivery errors | Delivery interference             |
|                    |                                         |                                                                    |                                             |                                                   | Ongoing       | Mail placed in shared receptacles  | Photos / statements               | Privacy & delivery violations     |
| 2024–2026          | Microwave non-functioning               | Provided appliance                                                 | Habitability & maintenance failure          | Civil Code §1941                                  |               |                                    |                                   |                                   |
| 2024–2026          | Garbage disposal non-functioning        | Provided fixture                                                   | Maintenance & sanitation issue              | Civil Code §§1941, 1941.1                         |               |                                    |                                   |                                   |
|                    |                                         |                                                                    |                                             | Civil Code §1941.1; Health & Safety Code §17920.3 |               |                                    |                                   |                                   |
| 2024–2026          | Intermittent electrical power           | Electrical service required                                        | Unsafe electrical condition                 | Health & Safety Code §17920.3                     |               |                                    |                                   |                                   |
| Inspector citation | Code violations documented              | N/A                                                                | Official notice of habitability defects     | Health & Safety Code §17920.3                     |               |                                    |                                   |                                   |
| 19-Feb-26          | Indoor temp below habitability standard | CA Law Requires minimum 70 degrees in doors without use of heater. | Photo showing 65.6°F interior               | SF Housing Code §701; Civil Code §1941.1          |               |                                    |                                   |                                   |

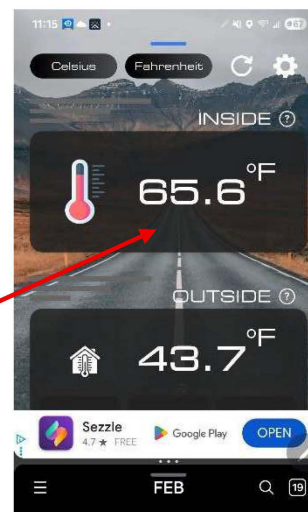


Parcels - 812 MACARTHUR BLVD OAKLAND 94610

[Open in Google Maps](#)  
[Parcel Information](#) | [Tax Information](#)

### Details

APN Book Number: 23  
 APN Page Number: 440  
 APN Parcel Number:  
 Sort Parcel: 023 044001400  
 Parcel Number: 23-440-14  
 TRA Primary (City): 17  
 Land Value: \$148,046.00  
 Improvement Value: \$420,896.00  
 CLCA Land Value: \$0.00  
 CLCA Improvement Value: \$0.00  
 Homeowner's Exemption: \$7,000.00  
[Zoom to](#)





# EXHIBIT E

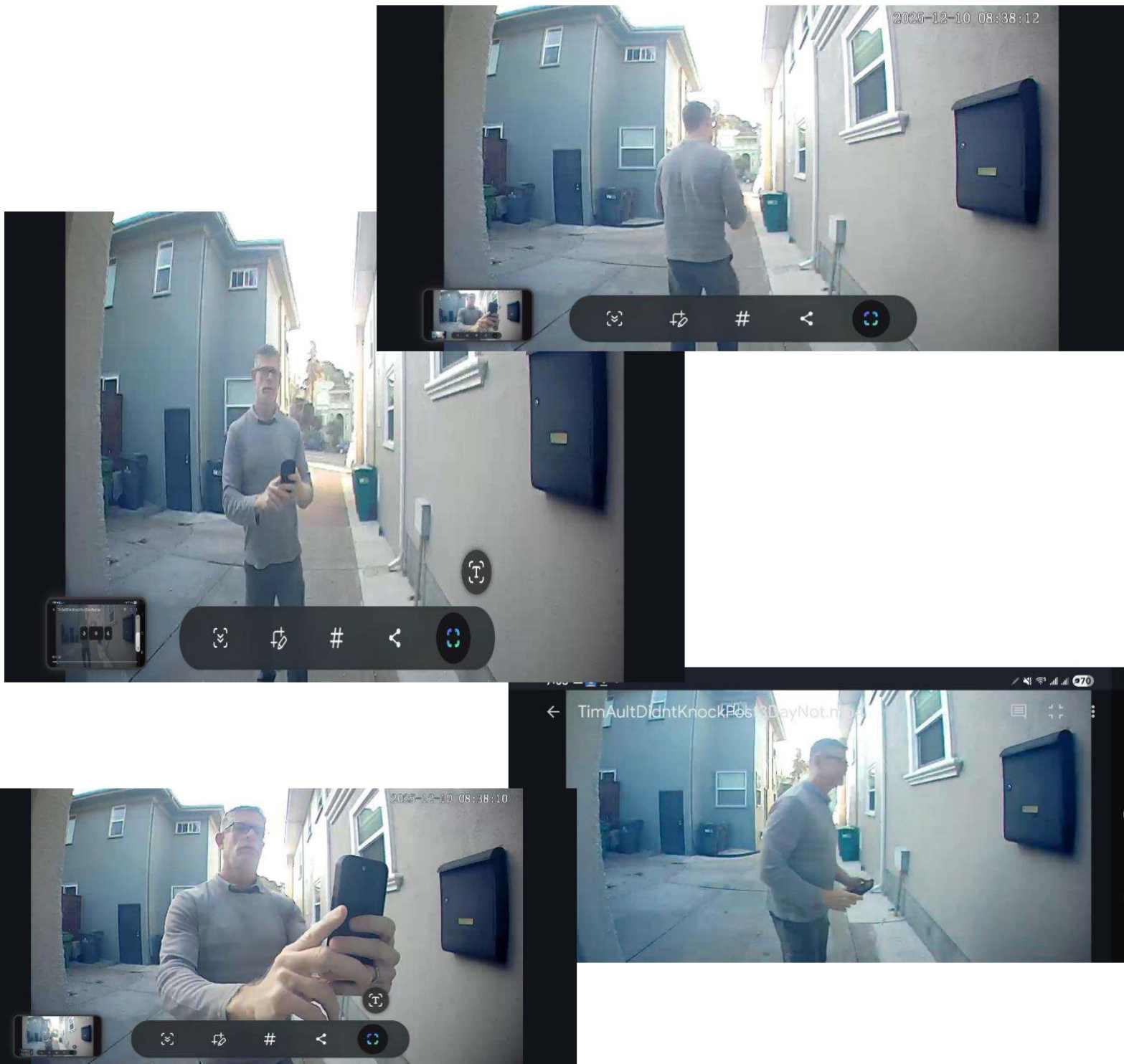
Moises Altunar-Hernandez made claim per POS-010 they made attempts to serve the Unlawful Detainer on 12/27/2025 at 2:37PM 12/30/2025 at 7:57AM, 1/3/2026 at 8:09PM. I confirm I was home on the aforementioned dates and times, no one attempted service during those dates and times. On 1/6/2026, Moises made a claim that they served a woman at my door at 8:42pm. The pictures below are from the footage taken during the time and date in question, the video confirms the documents were not handed to anyone.



Per POS - 010, Mr Tim Ault makes a claim that they attempted to serve the documents claiming there was no person of suitable age or discretion found at any place or residence on 12/10/25. The pictures are from the video footage of Tim Ault on the aforementioned date and time, the video confirms no attempt was made to hand the documents to anyone.

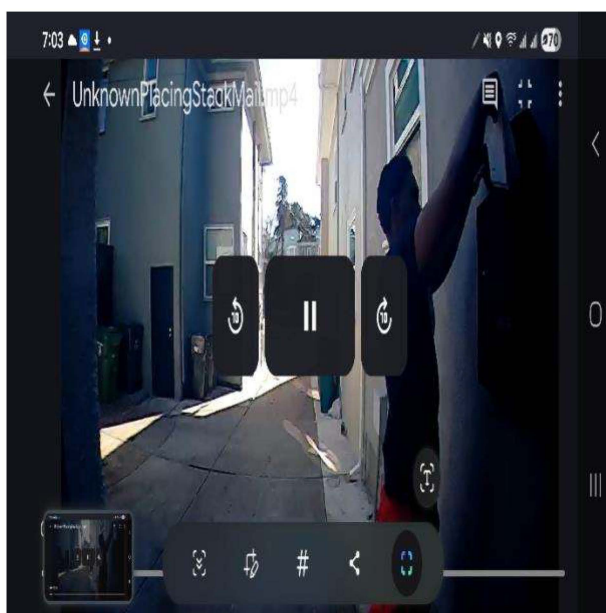
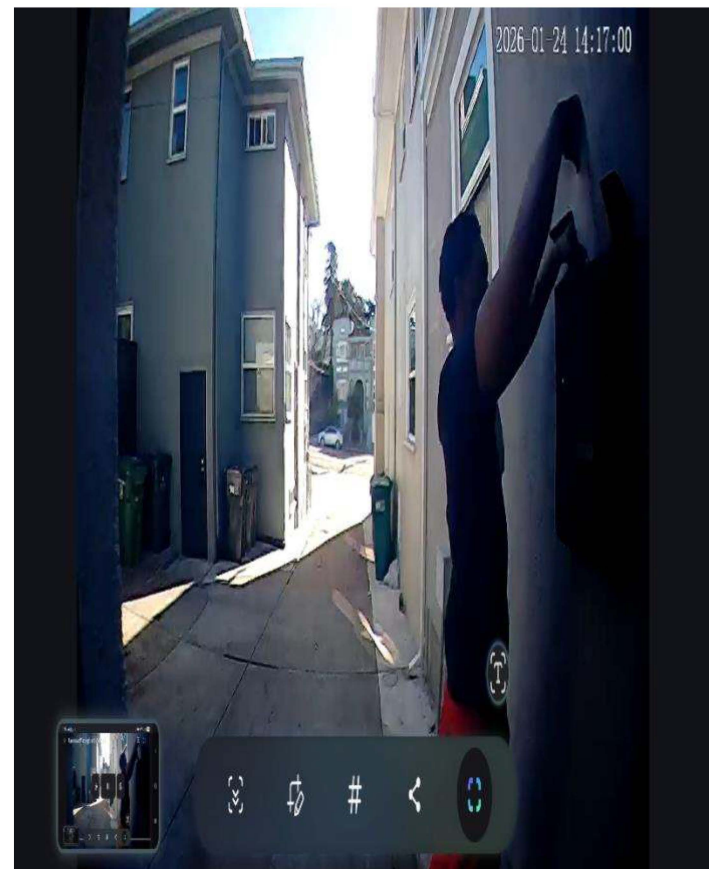
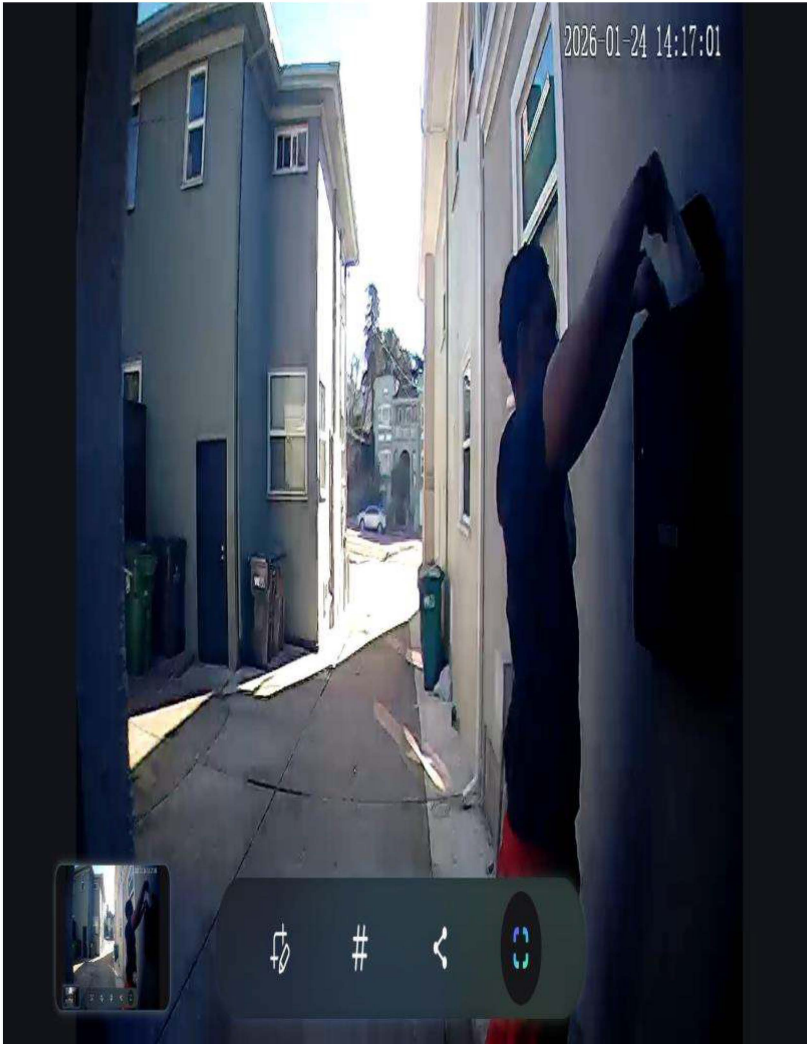
000228

Kristie Moralez made a claim per POS that the 3 day notice was mailed to my address on 12/10/2025. I did not receive the 3 day notice by mail. I reviewed USPS Informed Delivery, and no mail from Fairfield nor a 3 day notice was delivered to me by mail. However, I had been exper





USPS Mail Theft Division, footage shows an unknown individual, not USPS, delivering a stack of mail that went weeks without delivery. I made attempts to place my mail on hold, only to learn that there is only one Parcel number associated with 812 Macarthur Blvd and 812B Macarthur Blvd. The Parcel number is 23-440-14 is the only parcel number attached to both properties and makes it clear why mail addressed to me ends up at Mr. Ekwoge's home.



000230

# EXHIBIT F







|                                                                  |                                   |
|------------------------------------------------------------------|-----------------------------------|
| PLAINTIFF: <u>Henry Ekwoge</u><br>DEFENDANT: <u>Ernesto Nery</u> | CASE NUMBER:<br><u>25CV160520</u> |
|------------------------------------------------------------------|-----------------------------------|

3. g. ☐ By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
- h. ☒ Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):  
 (Also, briefly state in item 3t the facts showing violation of the ordinance.)
- i. ☒ Plaintiff's demand for possession is subject to the Tenant Protection Act of 2019, Civil Code section 1946.2 or 1947.12, and is not in compliance with the act. (Check all that apply and briefly state in item 3t the facts that support each.)
- (1) ☐ Plaintiff failed to state a just cause for termination of tenancy in the written notice to terminate.
- (2) ☐ Plaintiff failed to provide an opportunity to cure any alleged violations of terms and conditions of the lease (other than payment of rent) as required under Civil Code section 1946.2(c).
- (3) ☐ Plaintiff failed to comply with the relocation assistance requirements of Civil Code section 1946.2(d).
- (4) ☐ Plaintiff has raised the rent more than the amount allowed under Civil Code section 1947.12, and the only unpaid rent is the unauthorized amount.
- (5) ☐ Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
- j. ☐ Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- k. ☐ Plaintiff seeks to evict defendant based on an act—against defendant, defendant's immediate family member, or a member of defendant's household—that constitutes domestic violence, sexual assault, stalking, human trafficking, abuse of an elder or a dependent adult, or a crime that caused bodily injury, involved a deadly weapon, or used force or threat of force. (This defense requires one of the following, which may be included with this form: (1) **a temporary restraining order, protective order, or police report** that is not more than 180 days old; (2) **a signed statement from a qualified third party** (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, psychologist, or a victim of violent crime advocate concerning the injuries or abuse resulting from these acts); or (3) **another form of documentation or evidence that verifies that the abuse or violence occurred.**)
- (1) ☐ The abuse or violence was committed by a person who does not live in the dwelling unit.
- (2) ☐ The abuse or violence was committed by a person who lives in the dwelling unit and defendant claims protection from eviction under Code of Civil Procedure section 1161.3(d)(2).
- l. ☐ Plaintiff seeks to evict defendant based on defendant or another person calling the police or emergency assistance (e.g., ambulance) by or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency when defendant or the other person believed that assistance was necessary.
- m. ☐ Plaintiff's demand for possession of a residential property is based on nonpayment of rent or other financial obligations and (check all that apply)
- (1) ☐ plaintiff received or has a pending application for rental assistance from a governmental rental assistance program or some other source relating to the amount claimed in the notice to pay rent or quit. (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)(2).)
- (2) ☐ plaintiff received or has a pending application for rental assistance from a governmental rental assistance program or some other source for rent accruing since the notice to pay rent or quit. (Health & Saf. Code, §§ 50897.1(d)(2)(B) and 50897.3(e)(2).)
- (3) ☐ plaintiff's demand for possession is based only on late fees for defendant's failure to provide landlord payment within 15 days of receiving governmental rental assistance. (Health & Saf. Code, § 50897.1(e)(2)(B).)
- n. ☐ Plaintiff violated a local COVID-19-related ordinance regarding evictions (briefly state facts describing this in item 3t).
- o. ☐ The property is covered by the federal CARES Act and the plaintiff did not provide 30 days' notice to vacate. (Property covered by the CARES Act means property where the landlord
- is participating in a covered housing program as defined by the Violence Against Women Act (34 U.S.C. § 12491(a));
  - is participating in the rural housing voucher program under section 542 of the Housing Act of 1949 (34 U.S.C. § 12491); or
  - has a federally backed mortgage loan or a federally backed multifamily mortgage loan.)
- p. ☐ Before October 1, 2025, plaintiff improperly applied payments made by defendant in a tenancy that was in existence between March 1, 2020, and September 30, 2021 (Code Civ. Proc., § 1179.04.5), as follows (check all that apply):
- (1) ☐ Plaintiff applied a security deposit to rent, or other financial obligations due, without tenant's written agreement.
- (2) ☐ Plaintiff applied a monthly rental payment to rent or other financial obligations that were due between March 1, 2020, and September 30, 2021, other than to the prospective month's rent, without tenant's written agreement.





|                                |                   |
|--------------------------------|-------------------|
| PLAINTIFF: <u>Henry Ekwu</u>   | CASE NUMBER:      |
| DEFENDANT: <u>Ernesto Nery</u> | <u>25CV160520</u> |

3. q. ☐ Plaintiff refused to accept payment from a third party for rent due. (Civ. Code, § 1947.3; Gov. Code, § 12955.)

r. ☐ Defendant has a disability and plaintiff refused to provide a reasonable accommodation that was requested. (Cal. Code Regs., tit. 2, § 12176(c).)

s. ☒ Other defenses and objections are stated in item 3t.

t. (Provide facts for each item checked above, either below or, if more room needed, on form MC-025):

☒ Description of facts or defenses are on form MC-025, titled as Attachment 3t.

The three-day notice was defective and included amounts not legally recoverable.

The unlawful detainer complaint was filed prior to expiration of the notice period.

Service of notice is disputed.

Habitability issues and city violations affected the premises.

Utility charges and allocation are disputed.

Compliance with local rent ordinance requirements is at issue.

#### 4. OTHER STATEMENTS

a. ☐ Defendant vacated the premises on (date):

b. ☒ The fair rental value of the premises alleged in the complaint is excessive (explain below or, if more room needed, on form MC-025).

☐ Explanation is on form MC-025, titled as Attachment 4b.

c. ☐ Other (specify below or, if more room needed, on form MC-025):

☐ Other statements are on form MC-025, titled as Attachment 4c.

#### 5. DEFENDANT REQUESTS

a. that plaintiff take nothing requested in the complaint.

b. costs incurred in this proceeding.

c. ☐ reasonable attorney fees.

d. ☐ that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.

e. ☐ Other (specify below or on form MC-025):

☐ All other requests are stated on form MC-025, titled as Attachment 5e.

6. ☐ Pages attached (specify number of pages):





|                                                    |                            |
|----------------------------------------------------|----------------------------|
| PLAINTIFF: Henry Ekwoke<br>DEFENDANT: Ernesto Nery | CASE NUMBER:<br>25CV160520 |
|----------------------------------------------------|----------------------------|

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)**

7. (Must be completed in all cases.) An **unlawful detainer assistant** ☒ did not ☐ did for compensation give advice or assistance with this form. If defendant has received **any** help or advice for pay from an unlawful detainer assistant, state

- a. assistant's name: b. telephone number:  
c. street address, city, and zip code:  
d. county of registration: e. registration number: f. expiration date:

(Each defendant for whom this answer is filed must be named in item 1 and must sign this answer unless defendant's attorney signs.)

Ernesto Nery  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF DEFENDANT OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:  
February 23, 2026  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF DEFENDANT)

Date:  
  
(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

Date:  
  
(TYPE OR PRINT NAME)

(SIGNATURE OF DEFENDANT)

## **PROOF OF SERVICE**

I am over the age of 18 and not a party to this action. I am a resident of Alameda County, California.

My business/residential address is:  
812 MacArthur Blvd Apt B  
Oakland, CA 94610

On February 24, 2026, I served the following documents:

**NOTICE OF MOTION AND MOTION TO SET ASIDE DEFAULT AND DEFAULT  
JUDGMENT  
DECLARATION OF ERNESTO NERY  
PROPOSED ANSWER (UD-105)  
EXHIBITS**

### **BY ELECTRONIC SERVICE:**

On February 24, 2026, I transmitted the documents via electronic mail to the following:

I did not receive any error message indicating the transmission was unsuccessful

**Henry Ekwoge**  
812 MacArthur Blvd  
Oakland, CA 94610

**AND**

**K. Charles Emezian, Esq.**  
Emezian & Others  
333 Hegenberger Rd, Suite 503  
Oakland, CA 94621

I did not receive any error message indicating the transmission was unsuccessful

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

Executed on February 24, 2026  
Oakland, California

  
Ernesto Nery



**Urgent: Absence from Eviction Trial - Case No. 25CV160520 - Ernesto Nery**

1 message

**ernesto nery** <ernestonery1@gmail.com>  
To: dept511@alameda.courts.ca.gov

Mon, Feb 23, 2026 at 9:42 AM

Dear Court Clerk,

My name is Ernesto Nery, and I am writing to explain my unforeseen absence from my scheduled eviction trial today, February 23, 2026, for Case Number 25CV160520.

Initially, I thought my symptoms were just a cold and hoped to recover quickly. However, I underwent a telemedicine assessment today, February 23, 2026, and unfortunately received a positive diagnosis for COVID-19. As per medical advice and updated CDC guidelines, I am required to isolate. My physician has indicated that my first day of absence was February 22, 2026, and I am cleared to return on February 25, 2026.

I have attached a "Physician Validation of Absence" from HealthSource Medical Associates, signed by Dr. Aaron Sartin, MD, as documentation of my medical condition and inability to attend court today.

I sincerely apologize for any inconvenience my absence may cause. I am eager to understand the next steps regarding my case. Please advise on how to proceed, including information on rescheduling the hearing or any necessary forms I need to file.

You can reach me by phone at 951-732-4150.

Thank you for your understanding and assistance.

Sincerely,

Ernesto Nery

 **PhysiciansNote.PDF**  
138 KB

Client: ERNESTO NERY JR (7768)

Feb 23, 2026

## Physician Validation of Absence

### To Whom It May Concern:

The patient referenced above completed a telemedicine assessment with us today and was determined to have a positive case of Covid-19 causing temporary absence. Please excuse the patient for being absent on the dates mentioned below. Updated CDC guidelines for COVID-19 patients with mild symptoms are to isolate until there has been at least 24 hours of improving of symptoms and no fever, without the use of fever-reducing medication. When these criteria are met, patients may return without restrictions

First Day of Absence

2/22/2026

Last Day of Absence

2/25/2026

Return to Work Date

2/25/2026

Please contact us with any questions.

Sincerely,

Dr. Aaron Sartin, MD

Attending Physician

NPI: 1609053032

e-signature

Feb 23, 2026

*Aaron Sartin, MD*

Signed by Aaron Sartin, MD on Feb 23, 2026 at 09:15 AM from IP 98.97.32.\*\*\*



# Superior Court of Alameda County Public Portal

## Make a Reservation

### EKWOG vs NEARLY

Case Number: 25CV160520 Case Type: Civil Limited Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)

Date Filed: 2025-12-19 Location: Hayward Hall of Justice - Department 511

### Reservation

|                                             |                                                       |
|---------------------------------------------|-------------------------------------------------------|
| Case Name:<br>EKWOG vs NEARLY               | Case Number:<br>25CV160520                            |
| Type:<br>Motion to Continue Trial Date      | Status:<br>RESERVED                                   |
| Filing Party:<br>Ernesto Nearly (Defendant) | Location:<br>Hayward Hall of Justice - Department 511 |
| Date/Time:<br>03/03/2026 9:30 AM            | Number of Motions:<br>1                               |
| Reservation ID:<br>977630487019             | Confirmation Code:<br>CR-G5KPPTZXMUHYNBWFQ            |

### Fees

| Description                                                       | Fee  | Qty | Amount |
|-------------------------------------------------------------------|------|-----|--------|
| Motion to Continue Trial Date *** Fees Exempted by Fee Waiver *** | 0.00 | 1   | 0.00   |
| Court Technology Fee *** Fees Exempted by Fee Waiver ***          | 1.00 | 1   | 0.00   |
| TOTAL                                                             |      |     | \$0.00 |

### Payment

|                        |                       |
|------------------------|-----------------------|
| Amount:<br>\$0.00      | Type:<br>FEE_WAIVER   |
| Account Number:<br>n/a | Authorization:<br>n/a |
| Payment Date:<br>n/a   |                       |

[Print Receipt](#)[+ Reserve Another Hearing](#)[View My Reservations](#)

000239



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

For Rent Adjustment Program date stamp.

## APPEAL

|                                                                                                             |                                                                               |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Appellant's Name</b><br>Ernesto Nery                                                                     | <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant     |
| <b>Property Address (Include Unit Number)</b><br>812 MacArthur Blvd, APT B, Oakland, CA 94610               |                                                                               |
| <b>Appellant's Mailing Address (For receipt of notices)</b><br>812 MacArthur Blvd, APT B, Oakland, CA 94610 | <b>Case Number</b><br>T25-0199<br><b>Date of Decision appealed</b><br>2/25/26 |
| <b>Name of Representative (if any)</b>                                                                      | <b>Representative's Mailing Address (For notices)</b>                         |

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

1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*

2) Appealing the decision for one of the grounds below (required):

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

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

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

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

I served a copy of: Appeal Form and Explanation in Support of Appeal (insert name of document served)  
☒ And Additional Documents 22 Pages, Proof of Motion, RAP Declaration, Cert of Occup,  
25 Pages Total RAP Exemption Hand, 2nd Unit Build Plans, Carport Build plans  
 and (write number of attached pages) 25 attached pages (not counting the Appeal Form or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

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

|                               |  |
|-------------------------------|--|
| <b><u>Name</u></b>            |  |
| <b><u>Address</u></b>         |  |
| <b><u>City, State Zip</u></b> |  |
| <b><u>Email Address</u></b>   |  |
|                               |  |
| <b><u>Name</u></b>            |  |
| <b><u>Address</u></b>         |  |
| <b><u>City, State Zip</u></b> |  |

**Email Address**

kcemeziem@emeziemlaw.com hekwoqe@yahoo.com

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

**Ernesto Nery**

PRINT YOUR NAME

  
SIGNATURE**02/26/2026**

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.



## **EXPLANATION IN SUPPORT OF APPEAL**

Case No. T25-0199

Property: 812 MacArthur Blvd., Unit B, Oakland, CA

Appellant appeals the February 25, 2026 decision on the following grounds:

### **The Decision Is Inconsistent with OMC Chapter 8.22**

The decision failed to properly apply Oakland Municipal Code Chapter 8.22 regarding registration and exemption requirements.

**No evidence of valid exemption was identified in the decision.**

The Hearing Officer did not cite any specific exemption under OMC 8.22.030 that applies to Unit B.

### **The unit was not registered with the Rent Registry.**

The Declaration of the City of Oakland Rent Adjustment Program Custodian of Records confirms that 812 MacArthur Blvd., Unit B was not registered as of December 8, 2025.

The absence of registration is material under Chapter 8.22 and directly affects the landlord's ability to lawfully pursue enforcement actions.

The decision does not reconcile these facts with the requirements of OMC 8.22.

## **II. The Decision Is Not Supported by Substantial Evidence**

The case record includes:

Evidence that the unit was not registered with the Rent Registry.

Evidence regarding the timing and filing of the unlawful detainer action.

Documentation concerning the status of exemption and occupancy.

Despite this documentation, the decision did not address:

Whether the unit qualified for any specific exemption under OMC 8.22.030.

Whether registration requirements were satisfied.

Whether compliance deficiencies affected the landlord's petition.

Because these material issues were not meaningfully analyzed, the decision is not supported by substantial evidence in the record.

## **III. The Decision Violates Local and State Law**

The failure to apply OMC Chapter 8.22 registration requirements and exemption standards constitutes a violation of local law.

To the extent the decision permits enforcement action without compliance with registration requirements, it undermines statutory tenant protections embedded in Oakland's Rent Adjustment Ordinance.

Appellant reserves all arguments regarding additional state law implications arising from improper notice and procedural compliance

#### **IV. Appellant Was Denied a Sufficient Opportunity to Present Claims**

Appellant submitted documentation including:

Rent Registry non-registration evidence

Planning and occupancy documentation

The decision does not reflect full consideration of these materials.

To the extent that critical issues regarding registration status and exemption were not addressed, Appellant was effectively denied a meaningful opportunity to have these claims considered.

If necessary, Appellant requests that the Board review the audio recording of the hearing, specifically those portions addressing registration status and exemption applicability.

#### **V. Relief Requested**

Appellant respectfully requests that the Board:

Reverse the Hearing Officer's decision; or

Remand the matter for further findings regarding registration compliance and exemption status; and

Direct that the record be reviewed in light of OMC Chapter 8.22 requirements.

#### **VI. Pending Court Motion and Status of Judgment**

Appellant has a pending motion before the Superior Court concerning procedural and substantive defects in the unlawful detainer action, including issues relating to notice compliance and timing of filing.<sup>1</sup>

During the hearing, Appellant was advised that he would be excluded from relief due to the existence of a judgment. However, no final judgment has been entered that would preclude relief or review. The matter remains subject to court determination, and the pending motion directly affects the procedural posture of the case.

Accordingly, reliance on the existence of a judgment as a basis to limit review or relief was premature.

#### **VII. Misinterpretation of Certificate of Occupancy and "New ADU" Classification**

The Hearing Officer relied on the Certificate of Occupancy and planning documentation to support the Owner's position that the unit qualifies as a "new" unit exempt from regulation. However, the Certificate of Occupancy describes the project as:

**"Legalize conversion of carport and garage into 829 SF new ADU."**<sup>2</sup>

This language indicates a **conversion of existing structures**, not ground-up new construction.

---

<sup>1</sup> Exhibit A – Proof

<sup>2</sup> **Exhibit B Planning Approval DRX180594**

Under Oakland Municipal Code 8.22.030(A)(5), a newly constructed dwelling unit must be **entirely newly constructed or created from space that was formerly entirely non-residential** to qualify as new construction exempt from regulation.<sup>3</sup>

The project description reflects conversion of existing structures rather than construction from the ground up. The decision does not analyze whether this conversion satisfies the legal requirements for exemption under Chapter 8.22.

Because the exemption determination rests on the legal classification of the unit, this issue is material and requires further review.

### **VIII. Reliance on Exemption Without Evidence in Record**

The decision accepted the Owner's assertion that the unit qualifies as exempt based on "new construction" status without:

identifying the specific exemption provision applied,

analyzing whether conversion qualifies as new construction under OMC 8.22.030,

reconciling this conclusion with the Certificate of Occupancy language describing a conversion, and

addressing the absence of Rent Registry compliance.<sup>4</sup>

This omission renders the exemption determination unsupported by the record.

### **IX. Appellant Was Denied a Meaningful Opportunity to Be Heard**

Appellant participated in the scheduled hearing after waiting months and preparing documentation and legal arguments.

At the outset of the proceeding, before Appellant was permitted to present evidence or testimony, the Hearing Officer stated that the matter would not be heard and that the hearing would be canceled.

The Hearing Officer indicated two reasons:

1. that Appellant allegedly already had a judgment; and
2. that the unit was exempt from regulation.

Appellant attempted to respond and clarify that:

- a pending court motion affects the procedural status of the case,
- the exemption determination was disputed, and
- the Certificate of Occupancy and planning documents describe a **conversion** rather than new construction.

Appellant was interrupted and directed to stop speaking while the Owner was permitted to respond.

The Hearing Officer then recorded a statement for the record indicating that all parties were present and that the hearing was canceled.

Because the hearing was terminated before Appellant was allowed to present evidence or argument, Appellant was denied a meaningful opportunity to present claims and respond to the Owner's assertions.

### **X. Disputed Interpretation of Exemption Status**

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<sup>3</sup> Exhibit D — Rent Adjustment Program Declaration

<sup>4</sup> Exhibit E – Flyer – RAP -Exemptions

During the proceeding, Appellant read language from applicable regulations regarding exemption eligibility and explained that exemptions for newly constructed units require ground-up construction or creation from entirely non-residential space.

Appellant referenced the Certificate of Occupancy and planning records describing:

**conversion of a carport and garage into an ADU.**

The Owner asserted that the carport was demolished and that the ADU was built “from the ground up.”<sup>5</sup>

The Hearing Officer accepted this assertion without reference to plans or documentation in the record.

The publicly available planning documents do not state that the structure was demolished and rebuilt; rather, they describe conversion of existing structures.<sup>6</sup>

Appellant’s attempt to clarify this distinction was not permitted to continue.

Because the exemption determination is central to regulatory coverage, this issue requires review.

### **XI. Premature Cancellation of Hearing**

The Hearing Officer stated that the hearing could have been canceled earlier but was instead canceled after the parties appeared.

Appellant had prepared for the hearing over several weeks and appeared ready to present evidence.

Canceling the hearing after convening, and without allowing Appellant to present claims, resulted in procedural prejudice.

### **XII. Request for Review of Hearing Recording**

Appellant requests that the Board review the audio recording of the hearing, including:

- the opening statements regarding cancellation
- the discussion of exemption status
- interruptions preventing Appellant from presenting claims
- the recording made for the record after the cancellation

These portions are relevant to whether Appellant received a fair opportunity to be heard.

### **XIII. Owner’s Assertion of Ground-Up Construction Not Supported by Record**

During the recorded hearing, the Owner stated that the carport was demolished and that the ADU was constructed from the ground up.

This assertion was accepted without reference to plans, permits, or documentation in the record.

Public planning documents describe the project as a **conversion of a carport and garage**, not demolition and new construction.

Because exemption eligibility depends on whether the unit qualifies as newly constructed housing under OMC 8.22.030, the distinction between conversion and ground-up construction is material.

Appellant requests that the Board review the hearing recording and the planning documentation to determine whether the exemption determination is supported by the record.

---

<sup>5</sup> Exhibit F — Revisioned Construction Blueprints & Site Plans

<sup>6</sup> Exhibit G — Historical Survey Microfiche (1976 construction reference)

## **EXHIBIT INDEX**

### **Exhibit A – Proof of Motion**

#### **Exhibit B — Planning Approval DRX180594**

Planning record describing conversion of existing detached garage and accessory structure into a secondary unit.

#### **Exhibit C — Certificate of Occupancy (Nov. 12, 2021)**

Certificate stating legalization of conversion of carport and garage into a new ADU.  
RBC1900657 - 812 MACARTHUR BLVD...

#### **Exhibit D — Rent Adjustment Program Declaration**

City declaration confirming Unit B is not registered with the Rent Registry.

#### **Exhibit E – Flyer – RAP -Exemptions.en.1.2**

#### **Exhibit F — Revisioned Construction Blueprints & Site Plans**

Plans showing the existing carport/garage area and proposed ADU footprint and structural changes.

812 814 MACARTHUR BLVD Revision...

#### **Exhibit G — Historical Survey Microfiche (1976 construction reference)**

Documents referencing original accessory structures and structural framing details.  
812 MACARTHUR BLVD SURVEY MICRO...

#### **Exhibit H - ADU EXEMPTION CLASSIFICATION ANALYSIS**



Edit PDF

# Exhibit A



1

Ernesto Nery  
812 MacArthur Blvd Apt B  
Oakland, CA 94610  
(951) 732 - 4150  
Defendant In Pro Per

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Alameda  
02/25/2026  
Chad Finke, Executive Officer / Clerk of the Court  
By: A. Khan Deputy

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

Hearing Date: 03/02/2026

Henry Ekwoge, ) Case No.: 25CV160520

Dept: 511 time: 9:30am

Plaintiff, )

Reservation No. 597505858400

) NOTICE OF MOTION AND MOTION

vs. ) TO SET ASIDE DEFAULT AND

) DEFAULT JUDGMENT

Ernesto Nery, )

Defendant. )

\_\_\_\_\_ )

NOTICE OF MOTION AND MOTION TO SET ASIDE DEFAULT  
AND DEFAULT JUDGMENT

## 1. NOTICE OF MOTION

or as soon thereafter as the matter may be heard in Department 511

of the above-entitled court, Defendant Ernesto Nery will and hereby does move the Court

for an order setting aside the default and default judgment entered on February 23, 2026.

## 2. LEGAL AUTHORITY

This motion is brought pursuant to California Code of Civil Procedure §473(b) on the grounds of ~~unreasonable neglect, mistake, inadvertence, and surprise~~. Defendant also seeks relief under CCP



Organize pages



Add text



Add image



000248

# Exhibit B

## Project Details

### Applicant:

812 MACARTHUR BLVD  
OAKLAND, CA, 94610

### Project Description:

Scope of work will abate CE#1503276 and legalize an attached secondary unit. Per building permit records, the project will convert an existing detached garage and convert an attached accessory structure built with permits from 1976. Proposal will replace exterior materials and upgrade windows. Results in an 829 square foot CAT I secondary unit. Lot coverage is existing and will not change.

### Owner:

EKWOGHE HENRY N & STELLA M \*  
812 MACARTHUR BLVD  
OAKLAND CA 94610

### ▼ More Details

#### ☐ Application Information

##### FEE CALCULATION INFORMATION

##### DR Exemption Type:

Secondary Unit

##### SUPPLEMENTAL FORMS

##### Impervious Surface Area:

3-None of the Above

##### Tree Preservation Ordinance:

1-No Protected Trees on Site

##### Creek Protection Ordinance:

2a-No Creek Per My Review

##### Green Building Ordinance:

1-Project Type Not Applicable

##### PROPERTY INFORMATION

##### Council District:

COUNCIL DISTRICT 2

#### ☐ Application Information Table

##### SUPPLEMENTAL INFORMATION

**000249**



# Exhibit C

## CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA · 2ND FLOOR · OAKLAND, CA 94612

Planning and Building Department  
www.oaklandca.gov

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

### CERTIFICATE OF OCCUPANCY

Final On: 11/12/21

Permit Number: RBC2600361

Job Site Address: 812 MACARTHUR BLVD, Oakland, CA 94610

Parcel Number: 023.04401400

Project Description: Legalize conversion of carport and garage into a new ADU with 2 bedrooms at rear of SFD to be Unit A and new ADU to be unit B. DRX180594

Related Permits: RBC1900657

Owner Name and Address: EKWOGF HENRY N & STELLA M  
812 MACARTHUR BLVD. OAKLAND, CA 94610

Building Use: Single Family Dwelling With Secondary Unit

Type of Construction 1: VB - Combustible Construction; No Fire Rating

Type of Construction 2: \_\_\_\_\_

Occupancy 1: R-3 Residential 1 And 2 Units

Occupancy 2: \_\_\_\_\_

Number of Stories: 1 Number of Dwelling Units: 1 New ADU: 1

Fire Sprinklers Provided: Yes: \_\_\_\_\_ No: X Reason for Fire Sprinklers: \_\_\_\_\_

Total Number of Parking Spaces 0 Design Occupant Load: 200sqft/person

CBC Edition: 2017 Ordinance: 13408

Building code Variances: N/A Zone: RD-2

### SEE ATTACHED FLOOR PLAN

BUILDING OFFICIAL: Tim Low

*THIS BUILDING HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED CODES AND ORDINANCES FOR THE OCCUPANCIES AND THE USES DESCRIBED ABOVE, AND OCCUPANCY OF THE PREMISES ONLY FOR SAID PURPOSES IS HEREBY AUTHORIZED.*

*THIS CERTIFICATE SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL, ALTER, OR SET ASIDE ANY OF THE PROVISIONS OR REQUIREMENTS OF ANY LAWS OR CITY OF OAKLAND ORDINANCES NOR SHALL SUCH ISSUANCE THEREAFTER PREVENT REQUIRING CORRECTIONS OF ERRORS OR OF VIOLATIONS OF SAID REGULATIONS, THIS CERTIFICATE IS NOT A LICENSE.*

*A re-issued certificate of occupancy is not a new certificate of occupancy for the purposes of exemption from any state or local law that provides protections to residential tenants such as rent control or eviction control*

By: Tim Low

INSPECTION SERVICES MANAGER

David Miles

Issued By

11/12/2021

Date Issued:

Copies:



Owner



Assessor



Microfilm



\*Business License



# Exhibit D

Grant Kirkpatrick (SBN 340043)  
Centro Legal de La Raza  
3400 E. 12th Street  
Oakland, CA  
(510) 994-0715  
gkirkpatrick@centrolegal.org

Attorney for Defendant Ernesto Nery

SUPERIOR COURT OF CALIFORNIA – COUNTY OF ALAMEDA

HAYWARD HALL OF JUSTICE – LIMITED JURISDICTION

HENRY EKWOGE,

Plaintiff,

v.

ERNESTO NEARLY,

Defendant.

Case No.: 25CV160520

DECLARATION OF CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

I, Allison Pretto, declare:

1. I am an employee of the City of Oakland Rent Adjustment Program. I have a thorough knowledge of the record keeping systems and protocols for the City of Oakland Rent Registry.
2. In the regular course of business, the Rent Adjustment Program keeps records of all rental units that have been registered for the City of Oakland's Rent Registry. Documents and notes are organized in our internal system by property address. I have access to all Rent Registry documents in the system.
3. The absence of registration documents from our Rent Registry system for a specific property is a trustworthy indication that there is no active registration for the property.
4. I have reviewed the rent registry system and have found no registration records for the property located at 812 MacArthur Boulevard, Unit B, Oakland, CA 94610.

1 5. The absence of rent registration records from our Rent Registry system means that the  
2 property at 812 MacArthur Boulevard, Unit B, Oakland, CA 94610 is not currently  
3 registered with the Rent Registry program, nor was it registered as of December 8, 2025.

4 6. I declare under penalty of perjury that the foregoing is true and correct.  
5

6 Date: January 16, 2026

*Allison Pretto*

7 Allison Pretto  
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28



# Rent Adjustment Program Exemptions

Exhibit E



CITY OF OAKLAND

Owners of rental property covered by **either** the Rent Adjustment Ordinance or the Just Cause for Eviction Ordinance must file and pay an annual fee of \$137 for each unit. All fees are due by March 1st of each year. Owners who timely pay the annual RAP fee are allowed to pass half of the fee to the tenant. The following common properties are exempt from both the Rent Adjustment Ordinance **AND** the Just Cause for Eviction Ordinance and are therefore exempt from paying the Rent Adjustment Program Fee:

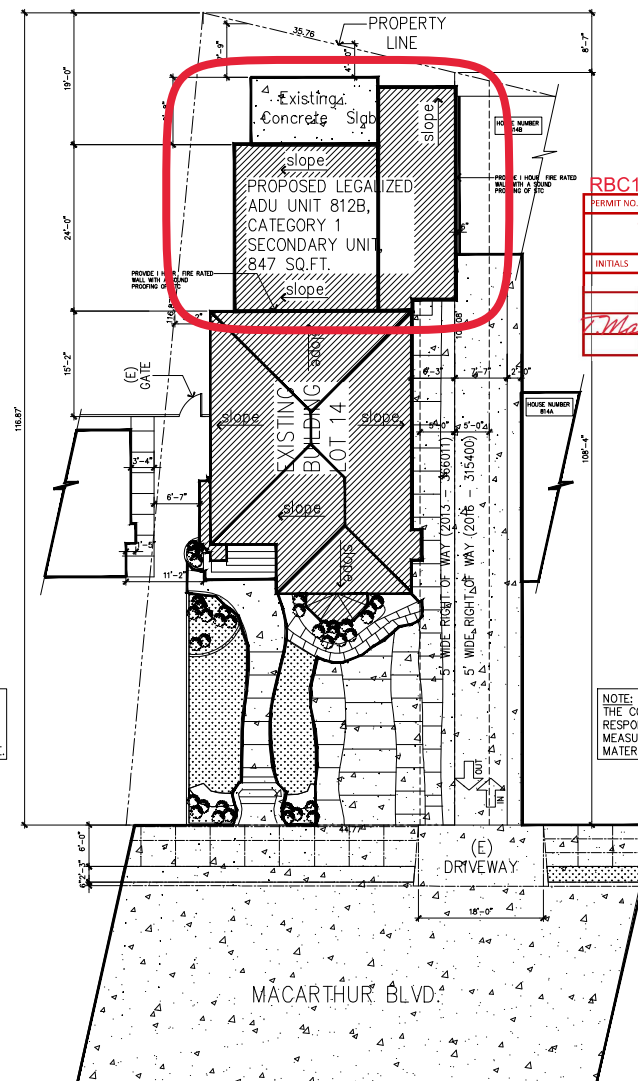
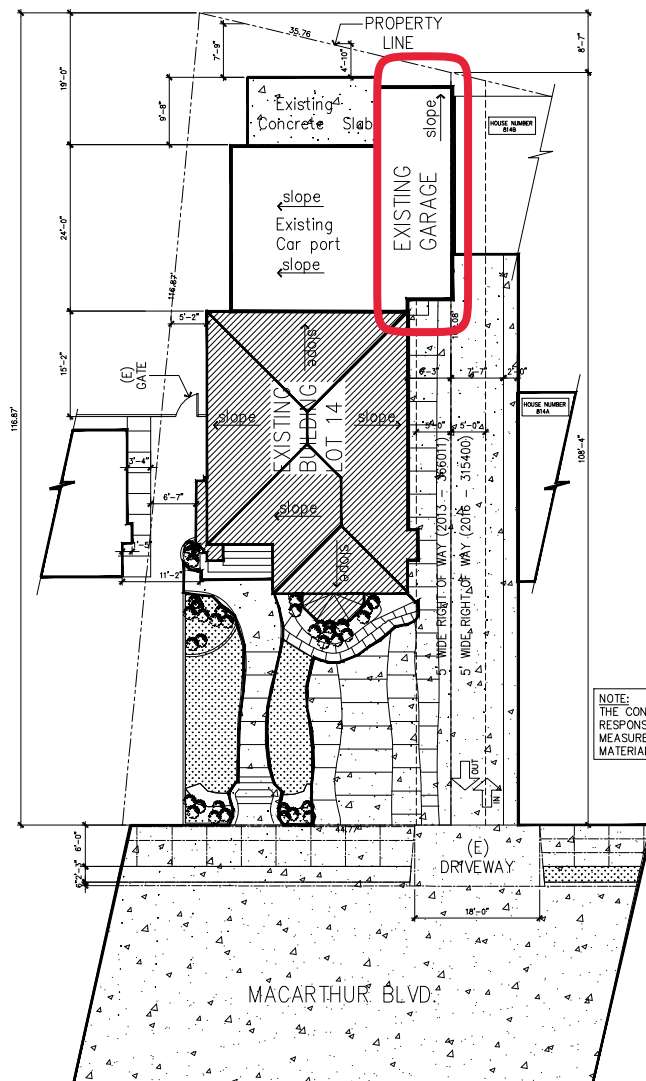
- **Newly constructed units built entirely from the ground up within the past 10 years and are not a result of a conversion or prior residential use.**

(Please provide either (a) Certificate of Occupancy issued after April 1, 2016, or (b) a Certificate of Exemption issued by RAP after December 31, 2023.)

- **Single-family homes built after January 1, 1983, where the property owner rents to a single tenant and shares a kitchen or bathroom with the tenant.**
- **Hospitals, skilled nursing, or health facilities.**
- **Non-profits or substance abuse recovery facilities.**
- **Non-profits to support the homeless.**

The Business Tax License Office only handles the billing and does not make determinations of exemption. If you would like a Certificate of Exemption or have questions about whether your property is exempt from Rent Control and/or Just Cause Ordinances, please contact the Rent Adjustment Program at (510) 238-3721 or [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov).





|                 |                      |           |
|-----------------|----------------------|-----------|
| RBC1900657      |                      |           |
| PERMIT NO.      |                      | REV NO. 2 |
| CITY OF OAKLAND |                      |           |
| PLAN REVISION   |                      |           |
| INITIALS        | DEPARTMENT           | DATE      |
|                 | BUILDING INSPECTION  |           |
|                 | ZONING/DESIGN REVIEW |           |
| <i>T.M.</i>     | PLAN CHECK           | 12/7/2024 |
|                 | OTHER:               |           |

**CLIENT:**  
**HERNY**  
**EKWOGE**  
**812**  
**MACARTHUR**  
**BLVD.,**  
**OAKLAND,**  
**CA.**

| Issues and Revisions |      |                      |        |
|----------------------|------|----------------------|--------|
| No.                  | Date | Issues and Revisions | By/Chk |

[illegible]

Designer Of Record:

EDO  
P.O.Box 72294  
Oakland, Ca 94612  
510.393.6262

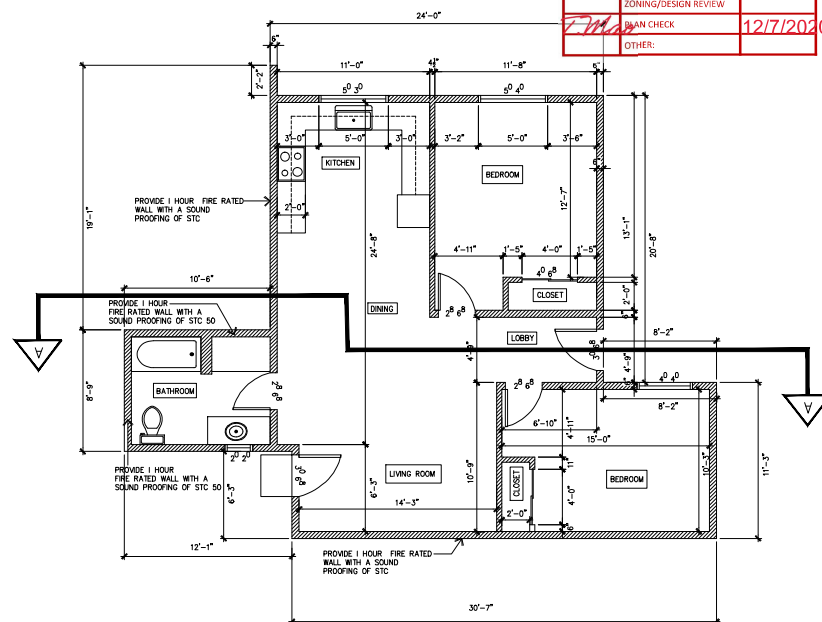
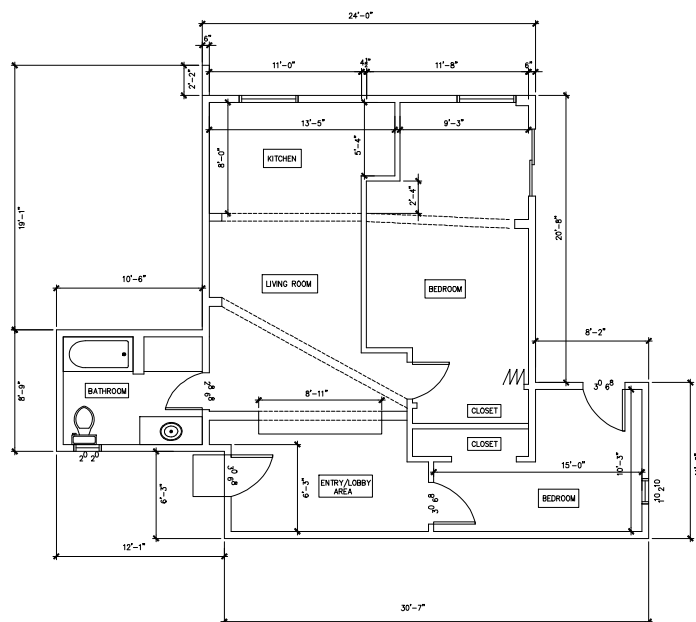
|                     |   |   |   |   |
|---------------------|---|---|---|---|
| Project Name        |   |   |   |   |
| Date                |   |   |   |   |
| Project Number      |   |   |   |   |
| Drawing Description |   |   |   |   |
| Computer File       |   |   |   |   |
| 0                   | 1 | 2 | 4 | 8 |
| Scale               |   |   |   |   |

All drawings and written material appearing herein constitute original and unpublished work of the Designer and may not be duplicated, used or disclosed without written consent of the Designer.

### EXISTING AND PROPOSED SITE PLANS

|         |          |       |  |
|---------|----------|-------|--|
| DATE    | 05-10-22 | SHEET |  |
| SCALE   | AS SHOWN |       |  |
| DRAWN   | OE       |       |  |
| PROJECT | HEADON   |       |  |
| CHECKED | OE       |       |  |

A 1.0



RBC1900657

|                                                                       |                      |                  |
|-----------------------------------------------------------------------|----------------------|------------------|
| PERMIT NO.                                                            |                      | REV NO. <u>2</u> |
| <p align="center"><b>CITY OF OAKLAND</b><br/><b>PLAN REVISION</b></p> |                      |                  |
| INITIALS                                                              | DEPARTMENT           | DATE             |
|                                                                       | BUILDING INSPECTION  |                  |
|                                                                       | ZONING/DESIGN REVIEW |                  |
| <i>F. M.</i>                                                          | PLAN CHECK           | 12/7/202         |
|                                                                       | OTHER:               |                  |

**CLIENT:**  
**HERNY**  
**EKWOGE**  
**812**  
**MACARTHUR**  
**BLVD.,**  
**OAKLAND,**  
**CA.**

| Issues and Revisions |      |                      |    |     |
|----------------------|------|----------------------|----|-----|
| No.                  | Date | Issues and Revisions | By | Chk |

[illegible]

Designer Of Record:

EDO  
P.O.Box 72294  
Oakland, Ca 94612  
510.393.6262

|                     |
|---------------------|
| Project Name        |
| Date                |
| Project Number      |
| Drawing Description |

Computer File

Scale 0 1 2 4

All drawings and written material appearing herein constitute original and unpublished work of the Designer and may not be duplicated, used or disclosed without written consent of the Designer.

**EXISTING &  
PROPOSED  
FLOOR PLANS  
(ADU UNIT)**

|         |          |       |  |
|---------|----------|-------|--|
| DATE    | 08-10-22 | SHEET |  |
| SCALE   | AS SHOWN |       |  |
| DRAWN   | OE       |       |  |
| PROJECT | HEADON   |       |  |
| CHECKED | OE       |       |  |

**A 2.1**

A 2.1

Jordan/Casper/Woodman/Dobson, Architecture, Structural Engineering 3664 Grand Avenue, Oakland, California 94612 Telephone 415/832/5466

CARPORT ROOF BEAMS

CODE: UBC '73

ROOF SLOPE: 1/4" MIN.

DEAD LOAD

|                |      |     |
|----------------|------|-----|
| ROOFING        | 6.0  | psf |
| 1/2" PLANK     | 1.5  |     |
| 2x6 @ 24" o.c. | 1.1  |     |
| BEAM           | 1.4  |     |
| MISC.          | 2.0  |     |
|                | 12.0 | psf |

LIVE LOAD

16 psf

BEAM B-1 SPAN = 23

$$W_{DL} = 10(12+16) = 28$$

USE 4x16 D.F. No.

BEAM B-2 SPAN = 20

$$W_{DL} = 10.5(12+16) = 29$$

USE 4x14 D.F. No.

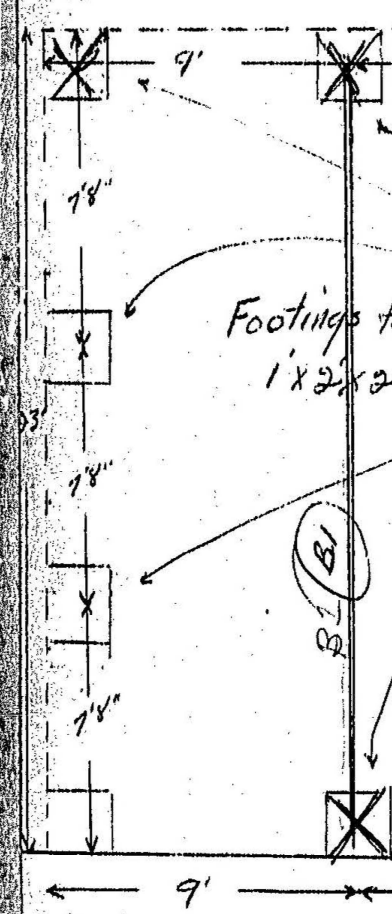
ISSUED

OCT 12 1976

JORDAN/CASPER/  
WOODMAN DOBSON

Foundation  
Footings Plus 4

Proposed 18'

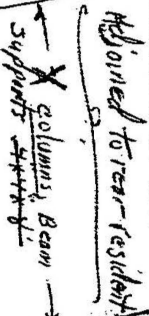






**000260**

Scale: 1/4" = 1'



Frontal View  
- of -

Proposed Addition  
Built-up roofing  
1/2" ext. plywood 4x8"  
2x8" ceiling joists @ 2' o.c.

Scale: 1/4" = 1'

Present garage roofing

000261

## EXHIBIT H

### ADU EXEMPTION CLASSIFICATION ANALYSIS

Property: 812 MacArthur Blvd., Unit B, Oakland, CA

Case No.: T25-0199

---

#### I. Applicable Exemption Standard

Oakland RAP guidance states that newly constructed units may be exempt where they are: **“built entirely from the ground up... and are not a result of a conversion or prior residential use.”**

flyer\_rap-exemptions\_en\_1.6.26\_...

Oakland Municipal Code § 8.22.030(A)(5) exempts newly constructed dwelling units issued a certificate of occupancy after January 1, 1983. To qualify, the unit must be entirely new construction or created from space formerly entirely non-residential.

---

#### II. Regulatory Meaning of “New Construction”

For exemption purposes, **new construction** generally involves:

- construction of a new structure from the ground up
- new structural systems and framing
- not reuse of an existing structure
- not conversion of a garage, carport, or accessory structure
- not legalization of an existing unit

---

#### III. Planning & Permit Language for the Property

City planning documentation states:

**“convert an existing detached garage and convert an attached accessory structure built with permits from 1976.”**

The description also states:

- legalization of an attached secondary unit
- replacement of exterior materials and windows
- lot coverage will not change

##### Highlighted Observations:

- ✓ The document repeatedly uses **“convert”** and **“existing”**
- ✓ The accessory structure is identified as constructed in **1976**
- ✓ The project includes **legalization** rather than new site construction
- ✓ No language indicates demolition and full reconstruction
- ✓ No language indicates new foundation or entirely new structure

This language describes modification and reuse of existing structures rather than ground-up construction.

---

#### IV. Absence of Record Evidence Supporting Ground-Up Construction

Nothing in the planning description or permit summary indicates:

- ✗ demolition and reconstruction of the structure
- ✗ construction of a new building from the ground up
- ✗ replacement of structural systems
- ✗ new foundation construction

The record instead consistently describes conversion and legalization of existing structures.

---

## **V. Comparison: Exemption Criteria vs. Documented Scope**

### **Exemption Requirement**

**New unit built entirely from the ground up**

**Not the result of conversion**



### **Documented Project Scope**

**Conversion of existing garage and accessory structure**

**Legalization of secondary unit**

---

## **VI. Key Classification Distinction**

### **New Construction**

= entirely new structure built from the ground up

### **Conversion ADU**

= dwelling unit created through modification or reuse of an existing structure

These classifications are materially different for exemption purposes.

---

## **VII. Hearing Record Statements vs. Planning Documents**

During the hearing, the Owner asserted that the carport was demolished and that the ADU was constructed from the ground up. The Hearing Officer accepted this characterization.

However, the planning and permit documentation describes **conversion of existing structures** and does not reference demolition and reconstruction.

Because exemption eligibility depends on whether the unit qualifies as newly constructed housing, this distinction is material and warrants review.

---

## **VIII. Material Relevance to Exemption Determination**

Exemption eligibility under OMC 8.22.030 depends on the construction classification of the unit.

Planning records describing conversion of existing structures raise a material question regarding whether the unit meets the criteria for new construction exemption.

---

## **IX. Related Compliance Context**

Additionally, the City of Oakland Rent Adjustment Program confirmed that the unit was not registered in the Rent Registry as of December 8, 2025.

Registration status is relevant to regulatory compliance and should be considered in evaluating exemption claims.

---

## **X. Request for Review**

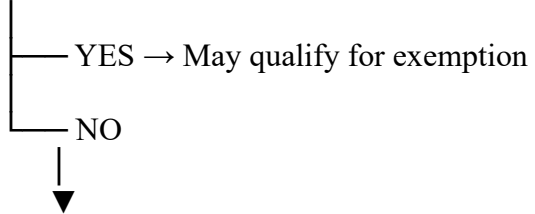
Appellant respectfully requests that the Board:

1. Review the planning and permit documentation.
  2. Review the hearing recording regarding construction classification; and
  3. Determine whether the exemption determination is supported by the record and consistent with OMC Chapter 8.22.
- 

## **Visual Reference**

## EXEMPTION TEST

Ground-Up New Construction?



Conversion of Existing Structure

Requires Review — May NOT qualify

---

### Citation References

- Oakland Municipal Code § 8.22.030(A)(5)
- Oakland RAP Exemption Guidance  
flyer\_rap-exemptions\_en\_1.6.26\_...
- Exhibit D — Rent Adjustment Program Declaration
- Exhibit B — Building Permit Record Exhibit B



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Housing and Community Development Department  
Rent Adjustment Program

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

**ADMINISTRATIVE APPEAL DISMISSAL**

**CASE NUMBER/NAME:** T25-0199 Nery v. Ekwoge

**PROPERTY ADDRESS:** 812 MacArthur Blvd, Unit B, Oakland, California

The tenant in the above-referenced case, Ernesto Nery, filed an appeal on February 26, 2026.

A review of the case file shows that a final decision has not been issued yet in this matter. Therefore, the tenant's appeal is premature and hereby dismissed.

The parties may file an appeal once a final decision has been issued in the case.

Dated: March 10, 2026

Maimoona Ahmad  
Maimoona Ahmad  
Acting Senior Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE BY ELECTRONIC MAIL**

**Case Number: T25-0199**

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: [NWebb@oaklandca.gov](mailto:NWebb@oaklandca.gov).

**Today, I electronically served the attached documents:**

**Administrative Appeal Decision**

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

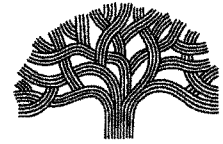
**Henry Ekwoge:** [hekwoge@yahoo.com](mailto:hekwoge@yahoo.com)

**Ernesto Nery:** [ernestonery1@gmail.com](mailto:ernestonery1@gmail.com)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 10, 2026**

  
\_\_\_\_\_  
Nyila Webb  
Oakland Rent Adjustment Program





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Housing and Community Development Department  
Rent Adjustment Program

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

**ORDER TO CONTINUE AND NEW HEARING DATE**

**CASE NUMBER & NAME: T25-0199, Nery v. Ekwoge**

**PROPERTY ADDRESS: 812 MacArthur Blvd., Apt. B, Oakland, CA**

**PARTIES: Ernesto Nery, Tenant  
Henry Ekwoge, Owner**

On February 25, 2026, at 10:00 a.m., the parties promptly appeared for the scheduled Remote Settlement Conference and Hearing, conducted via Zoom. During the conference and prior to the hearing, the parties discussed the issues in this matter, including a potential exemption of the subject unit. Specifically, the subject unit is a new ADU that was newly constructed in the space that was formally non-residential (garage and carport) and received a Certificate of Occupancy on 1/24/2023.

Additionally, during the conference, the parties also informed the Hearing Officer that they have an unlawful detainer lawsuit relating to the tenancy in the subject unit, currently pending in Alameda County Superior Court.

Based on the information that the Superior Court assumed jurisdiction over the tenancy in the subject unit, it is the RAP's policy to continue the hearing until after the lawsuit in the Superior Court is completed in the event that there are still pending issues that were raised in the RAP petition but not resolved by the Superior court.

Therefore, the new Remote Status Conference/Remote Hearing date is now being scheduled. If the lawsuit is concluded before the scheduled hearing date, the parties are hereby instructed to inform the RAP if there is a need for further hearing. If the lawsuit is not concluded before the scheduled hearing date, the Hearing Officer will hold a Status Conference and continue the hearing date further.

**Date: June 2, 2026**

**Time: 10:00 a.m.**

**Place: Remotely via Zoom (Zoom link is attached)**

Dated: March 12, 2026

*Linda Moroz*  
\_\_\_\_\_  
Linda M. Moroz, Hearing Officer  
Rent Adjustment Program

CITY OF OAKLAND



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Housing and Community Development Department  
Rent Adjustment Program

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

**Zoom Invitation for RAP Remote Status Conference/Hearing**  
**T25-0199, Nery v. Ekwoe**

To the Parties:

The scheduled Remote Hearing will take place on **Tuesday, June 2, 2026 at 10:00am** and will be held remotely through Zoom.

Topic: RAP Remote Status Conference/Hearing T25-0199 Nery v. Ekwoe

Time: Jun 2, 2026 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81953105618?pwd=acaSPCtuVYvyeafyUUvi1bbFf25csR.1>

Meeting ID: 819 5310 5618

Passcode: 442722

---

One tap mobile

+16694449171,,81953105618#,,, \*442722# US

+16699009128,,81953105618#,,, \*442722# US (San Jose)

Join instructions

<https://us02web.zoom.us/join/81953105618/invitations?signature=d2pjCh92oonj2qVjIlsJa3GvXv3rX52ZyM4mFCZwZIA>

Please test the link and download the Zoom application at least a day before the hearing. If you experience any technical difficulties or to discuss your technology access, please contact me immediately at [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov) or by phone at (510) 219-0083.

Respectfully,

A handwritten signature in black ink, appearing to read "Anali Valdez". The signature is fluid and cursive, with a long, sweeping underline.

Anali Valdez, Program Analyst II  
City of Oakland  
Rent Adjustment Program

**000268**

**PROOF OF SERVICE**  
**Case Number: T25-0199**  
**Case Name: Nery v. Ekwoge**

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

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

**Documents Included:**

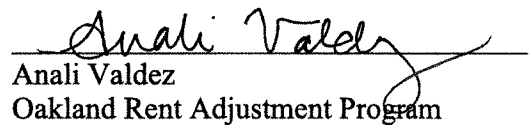
Order  
Zoom Invitation

**Owner**  
Henry Ekwoge  
812 MacArthur Blvd  
Oakland, CA 94610

**Tenant**  
Ernesto Nery  
812 MacArthur Blvd Apt B  
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 12, 2026** in Oakland, California.

  
Anali Valdez  
Oakland Rent Adjustment Program

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

Hayward Hall of Justice, Department 511

JUDICIAL OFFICER: HONORABLE LUPE GARCIA

Courtroom Clerk: Jose Mauricio Acuna

CSR: None

---

**25CV160520**

April 2, 2026

9:30 AM

**EKWOGUE**

**vs**

**NEARLY**

---

**MINUTES**

**APPEARANCES:**

Plaintiff Henry Ekwoke represented by Kelechi Emeziem via virtual conference.  
Defendant Ernesto Nearly not appearing.

**NATURE OF PROCEEDINGS: Hearing on Motion to Set Aside/Vacate Default and Default Judgment (CCP 473.5) filed by Ernesto Nearly (Defendant) CRS# 976192432305 filed by Ernesto Nearly (Defendant) on 03/03/2026**

Prior to the hearing, the Court issued a tentative ruling, which was contested by Plaintiff.

Defendant is not present.

Counsel for Plaintiff informs the Court he gave notice to Defendant of his intent to contest the Court's tentative.

The Court has confirmed that Defendant is included in the email communication to the Court from Plaintiff.

Counsel for Plaintiff provides oral argument.

The Tentative is affirmed as set forth below.

The Motion to Set Aside/Vacate Default and / or Default Judgment filed by Ernesto Nearly on 03/03/2026 is Granted.

The motion of Defendant and Judgment Debtor Ernesto Nery (erroneously sued as Ernesto Nearly) to set aside the judgment in favor of Plaintiff Henry Ekwoke for possession and damages in the sum of \$17,200.00, pursuant to CCP § 473(b), is DENIED. Defendant Nery's alternative motion to set aside the judgment because it is void, pursuant to CCP § 473(d), is GRANTED.

Plaintiff Henry Ekwoke filed his Complaint for unlawful detainer against Defendant on December 19, 2025. The property is in Oakland. Plaintiff's claim is based on Defendant's

**000270**

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

alleged failure to pay rent. See CCP § 1161(2). Defendant filed his Answer to the Complaint on December 31, 2025. On January 8, 2026, Defendant filed an Amended Answer pursuant to CCP § 472(a). On January 21, 2026, the Court ordered the parties to appear for jury trial on February 23, 2026 at 9:00 a.m.

Defendant filed an earlier motion to set aside the default judgment on February 25, 2026. The Court denied the motion on March 2, 2026, because Defendant did not give Plaintiff's attorney adequate notice of the hearing. Defendant was required to file and serve the motion to set aside at least 16 court days before the hearing date. On March 3, 2026, Defendant filed his second motion to set aside the default and default judgment. Although Defendant refers to the judgment entered on February 25, 2026 as a default judgment, Judge Risher entered the judgment based on the parties' pleadings and the evidence presented by Plaintiff during the prove-up hearing on February 23, 2026.

The Court has reviewed Defendant's supporting declaration, dated March 3, 2026, and compared it with the declaration that he submitted with his first motion to set aside the default judgment on February 25, 2026. The Court is authorized to review a party's prior pleadings and motion filings to determine whether they previously made inconsistent representations. See *Javor v. Taggart* (2002) 98 Cal.App.4th 795, 810 (court may disregard allegations in an amended complaint if they contradict earlier allegations); and *Owens v. Kings Supermarket* (1988) 198 Cal.App.3d 379, 384 (same). Defendant mentions his "illness and medical symptoms" in both declarations, the declaration filed on March 3, 2026 also mentions the fact that Mr. Kirkpatrick substituted out of the case on February 10, 2026 and his allegation that Plaintiff actively interfered with his receipt of court notices in the apartment mailbox during the relevant period. The Court finds Defendant's declaration testimony insufficient to support his request that the Court set aside the judgment entered by Judge Risher on February 25, 2026. Defendant clearly was aware of the trial date because he attended the settlement conference on February 11, 2026. The notice of settlement conference was sent in the same document as the notice of trial. Defendant's claim of illness that was so severe that he could not attend the trial or contact opposing counsel or the Department 511 clerk is not corroborated by any records or declaration testimony of Defendant's doctor. Defendant's motion to set aside based on his mistake, inadvertence, surprise and/or excusable neglect is therefore denied.

Defendant's alternative motion to set aside the void judgment, pursuant to CCP § 473(d), is GRANTED. The Court agrees with Defendant's assertion that the judgment is void on its face because Plaintiff's 3/30-Day Notice to Pay Rent or Quit does not clearly state the deadline for compliance with the notice. Plaintiff Ekwoe signed the notice on December 8, 2025, but the notice was not served by Plaintiff's process server Timothy Ault until December 10, 2025. The proof of service of the notice indicates that Mr. Ault served it by posting and mail pursuant to CCP § 1162(a)(3). Defendant could have reasonably concluded that he had to pay the \$8,600.00 by December 11, 2025, because the proof of service executed by Mr. Ault was not included with the notice left at the property on December 10, 2025. In *Eshagian v. Cepeda* (2025) 112 Cal.App.5th 433, 458-459, the court of appeal held that the plaintiff's three-day notice failed to comply strictly with the requirements set forth in CCP § 1161(2) because the notice was signed on December 19, 2022, but the plaintiff alleged that it was served "on or about December 20, 2022." The Court is required to follow the holding in *Eshagian* because the operative facts in that

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

case are identical to those in this case. See *Gibble v. Car-Lene Research, Inc.* (1998) 67 Cal.App.4th 295, 301 (judgment is void on its face if the defect is apparent from review of the judgment roll); and *Dill v. Berquist Const. Co., Inc.* (1994) 24 Cal.App.4th 1426, 1441 (same). The Court is authorized to review Plaintiff's 3/30-Day Notice to Pay Rent or Quit because it is attached to the Complaint. See *Moran v. Prime Healthcare Mgmt., Inc.* (2016) 3 Cal.App.5th 1131, 1145-1146.

The judgment entered on February 25, 2026 in favor of Plaintiff Ekwoke and against Defendant Nery (sued herein as Nearly) is HEREBY VACATED.

Counsel for Plaintiff is reminded that parties are not permitted to submit pleadings and motions with text on both sides of the page. See Rule of Court 2.102. Counsel is also reminded that the courtesy copies that are required for law and motion matters must be identical to the filed version. Counsel shall review Rule 3.30(c) of the Alameda County Superior Court Local Rules.

The Court will prepare the order. The court clerk will mail a copy of the order to the parties. Defendant Nery shall promptly file and serve the notice of entry of order.

The Court orders all judgments on the Complaint filed by Henry Ekwoke on 12/19/2025 set aside and vacated.

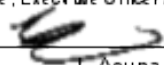


By:

J. Acuna, Deputy Clerk

Minutes of: 04/02/2026

Entered on: 04/02/2026

|                                                                                                   |                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center"><b>SUPERIOR COURT OF CALIFORNIA<br/>COUNTY OF ALAMEDA</b></p>                   | <p align="center">Reserved for Clerk's File Stamp</p>                                                                                                        |
| <p>COURTHOUSE ADDRESS:<br/>Hayward Hall of Justice<br/>24405 Amador Street, Hayward, CA 94544</p> | <p align="center"><b>FILED</b><br/>Superior Court of California<br/>County of Alameda<br/>04/02/2026</p>                                                     |
| <p>PLAINTIFF/PETITIONER:<br/>Henry Ekwoke</p>                                                     | <p>Chad Finke, Executive Officer / Clerk of the Court<br/>By:  Deputy</p> |
| <p>DEFENDANT/RESPONDENT:<br/>Ernesto Nearly</p>                                                   |                                                                                                                                                              |
| <p align="center"><b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL<br/>PROCEDURE 1010.6</b></p> | <p>CASE NUMBER:<br/>25CV160520</p>                                                                                                                           |

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Minute Order (Hearing on Motion to Set Aside/Vacate Default and Default Jud...) entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

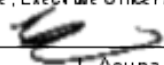
Kelechi Emeziem  
Emeziem & Others  
kcemeziem@emeziemlaw.com

Dated: 04/02/2026

Chad Finke, Executive Officer / Clerk of the Court

By:

  
J. Acuna, Deputy Clerk

|                                                                                                   |                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center"><b>SUPERIOR COURT OF CALIFORNIA<br/>COUNTY OF ALAMEDA</b></p>                   | <p align="center">Reserved for Clerk's File Stamp</p>                                                                                                        |
| <p>COURTHOUSE ADDRESS:<br/>Hayward Hall of Justice<br/>24405 Amador Street, Hayward, CA 94544</p> | <p align="center"><b>FILED</b><br/>Superior Court of California<br/>County of Alameda<br/>04/02/2026</p>                                                     |
| <p>PLAINTIFF/PETITIONER:<br/>Henry Ekwoke</p>                                                     | <p>Chad Finke, Executive Officer / Clerk of the Court<br/>By:  Deputy</p> |
| <p>DEFENDANT/RESPONDENT:<br/>Ernesto Nearly</p>                                                   |                                                                                                                                                              |
| <p align="center"><b>CERTIFICATE OF MAILING</b></p>                                               | <p>CASE NUMBER:<br/>25CV160520</p>                                                                                                                           |

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Hayward, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Ernesto Nearly  
812 Macarthur Blvd Apt B  
Oakland, CA 94610

Chad Finke, Executive Officer / Clerk of the Court

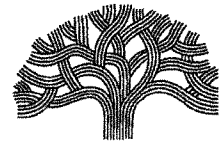
Dated: 04/02/2026

By:



J. Acuna, Deputy Clerk





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Housing and Community Development Department  
Rent Adjustment Program

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

**ORDER TO SET NEW HEARING DATE**

**CASE NUMBER & NAME:** T25-0199, Nery v. Ekwoge

**PROPERTY ADDRESS:** 812 MacArthur Blvd., Apt. B, Oakland, CA

**PARTIES:** Ernesto Nery, Tenant  
Henry Ekwoge, Owner

This matter is currently scheduled for a Remote Status Conference/Hearing on June 2, 2026, pending the completion of the unlawful detainer lawsuit in Alameda County Superior Court.

The RAP just received information from the parties that the Court set the trial date for June 11, 2026.

As stated in the prior Order, when the Superior Court assumes jurisdiction over the tenancy in the subject unit, it is the RAP's policy to continue the hearing until after the lawsuit in the Superior Court is completed in the event that there are still undecided issues that were raised in the RAP petition but not resolved by the Superior Court.

Therefore, in lieu of June 11 trial date, the hearing date set for June 2, 2026, is cancelled, and the new Remote Hearing date is now scheduled as follows:

**Date:** July 29, 2026

**Time:** 10:00 a.m.

**Place:** Remotely via Zoom (Zoom link attached)

PLEASE NOTE: If the lawsuit is concluded before the scheduled hearing date, the parties are hereby instructed to inform the RAP if there is a need for the hearing. If the lawsuit is not concluded before the scheduled hearing date, the hearing date will be further postponed.

Dated: May 11, 2026

*Linda Moroz*

---

Linda M. Moroz  
Hearing Officer  
Rent Adjustment Program



## CITY OF OAKLAND

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

Housing and Community Development Department  
Rent Adjustment Program

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

### **Zoom Invitation for RAP Remote Hearing** **T25-0199, Nery v. Ekwoge**

To the Parties:

The scheduled Remote Hearing will take place on **Wednesday, July 29, 2026** and will be held remotely through Zoom.

Topic: RAP Remote Hearing T25-0199 Nery v. Ekwoge  
Time: Jul 29, 2026 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81953105618?pwd=acaSPCtuVYvyeafyUUvi1bbFf25csR.1>

Meeting ID: 819 5310 5618

Passcode: 442722

---

One tap mobile

+16694449171,,81953105618#,,, \*442722# US

+16699009128,,81953105618#,,, \*442722# US (San Jose)

Join instructions

<https://us02web.zoom.us/join/81953105618/invitations?signature=d2piCh92oonj2qVjllsJa3GvXv3rX52ZyM4mFCZwZIA>

Please test the link and download the Zoom application at least a day before the hearing. If you experience any technical difficulties or to discuss your technology access, please contact me immediately at [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov) or by phone at (510) 219-0083.

Respectfully,

Anali Valdez, Program Analyst II  
City of Oakland  
Rent Adjustment Program

**000276**

**PROOF OF SERVICE**  
**Case Number: T25-0199**  
**Case Name: Nery v. Ekwoge**

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

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

**Documents Included:**

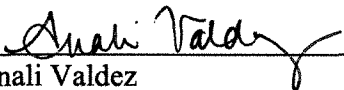
Order  
Zoom Invitation

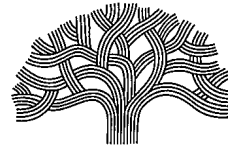
**Owner**  
Henry Ekwoge  
812 MacArthur Blvd  
Oakland, CA 94610

**Tenant**  
Ernesto Nery  
812 MacArthur Blvd Apt B  
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **May 12, 2026** in Oakland, California.

  
\_\_\_\_\_  
Anali Valdez  
Oakland Rent Adjustment Program



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

### **ORDER TO SET NEW HEARING DATE**

**CASE NUMBER & NAME:** T25-0199, Nery v. Ekwoge

**PROPERTY ADDRESS:** 812 MacArthur Blvd., Apt. B, Oakland, CA

**PARTIES:** Ernesto Nery, Tenant  
Henry Ekwoge, Owner

This matter is currently scheduled for a Remote Status Conference/Hearing on July 29, 2026, pending the completion of the unlawful detainer lawsuit in Alameda County Superior Court.

The RAP just received information from the owner that the lawsuit is still pending and has not been completed.

As stated in the prior Order, when the Superior Court assumes jurisdiction over the tenancy in the subject unit, it is the RAP's policy to continue the hearing until after the lawsuit in the Superior Court is completed in the event that there are still undecided issues that were raised in the RAP petition but not resolved by the Superior Court.

Therefore, based on the information received, the hearing date set for July 29, 2026, is cancelled, and the new Remote Hearing date is now scheduled as follows:

**Date:** September 22, 2026

**Time:** 10:00 a.m.

**Place:** Remotely via Zoom (Zoom link attached)

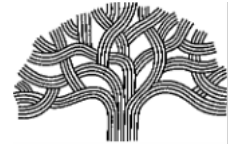
PLEASE NOTE: If the lawsuit is concluded before the scheduled hearing date, the parties are hereby instructed to inform the RAP if there is a need for the hearing. If the lawsuit is not concluded before the scheduled hearing date, the hearing date will be further postponed.

Dated: July 27, 2026

*Linda Moroz*

---

Linda M. Moroz  
Hearing Officer  
Rent Adjustment Program



## CITY OF OAKLAND

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

Housing and Community Development Department  
Rent Adjustment Program

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

**Zoom Invitation for RAP Remote Hearing**  
**T25-0199, Nery v. Ekwoge**

To the Parties:

The scheduled Remote Hearing will take place on **Tuesday, September 22, 2026 at 10:00am** and will be held remotely through Zoom.

Topic: RAP Remote Hearing T25-0199 Nery v. Ekwoge  
Time: Sep 22, 2026 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81953105618?pwd=acaSPctuVYvyeafyUUvi1bbFf25csR.1>

Meeting ID: 819 5310 5618

Passcode: 442722

One tap mobile

+16694449171,,81953105618#,,, \*442722# US

+16699009128,,81953105618#,,, \*442722# US (San Jose)

Join instructions

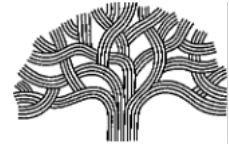
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Respectfully,

Anali Valdez, Program Analyst II  
City of Oakland  
Rent Adjustment Program

**000279**



## CITY OF OAKLAND

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

Housing and Community Development Department  
Rent Adjustment Program

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

### **PROOF OF SERVICE BY ELECTRONIC MAIL**

**Case number: T25-0199**

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: [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov).

#### **Today, I electronically served the attached documents:**

Order

Zoom Invitation

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

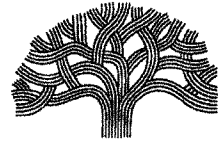
Henry Ekwoe, [hekwoe@yahoo.com](mailto:hekwoe@yahoo.com)

Ernesto Nery, [ernestonery1@gmail.com](mailto:ernestonery1@gmail.com)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, executed on **July 27, 2026**.

Anali Valdez

Oakland Rent Adjustment Program



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

### **ORDER TO SET NEW HEARING DATE**

**CASE NUMBER & NAME:** T25-0199, Nery v. Ekwoge

**PROPERTY ADDRESS:** 812 MacArthur Blvd., Apt. B, Oakland, CA

**PARTIES:**  
Ernesto Nery, Tenant  
Henry Ekwoge, Owner

This matter is currently scheduled for a Remote Status Conference/Hearing on July 29, 2026, pending the completion of the unlawful detainer lawsuit in Alameda County Superior Court.

The RAP just received information from the owner that the lawsuit is still pending and has not been completed.

As stated in the prior Order, when the Superior Court assumes jurisdiction over the tenancy in the subject unit, it is the RAP's policy to continue the hearing until after the lawsuit in the Superior Court is completed in the event that there are still undecided issues that were raised in the RAP petition but not resolved by the Superior Court.

Therefore, based on the information received, the hearing date set for July 29, 2026, is cancelled, and the new Remote Hearing date is now scheduled as follows:

**Date:** September 22, 2026

**Time:** 10:00 a.m.

**Place:** Remotely via Zoom (Zoom link attached)

PLEASE NOTE: If the lawsuit is concluded before the scheduled hearing date, the parties are hereby instructed to inform the RAP if there is a need for the hearing. If the lawsuit is not concluded before the scheduled hearing date, the hearing date will be further postponed.

Dated: July 27, 2026

*Linda Moroz*

---

Linda M. Moroz  
Hearing Officer  
Rent Adjustment Program



## CITY OF OAKLAND

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

Housing and Community Development Department  
Rent Adjustment Program

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

### **Zoom Invitation for RAP Remote Hearing** **T25-0199, Nery v. Ekwoge**

To the Parties:

The scheduled Remote Hearing will take place on **Tuesday, September 22, 2026 at 10:00am** and will be held remotely through Zoom.

Topic: RAP Remote Hearing T25-0199 Nery v. Ekwoge  
Time: Sep 22, 2026 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81953105618?pwd=acaSPCuVYyveafyUUvi1bbFf25csR.1>

Meeting ID: 819 5310 5618

Passcode: 442722

One tap mobile

+16694449171,,81953105618#,,, \*442722# US

+16699009128,,81953105618#,,, \*442722# US (San Jose)

Join instructions

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Please test the link and download the Zoom application at least a day before the hearing. If you experience any technical difficulties or to discuss your technology access, please contact me immediately at [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov) or by phone at (510) 219-0083.

Respectfully,

Anali Valdez, Program Analyst II  
City of Oakland  
Rent Adjustment Program

**000282**



**PROOF OF SERVICE**  
**Case Number: T25-0199**  
**Case Name: Nery v. Ekwoge**

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

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

**Documents Included:**

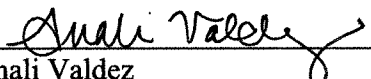
Order  
Zoom Invitation

**Owner**  
Henry Ekwoge  
812 MacArthur Blvd  
Oakland, CA 94610

**Tenant**  
Ernesto Nery  
812 MacArthur Blvd Apt B  
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **July 28, 2026** in Oakland, California.

  
\_\_\_\_\_  
Anali Valdez  
Oakland Rent Adjustment Program



**CITY OF OAKLAND**

**250 FRANK H. OGAWA PLAZA · 2ND FLOOR · OAKLAND, CA 94612**

Planning and Building Department  
www.oaklandca.gov

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

**CERTIFICATE OF OCCUPANCY**

Finalled on 11/1/2021

Permit Number: RBC1900657

Job Site Address: 812 MACARTHUR BLVD, Oakland, CA 94610

Parcel Number: 023 044001400

Project Description: Legalize conversion of carport and garage into 829 SF new ADU with 2 bedrooms at rear. (E) SFD to be Unit A and new ADU to be Unit B. DRX180594

Related Permits: \_\_\_\_\_

Owner Name and Address: EKWOGHE HENRY N & STELLA M  
812 MACARTHUR BLVD, OAKLAND, CA 94610

Building Use: Single Family Dwelling With Secondary Unit

Type of Construction 1: VB - Combustible Construction; No Fire Rating

Type of Construction 2: \_\_\_\_\_

Occupancy 1: R-3 Residential 1 And 2 Units

Occupancy 2: \_\_\_\_\_

Number of Stories: 1 Number of Dwelling Units: 1

Fire Sprinklers Provided: Yes: \_\_\_\_\_ No: X Reason for Fire Sprinklers: \_\_\_\_\_

Total Number of Parking Spaces 0 Design Occupant Load: N/A

CBC Edition: 2017 Ordinance: 13408

Building code Variances: N/A Zone: RD-2

**SEE ATTACHED FLOOR PLAN**

BUILDING OFFICIAL: Timothy Low

*THIS BUILDING HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED CODES AND ORDINANCES FOR THE OCCUPANCIES AND THE USES DESCRIBED ABOVE, AND OCCUPANCY OF THE PREMISES ONLY FOR SAID PURPOSES IS HEREBY AUTHORIZED.*

*THIS CERTIFICATE SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL, ALTER, OR SET ASIDE ANY OF THE PROVISIONS OR REQUIREMENTS OF ANY LAWS OR CITY OF OAKLAND ORDINANCES NOR SHALL SUCH ISSUANCE THEREAFTER PREVENT REQUIRING CORRECTIONS OF ERRORS OR OF VIOLATIONS OF SAID REGULATIONS, THIS CERTIFICATE IS NOT A LICENSE.*

*A re-issued certificate of occupancy is not a new certificate of occupancy for the purposes of exemption from any state or local law that provides protections to residential tenants such as rent control or eviction control*

By:  For Tim Low Date Issued: 1/24/2023  
INSPECTION SERVICES MANAGER

Copies: ☒ Owner ☐ Assessor ☐ Microfilm ☐ \*Business License

|                                                                                                   |  |                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center"><b>SUPERIOR COURT OF CALIFORNIA<br/>COUNTY OF ALAMEDA</b></p>                   |  | <p align="center">Reserved for Clerk's File Stamp</p>                                                                                                                                                                      |
| <p>COURTHOUSE ADDRESS:<br/>Hayward Hall of Justice<br/>24405 Amador Street, Hayward, CA 94544</p> |  | <p align="center"><b>FILED</b><br/>Superior Court of California<br/>County of Alameda<br/>06/11/2026<br/>Clad Flake, Executive Officer / Clerk of the Court<br/>By: <u><i>[Signature]</i></u> Deputy<br/>Jvl. Gonzales</p> |
| <p>PLAINTIFF(S):<br/>Henry Ekwoge</p>                                                             |  |                                                                                                                                                                                                                            |
| <p>DEFENDANT(S):<br/>Ernesto Nery</p>                                                             |  |                                                                                                                                                                                                                            |
| <p align="center"><b>JUDGMENT - UNLAWFUL DETAINER</b></p>                                         |  | <p>CASE NUMBER:<br/>26CV182619</p>                                                                                                                                                                                         |

It is hereby ordered that judgment be entered as follows by:     ☒ The court     ☐ The clerk

Date: 06/11/2026     ☐ By Default     ☐ By Stipulation     ☒ After Court Trial     ☐ After Jury Trial

Judgment is for: Ernesto Nery  
and against Henry Ekwoge

☐ Joint and several

|                        |    |                    |    |             |    |
|------------------------|----|--------------------|----|-------------|----|
| Past Due Rent          | \$ | + Holdover Damages | \$ | = Principal | \$ |
| Attorney Fees:         | \$ | Costs:             | \$ |             |    |
| Recovery Costs:        | \$ | Other:             | \$ |             |    |
| Total Judgment amount: | \$ | <u>00.00</u>       |    |             |    |

☐ Restitution and possession of the premises located at

☐ Judgment of possession applies to any and all unnamed occupants of the premises pursuant to C.C.P.  
415.46

☐ The lease or agreement under which the aforesaid property is held be, and the same is hereby declared, forfeited.

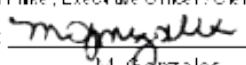
☐ The rental agreement under which the aforesaid property is held be, and the same is hereby declared, cancelled.

☐ Execution is stayed as follows:

☐ No lock out prior to

*[Signature]*

Lupe Garcia / Judge

|                                                                                                   |                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center"><b>SUPERIOR COURT OF CALIFORNIA<br/>COUNTY OF ALAMEDA</b></p>                   | <p align="center">Reserved for Clerk's File Stamp</p>                                                                                                                        |
| <p>COURTHOUSE ADDRESS:<br/>Hayward Hall of Justice<br/>24405 Amador Street, Hayward, CA 94544</p> | <p align="center"><b>FILED</b><br/>Superior Court of California<br/>County of Alameda<br/>06/11/2026</p>                                                                     |
| <p>PLAINTIFF/PETITIONER:<br/>Henry Ekwoke</p>                                                     | <p>Chad Finke, Executive Officer / Clerk of the Court<br/>By:  Deputy<br/>M. Gonzales</p> |
| <p>DEFENDANT/RESPONDENT:<br/>Ernesto Nery</p>                                                     |                                                                                                                                                                              |
| <p align="center"><b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL<br/>PROCEDURE 1010.6</b></p> | <p>CASE NUMBER:<br/>26CV182619</p>                                                                                                                                           |

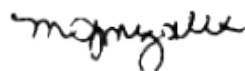
I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment - Unlawful Detainer entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Kelechi Emeziem  
Emeziem & Others  
kcemeziem@emeziemlaw.com

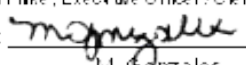
Chad Finke, Executive Officer / Clerk of the Court

Dated: 06/11/2026

By:



M. Gonzales, Deputy Clerk

|                                                                                                   |                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center"><b>SUPERIOR COURT OF CALIFORNIA<br/>COUNTY OF ALAMEDA</b></p>                   | <p align="center">Reserved for Clerk's File Stamp</p>                                                                                                                        |
| <p>COURTHOUSE ADDRESS:<br/>Hayward Hall of Justice<br/>24405 Amador Street, Hayward, CA 94544</p> | <p align="center"><b>FILED</b><br/>Superior Court of California<br/>County of Alameda<br/>06/11/2026</p>                                                                     |
| <p>PLAINTIFF/PETITIONER:<br/>Henry Ekwoke</p>                                                     | <p>Chad Finke, Executive Officer / Clerk of the Court<br/>By:  Deputy<br/>M. Gonzales</p> |
| <p>DEFENDANT/RESPONDENT:<br/>Ernesto Nery</p>                                                     |                                                                                                                                                                              |
| <p align="center"><b>CERTIFICATE OF MAILING</b></p>                                               | <p>CASE NUMBER:<br/>26CV182619</p>                                                                                                                                           |

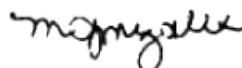
I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Hayward, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Ernesto Nery  
812 Macarthur Blvd Apt B  
Oakland, CA 94610

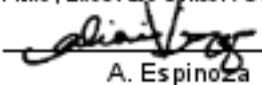
Chad Finke, Executive Officer / Clerk of the Court

Dated: 06/11/2026

By:



M. Gonzales, Deputy Clerk

|                                                                                                                                                                                                                                                                                                |                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY<br>NAME: KELECHI CHARLES EMEZIEM<br>FIRM NAME: EMEZIEM & OTHERS<br>STREET ADDRESS: 1225 FALLON STREET<br>CITY: OAKLAND<br>TELEPHONE NO.: 510-628-0400<br>EMAIL ADDRESS:<br>ATTORNEY FOR (name): PLAINTIFF HENRY EKWOGU                                      | STATE BAR NUMBER: 159652<br>STATE: CA ZIP CODE: 94621<br>FAX NO.: 510-628-0500 |
| <b>FOR COURT USE ONLY</b><br><br><b>FILED</b><br>Superior Court of California<br>County of Alameda<br><b>04/17/2026</b><br>Chad Flake, Executive Officer / Clerk of the Court<br>By:  Deputy<br>A. Espinoza |                                                                                |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA<br>STREET ADDRESS: 1225 FALLON STREET<br>MAILING ADDRESS:<br>CITY AND ZIP CODE: OAKLAND,<br>BRANCH NAME: FAMILY DIVISION                                                                                                                       |                                                                                |
| PLAINTIFF/PETITIONER: HENRY EKWOGU<br>DEFENDANT/RESPONDENT: ERNESTO NEARLY, ET ALL                                                                                                                                                                                                             |                                                                                |
| <b>REQUEST FOR DISMISSAL</b>                                                                                                                                                                                                                                                                   |                                                                                |
| CASE NUMBER:<br>25CV160520                                                                                                                                                                                                                                                                     |                                                                                |
| A conformed copy will not be returned by the clerk unless a method of return is provided with the document.                                                                                                                                                                                    |                                                                                |
| This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)                                                                                                           |                                                                                |

## 1. TO THE CLERK: Please dismiss this action as follows:

- a. (1) ☐ With prejudice (2) ☒ Without prejudice (3) ☐ Without prejudice and with the court retaining jurisdiction (Code Civ. Proc., § 664.6)
- b. (1) ☒ Complaint (2) ☐ Petition
- (3) ☐ Cross-complaint filed on (date): by (name):
- (4) ☐ Cross-complaint filed on (date): by (name):
- (5) ☒ Entire action of all parties and all causes of action
- (6) ☐ Other (specify)\*:

## 2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed.)

Date: 4/15/2026

KELECHI CHARLES EMEZIEM

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

\* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed

(SIGNATURE)

Attorney or party without attorney for

☒ Plaintiff/Petitioner ☐ Defendant/Respondent

☐ Cross-Complainant

## 3. TO THE CLERK: Consent to the above dismissal is hereby given.†

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

† If item 1a(3) is checked, all parties must sign.

If a cross-complaint—or Response—Marriage/Domestic Partnership (form FL-120) seeking affirmative relief—is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

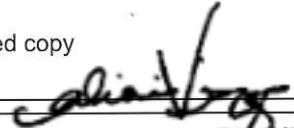
☐ Check here and use form MC-025 or a separate page for additional signatures. Include date, printed name, and party information.

4. ☒ Dismissal entered as requested on (date): 04/17/20265. ☐ Dismissal entered on (date): as to only (name):6. ☐ Dismissal not entered as requested for the following reasons (specify):7. a. ☐ Attorney or party without attorney notified on (date):

b. ☐ Attorney or party without attorney not notified. Filing party failed to provide

☐ a copy to be conformed ☐ means to return conformed copy

Date: 04/23/2026

Clerk, by  Deputy

Page 1 of 2

|                                                |              |
|------------------------------------------------|--------------|
| PLAINTIFF/PETITIONER:<br>DEFENDANT/RESPONDENT: | CASE NUMBER: |
|------------------------------------------------|--------------|

### COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

### Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*
  - a. ☐ not recovering anything of value by this action.
  - b. ☐ recovering less than \$10,000 in value by this action.
  - c. ☐ recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. All court fees and court costs that were waived in this action have been paid to the court *(check one)*: ☐ Yes ☐ No

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

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY, ☐ PARTY MAKING DECLARATION)

(SIGNATURE)



## PROOF OF SERVICE

I, the undersigned, declare that I am employed in the County of Alameda, State of California. I am over the age of eighteen (18) years and not a party to the within cause. My business address is 303 Hegenberger Road, Suite 311, Oakland, CA 94621.

On April 17, 2026, I served the within:

1. Request for dismissal

☐ BY MAIL in the said cause by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, in the United States mail at Oakland, CA addressed as shown below.

☐ BY HAND DELIVERY by causing a true copy thereof enclosed in a sealed envelope, to be delivered by hand to the address (es) shown below.

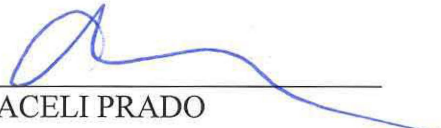
☐ BY OVERNIGHT DELIVERY by placing a true copy thereof, enclosed in a sealed envelope, with delivery charges fully paid, to be delivered overnight to the address (es) shown below.

☐ BY FACSIMILE TRANSMISSION by transmitting a true copy thereof by facsimile transmission from the facsimile number and to the interested parties to said action at the facsimile number(s) shown below.

☒ BY E-MAIL TRANSMISSION I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

ERNESTO NERY, JR.  
812 MACARTHUR BLVD, UNIT B  
OAKLAND, CA 94610  
**EMAIL:** ernestonery1@gmail.com

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 17, 2026, in Oakland, California.

  
ARACELI PRADO



## Audio file

[https://drive.google.com/file/d/1aa031Ok3\\_xGneJOy4ZFnC1EkgIXp\\_dra/view?usp=drive\\_link](https://drive.google.com/file/d/1aa031Ok3_xGneJOy4ZFnC1EkgIXp_dra/view?usp=drive_link)

## Transcript

00:00:00 Speaker 1

We'll hear the.

00:00:00 Speaker 1

OK, so now we are now on the record in case number T 25-0199 called Neri versus Ekwol.

00:00:15 Speaker 1

And today's date is February 25.

00:00:19 Speaker 1

2026, and the time now is 10:13 AM.

00:00:24 Speaker 1

We are now on the record beginning this hearing, and I need to make a statement on the record.

00:00:29 Speaker 1

My name is Linda Moros, and I am one of the hearing officers with the City of Oakland Rent Adjustment Program, and this proceeding is being recorded.

00:00:39 Speaker 1

We had a discussion of the record with the parties before we went on the record.

00:00:45 Speaker 1

And it seems that this property is exempt as new construction based on the certificate of occupancy that was issued on-- that was issued on January 24, 2023 for the newly constructed ADU.

00:01:06 Speaker 1

And I am here with the owner.

00:01:10 Speaker 1

Mr.

00:01:11 Speaker 1

Ekwoke with the tenant, Mr.

00:01:13 Speaker 1

Neri, and Miss Gerlin Carr from Ibra, and they all concur that it was a newly constructed building, and based on that, it is exempt from the rent adjustment program.

00:01:30 Speaker 1

Therefore, we do not have jurisdiction over this, over this unit.

00:01:36 Speaker 1

So

00:01:38 Speaker 1

With that said, I wanted to make a statement on the record, and we are gonna conclude this hearing and dismiss the petition.

00:01:45 Speaker 1

So is there anything any one of you would like to state anything on the record?

00:01:52 Speaker 2

Well, I I you know, I'm on the website right now for open wrap, and I'm just reading this straight from here.

00:01:57 Speaker 2

It says, for the

00:01:59 Speaker 2

rent adjustment program fee and exemptions uh it's for newly constructed units built entirely from the ground up within the past 10 years and they're not a result of a conversion or prior residential use and um that I you know unless I'm reading it differently uh that contradicts uh what you're you have uh stated.

00:02:19 Speaker 1

Yeah, you are reading it differently because the.

00:02:22 Speaker 2

No, this is not word for word.

00:02:23 Speaker 2

It says ground up.

00:02:24 Speaker 2

It does not say, and it specifically says not not are not a result of a conversion prior to residential use.

00:02:32 Speaker 1

Because there are other requirements for the conversion, and they are in the wrap guidelines.

00:02:39 Speaker 1

So.

00:02:41 Speaker 2

May and may I may be directed to it just because I want to make sure for myself that I'm understanding this.

00:02:46 Speaker 3

And yeah.

00:02:49 Speaker 3

I also want to say that the unit was done from foundation up.

00:02:53 Speaker 1

Right.

00:02:54 Speaker 3

I have and I have permits.

00:02:56 Speaker 1

Because you completely demolished.

00:03:00 Speaker 1

Could you please let him speak?

00:03:02 Speaker 1

Because you demolished the carport, right?

00:03:06 Speaker 1

It was in a conversion.

00:03:07 Speaker 1

It was completely demolished and then the construction was from the ground up.

00:03:12 Speaker 1

It was just that prior to the building, it was a carport, not residential unit.

00:03:18 Speaker 1

Yeah.

00:03:19 Speaker 1

Yeah, yeah.

00:03:20 Speaker 1

So it was Mr.

00:03:24 Speaker 1

Nary.

00:03:25 Speaker 1

It was built from the ground up.

00:03:27 Speaker 1

It's just that there was an existing carport as opposed to an empty lot.

00:03:33 Speaker 1

You know what I mean?

00:03:34 Speaker 2

Yes.

00:03:35 Speaker 1

And that's what the when.

00:03:36 Speaker 2

I'm looking at the plans.

00:03:37 Speaker 2

I don't see that it was.

00:03:38 Speaker 2

It was.

00:03:39 Speaker 2

The carport was

00:03:41 Speaker 2

was demolished I'm showing that it was uh it was converted and it specifically says that on the um certificate of occupancy it does say that it's a converted unit it uh there's nowhere in the plans that say that it was uh demolished and the plans are based off of the carport so that's how the unit was built well um.

00:04:03 Speaker 1

I am just telling you, based on the record, what this is, and also there is a judgment

00:04:13 Speaker 1

pending right now.

00:04:15 Speaker 1

So I, you know, that's another issue.

00:04:18 Speaker 1

So that's another issue.

00:04:20 Speaker 2

But I just want to make it make it clear that, you know, from what I'm seeing, what I'm seeing at the public records and correct me if I'm wrong, is that it was not demolished and I'm not where, you know, I know I understand about the judgment.

00:04:29 Speaker 2

I'm just saying just for clarification and just to understand it specifically says conversion from a carport to to a unit on the certificate of occupancy.

00:04:42 Speaker 3

It says conversion from a carport to a new agu yeah yeah that's what the permit says to a new agu.

00:04:52 Speaker 2

Right yeah but it says converted converted from it doesn't say that it was demolished there's nowhere in the plan that says that it was demolished but I you know I'm I'm just saying what I see I understand what you're saying and I'll.

00:05:03 Speaker 1

Cite the proper um I'll cite the additional uh

00:05:09 Speaker 1

From the regulations.

00:05:10 Speaker 1

OK.

00:05:10 Speaker 1

And you'll see.

00:05:12 Speaker 1

OK.

00:05:13 Speaker 2

Please, please.

00:05:14 Speaker 2

Yes.

00:05:14 Speaker 1

Yeah.

00:05:18 Speaker 1

Is there anything else anyone of you would like to add?

00:05:21 Speaker 3

So is this dismissed at this time?

00:05:25 Speaker 1

Yes.

00:05:27 Speaker 1

And you will receive, you will receive the dismissal with the proof of service and from our office.

00:05:35 Speaker 3

Thank you.

00:05:35 Speaker 1

OK.

00:05:37 Speaker 1

All right.

00:05:37 Speaker 1

So I am going to turn off the recording.

00:05:40 Speaker 1

You will hear it.

|                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</b><br/> <b>KELECHI CHARLES EMEZIEM, CSB159652, EMEZIEM &amp; OTHERS</b><br/>         333 HEGENBERGER ROAD, STE 503,<br/>         OAKLAND, CA 94621</p> <p>TELEPHONE NO.: (510) 6280400 FAX NO. (Optional): (510) 4607709<br/>         E-MAIL ADDRESS (Optional): KCEMEZIEM@EMEZIEMLAW.COM</p> <p>ATTORNEY FOR (Name): HENRY EKWOGE</p> | <p><small>FOR COURT USE ONLY</small></p> <p><b>FILED</b></p> <p>Superior Court of California<br/>         County of Alameda</p> <p>07/14/2026</p> <p>Clerk of the Court</p> <p>By: <u>G. Swopes</u> Deputy</p> |
| <p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA</b><br/>         1225 FALLON STREET<br/>         OAKLAND, CA 94612</p>                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                |
| <p>PLAINTIFF(S)<br/> <b>HENRY EKWOGE</b></p>                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                |
| <p>DEFENDANT(S)<br/> <b>ERNESTO NERY, ET. AL.</b></p>                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                |
| <p><b>APPLICATION AND ORDER TO SERVE SUMMONS BY POSTING<br/>         FOR UNLAWFUL DETAINER</b></p>                                                                                                                                                                                                                                                                                                                      | <p>CASE NUMBER<br/>         26CV195919</p>                                                                                                                                                                     |

1. I am the ☐ plaintiff ☒ plaintiff's attorney ☐ other (specify): \_\_\_\_\_
2. I apply for an order pursuant to Code Civ. Proc. § 415.45 to permit service by posting of the summons and complaint on defendant(s). Specify name(s): ERNESTO NERY AND ANY AND ALL OCCUPANTS
3. The complaint seeks possession of property location at: 812 MACARTHUR BLVD., UNIT B,  
OAKLAND, CA 94610. The property is ☒ residential ☐ commercial.
4. The notice to quit, or pay rent or quit, was served by: ☐ personal service ☐ substituted service  
☒ posting and mailing ☐ other (specify): \_\_\_\_\_
5. At least three attempts to serve in a manner specified in Code Civ. Proc., Article 3, (other than posting or publication) are required. List attempts to serve, if made by declarant, or attach declaration(s) of process server(s) stating attempts to locate and serve the defendants. If service not made, please explain.

|    | DATE     | TIME    | REASON SERVICE COULD NOT BE MADE/REMARKS |
|----|----------|---------|------------------------------------------|
| 1. | 7/2/2026 | 7:47 AM | NO ANSWER                                |
| 2. | 7/3/2026 | 8:24 PM | NO ANSWER                                |
| 3. | 7/5/2026 | 11:36AM | NO ANSWER                                |

- ☒ Declaration(s) of process server stating attempts to locate and serve the defendant(s) is attached and incorporated into this application by reference



|                         |             |
|-------------------------|-------------|
| SHORT TITLE             | CASE NUMBER |
| EKWOGE V. NERY, ET. AL. | 26CV182619  |

6. Service ☐ has ☒ has not been attempted during regular business hours at the place(s) of employment of the defendant(s). If not, state reason: ☒ The place(s) of employment of the defendant(s) is not known.  
☐ Other (specify): \_\_\_\_\_

7. Service ☒ has ☐ has not been attempted at the residence of the defendant(s). If not, state reasons:  
☐ The place of residence of the defendant(s) is not known.  
☐ Other (specify): \_\_\_\_\_

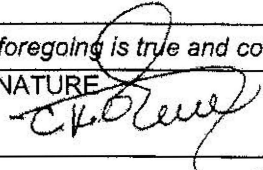
8. Other: \_\_\_\_\_

9. Did you pay for help from a registered Unlawful Detainer Assistant (Bus. & Prof. Code §§ 6400-6415) who helped prepare this form? ☒ Yes ☐ No If yes, complete the following information:

Name of Unlawful Detainer Assistant: Timothy Ault; Telephone Number: ( 707 ) 426-6066

Address (mailing address, city and zip code): SOLANO LEGAL, 710 EMPIRE STREET, FAIRFIELD, CA 94533

Registration #: \_\_\_\_\_; County of Registration: \_\_\_\_\_

|                                                                                                                       |                         |                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------|
| I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. |                         |                                                                                       |
| DATE                                                                                                                  | TYPE OR PRINT YOUR NAME | YOUR SIGNATURE                                                                        |
| 7/14/2026                                                                                                             | KELECHI CHARLES EMEZIEM |  |

### FINDINGS AND ORDER

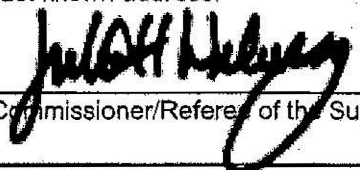
#### THE COURT FINDS:

1. The defendant(s) named in the application cannot with reasonable diligence be served in any manner specified in Code Civ. Proc., Article 3.
2. (a) A cause of action exists against the defendant(s) named in the application; and/or (b) defendant(s) named in the application has or claims an interest in real property in California that is subject to the jurisdiction of the court; and/or (c) the relief demanded in the complaint consists wholly or partially in excluding the defendant(s) from any interest in the property.

#### THE COURT ORDERS:

The defendant(s) named in the application may be served by posting a copy of the summons and complaint on the premises in a manner most likely to give actual notice to the defendant(s), and by immediately mailing, by certified mail, a copy of the summons and complaint to the defendant(s) at his/her last known address.

Date: 07/14/2026

  
 Judge/Commissioner/Referee of the Superior Court

ALAMEDA SUPERIOR COURT

Henry Ekwoje

Plaintiff

v.

Ernesto Nery, et al

Defendant

Case No.:26CV195919

**AFFIDAVIT OF DUE DILIGENCE**

That I, Timothy Ault, hereby solemnly declare under the penalties of perjury and upon personal knowledge that the contents of the following document are true and do affirm I am a competent person over 18 years of age and not a party to this action.

That I received within assignment for service on 7/1/2026 and after due and diligent effort I have not been able to serve said person. I attempted service on this servee on the following dates and times:

SERVEE: Ernesto Nery

DOCUMENTS: Summons, Complaint-Unlawful Detainer, Civil Case Cover Sheet, Prejudgment Claim Right to Possession, Notice of Unlawful Detainer (Eviction)

|          |          |      |                                                                                                       |
|----------|----------|------|-------------------------------------------------------------------------------------------------------|
| 7/2/2026 | 7:47 AM  | Home | No answer. Dog barking inside.<br>812 MacArthur Blvd., Unit B, Oakland, CA 94610                      |
| 7/3/2026 | 8:24 PM  | Home | No answer at door, no movement heard, quiet inside.<br>812 MacArthur Blvd., Unit B, Oakland, CA 94610 |
| 7/5/2026 | 11:36 AM | Home | No answer at door, no movement heard, quiet inside.<br>812 MacArthur Blvd., Unit B, Oakland, CA 94610 |
| 7/8/2026 | 7:12 PM  | Home | No answer at door, no movement heard, quiet inside.<br>812 MacArthur Blvd., Unit B, Oakland, CA 94610 |

That the fee for this Service is \$

  
\_\_\_\_\_  
Timothy Ault  
Contracted by SOLANO LEGAL  
710 Empire Street,  
Fairfield, CA 94533  
(707) 426-6066

7/8/2026  
Executed On:

Order #:88072  
Their File



000300

ALAMEDA SUPERIOR COURT

Henry Ekwoe

Plaintiff

v.

Ernesto Nery, et al

Defendant

Case No.:26CV195919

**AFFIDAVIT OF DUE DILIGENCE**

That I, Timothy Ault, hereby solemnly declare under the penalties of perjury and upon personal knowledge that the contents of the following document are true and do affirm I am a competent person over 18 years of age and not a party to this action.

That I received within assignment for service on 7/1/2026 and after due and diligent effort I have not been able to serve said person. I attempted service on this servee on the following dates and times:

SERVEE: Any and All Occupants

DOCUMENTS: Summons, Complaint-Unlawful Detainer, Civil Case Cover Sheet, Prejudgment Claim Right to Possession, Notice of Unlawful Detainer (Eviction)

|          |          |      |                                                                                                       |
|----------|----------|------|-------------------------------------------------------------------------------------------------------|
| 7/2/2026 | 7:47 AM  | Home | No answer. Dog barking inside.<br>812 MacArthur Blvd., Unit B, Oakland, CA 94610                      |
| 7/3/2026 | 8:24 PM  | Home | No answer at door, no movement heard, quiet inside.<br>812 MacArthur Blvd., Unit B, Oakland, CA 94610 |
| 7/5/2026 | 11:36 AM | Home | No answer at door, no movement heard, quiet inside.<br>812 MacArthur Blvd., Unit B, Oakland, CA 94610 |
| 7/8/2026 | 7:12 PM  | Home | No answer at door, no movement heard, quiet inside.<br>812 MacArthur Blvd., Unit B, Oakland, CA 94610 |

That the fee for this Service is \$

  
\_\_\_\_\_  
Timothy Ault  
Contracted by SOLANO LEGAL  
710 Empire Street,  
Fairfield, CA 94533  
(707) 426-6066

7/8/2026  
Executed On:



Order #:88073  
Their File

**000301**

## PROOF OF ELECTRONIC SERVICE

**Case Name:** Ernesto Nery v. Henry Ekwoge

**RAP Case Number:** T25-0199

**Property Address:** 812 MacArthur Blvd, Unit B, Oakland, CA 94610

I, Ernesto Nery, declare as follows:

1. I am a party to the above-entitled action. My email address is ernestonery1@gmail.com and my mailing address is 812 MacArthur Blvd, Unit B, Oakland, CA 94610.
2. I am over the age of 18 years.
3. On **July 30, 2026**, I served the attached true and correct copies of the following documents:
  - o **City of Oakland Certificate of Occupancy (Permit RBC1900657)**
  - o **Certified Alameda County Superior Court Judgment (Case No. 26CV182619)**
  - o **Certified Alameda County Superior Court Request for Dismissal (Case No. 25CV160520)**
  - o **Audio File and Text Transcript of RAP Hearing dated February 25, 2026**
  - o **Order to Post and Mail**
4. **Method of Service:** By Electronic Mail Transmission (E-Mail). Pursuant to the City of Oakland Rent Adjustment Program emergency and digital filing regulations, I transmitted a complete electronic copy of the documents listed above to the email addresses of the parties named below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

### Parties Served Electronically:

- **Opposing Party (Landlord):**  
Henry Ekwoge  
hekwoe@yahoo.com
- **Rent Adjustment Program Staff & City Administrators:**  
Anali Valdez (Case Clerk) — avaldez@oaklandca.gov  
Jessica Leavitt (Assistant Program Manager) — JLeavitt2@oaklandca.gov  
Director of Housing & Community Development (HCD)

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

**Executed on:** July 30, 2026, at Oakland, California.

By:   
Ernesto Nery

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY<br>NAME: KELECHI CHARLES EMEZIEM<br>FIRM NAME: EMEZIEM & OTHERS<br>STREET ADDRESS: 333 HEGENBERGER ROAD, SUITE 503<br>CITY: OAKLAND STATE: CA ZIP CODE: 94621<br>TELEPHONE NO.: (510) 6280400 FAX NO.: (510) 6280500<br>EMAIL ADDRESS: KCEMEZIEM@EMEZIEMLAW.COM<br>ATTORNEY FOR (name): HENRY EKWOGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | FOR COURT USE ONLY<br><br><b>ELECTRONICALLY FILED</b><br>Superior Court of California,<br>County of Alameda<br><b>06/29/2026 at 07:11:23 PM</b><br>By: Malin Sok,<br>Deputy Clerk |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA<br>STREET ADDRESS: 1225 FALLON STREET<br>MAILING ADDRESS:<br>CITY AND ZIP CODE: OAKLAND, CA 94612<br>BRANCH NAME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CASE NUMBER:<br><b>26CV195919</b>                                                                                                                                                 |
| PLAINTIFF: HENRY EKWOGE<br>DEFENDANT: ERNESTO NERY<br><input checked="" type="checkbox"/> DOES 1 TO 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                   |
| <b>COMPLAINT—UNLAWFUL DETAINER*</b><br><input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                   |
| <b>Jurisdiction (check all that apply):</b><br><input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE (amount demanded does not exceed \$35,000)<br>Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input checked="" type="checkbox"/> exceeds \$10,000<br><input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$35,000)<br><input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply):<br><input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue). <input type="checkbox"/> from limited to unlimited.<br><input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue). <input type="checkbox"/> from unlimited to limited. |                                                                                                                                                                                   |

1. PLAINTIFF (name each):  
HENRY EKWOGE

alleges causes of action against DEFENDANT (name each):  
ERNESTO NERY

2. a. Plaintiff is (1) ☒ an individual over the age of 18 years. (4) ☐ a partnership.  
           (2) ☐ a public agency. (5) ☐ a corporation.  
           (3) ☐ other (specify):
- b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
3. a. The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):  
812 MACARTHUR BLV, UNIT B, OAKLAND, CA 94610
- b. The premises in 3a are (check one)  
     (1) ☒ within the city limits of (name of city): OAKLAND  
     (2) ☐ within the unincorporated area of (name of county):
- c. The premises in 3a were constructed in (approximate year):
4. Plaintiff's interest in the premises is ☒ as owner ☐ other (specify):
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

\* NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

|                                                    |                                   |
|----------------------------------------------------|-----------------------------------|
| PLAINTIFF: HENRY EKWOGE<br>DEFENDANT: ERNESTO NERY | CASE NUMBER:<br><b>26CV195919</b> |
|----------------------------------------------------|-----------------------------------|

6. a. On or about (date): JULY 30, 2023

defendant (name each):  
ERNESTO NERY

- (1) agreed to rent the premises as a ☒ month-to-month tenancy ☐ other tenancy (specify):  
 (2) agreed to pay rent of \$ 4,300.00 payable ☒ monthly ☐ other (specify frequency):  
 (3) agreed to pay rent on the ☒ first of the month ☐ other day (specify):

- b. This ☒ written ☐ oral agreement was made with  
 (1) ☒ plaintiff. (3) ☐ plaintiff's predecessor in interest.  
 (2) ☐ plaintiff's agent. (4) ☐ Other (specify):

- c. ☐ The defendants not named in item 6a are  
 (1) ☐ subtenants.  
 (2) ☐ assignees.  
 (3) ☐ Other (specify):

- d. ☐ The agreement was later changed as follows (specify):

- e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)

- f. ☐ (For residential property) A copy of the written agreement is **not** attached because (specify reason):  
 (1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.  
 (2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. The tenancy described in 6 (complete (a) or (b))

- a. ☐ is **not** subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is (specify):  
 b. ☒ is subject to the Tenant Protection Act of 2019.

8. (Complete only if item 7b is checked. Check all applicable boxes.)

- a. ☒ The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).  
 b. ☐ The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff (check one)  
 (1) ☐ waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of \$  
 (2) ☐ provided a direct payment of one month's rent under section 1946.2(d)(3), equaling \$  
 to (name each defendant and amount given to each):

- c. ☐ Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.

9. a. ☒ Defendant (name each): ERNESTO NERY

was served the following notice on the same date and in the same manner:

- (1) ☒ 3-day notice to pay rent or quit (5) ☐ 3-day notice to perform covenants or quit  
 (2) ☐ 30-day notice to quit (not applicable if item 7b checked)  
 (3) ☐ 60-day notice to quit (6) ☐ 3-day notice to quit under Civil Code, § 1946.2(c)  
 (4) ☐ 3-day notice to quit Prior required notice to perform covenants served (date):  
 (7) ☐ Other (specify):

|                                                    |                                   |
|----------------------------------------------------|-----------------------------------|
| PLAINTIFF: HENRY EKWOGE<br>DEFENDANT: ERNESTO NERY | CASE NUMBER:<br><b>26CV195919</b> |
|----------------------------------------------------|-----------------------------------|

9. b. (1) On (date): June 26, 2026 the period stated in the notice checked in 9a expired at the end of the day.  
 (2) Defendants failed to comply with the requirements of the notice by that date.  
 c. All facts stated in the notice are true.  
 d. ☒ The notice included an election of forfeiture.  
 e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)  
 f. ☐ One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. (Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)
10. a. ☒ The notice in item 9a was served on the defendant named in item 9a as follows:  
 (1) ☐ By personally handing a copy to defendant on (date):  
 (2) ☐ By leaving a copy with (name or description):  
 a person of suitable age and discretion, on (date): at defendant's  
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence  
 on (date): because defendant cannot be found at defendant's residence or usual place of business.  
 (3) ☒ By posting a copy on the premises on (date): June 11, 2026  
☒ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises  
 on (date): June 11, 2026  
 (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR  
 (b) ☐ because no person of suitable age or discretion can be found there.  
 (4) ☐ (Not for 3-day notice; see Civil Code, § 1946, before using) By sending a copy by certified or registered mail  
 addressed to defendant on (date):  
 (5) ☐ (Not for residential tenancies; see Civil Code, § 1953, before using) In the manner specified in a written  
 commercial lease between the parties
- b. ☐ (Name):  
 was served on behalf of all defendants who signed a joint written rental agreement.
- c. ☐ Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.
- d. ☒ Proof of service of the notice in item 9a is attached and labeled Exhibit 3.
11. ☒ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
12. ☒ At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$30,100.00
13. ☒ The fair rental value of the premises is \$ 143.33 per day.
14. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 14.)
15. ☐ A written agreement between the parties provides for attorney fees.
16. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):

Plaintiff has met all applicable requirements of the ordinances.

17. ☐ Other allegations are stated in Attachment 17.
18. Plaintiff accepts the jurisdictional limit, if any, of the court.



PLAINTIFF: HENRY EKWOGE  
 DEFENDANT: ERNESTO NERY

CASE NUMBER:

**26CV195919****19. PLAINTIFF REQUESTS**

- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. ☒ past-due rent of \$ 30,100.00
- d. ☒ reasonable attorney fees.
- e. ☒ forfeiture of the agreement.
- f. ☐ damages in the amount of waived rent or relocation assistance as stated in item 8: \$
- g. ☐ damages at the rate stated in item 13 from  
 date:  
 for each day that defendants remain in possession through entry of judgment.
- h. ☐ statutory damages up to \$600 for the conduct alleged in item 14.
- i. ☐ other (specify):

20. ☐ Number of pages attached (specify):

**UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)**

21. ☐ (Complete in all cases.) An unlawful detainer assistant ☐ did not ☐ did  
 for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from an unlawful  
 detainer assistant, complete a–f.)

- a. Assistant's name:
- b. Street address, city, and zip code:
- c. Telephone no.:
- d. County of registration:
- e. Registration no.:
- f. Expires on (date):

Date: June 29, 2026

KELECHI CHARLES EMEZIEM

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of  
 California that the foregoing is true and correct.

Date: June 29, 2026

HENRY EKWOGE

(TYPE OR PRINT NAME)

DocuSigned by:

Henry Ekwo

1AC0E0EF02C046E...

(SIGNATURE OF PLAINTIFF)



**EXHIBIT 1**

**LEASE AGREEMENT**

## RENTAL AGREEMENT

1. The parties to this agreement are Henry Ekwoke, hereinafter called "landlord," and Ernesto Nery, hereinafter called "tenant." If landlord is the agent of the owner of said property, the owner's name and address is:  
812 Macarthur Blvd Oakland, CA 94610

2. Property: Landlord hereby lets the following property to tenant for the term of this agreement: (a) the real property known as:

812B Macarthur Blvd.

And (b) the following furniture and appliances on said property: Refrigerator, stove, microwave, dish washer, air dryer, coffee maker.

Coffee Maker, Air Dryer

One Year  
3. Term: This agreement shall run ~~from month to month~~, beginning on:

8/30/23

4. Rent: The monthly rental for said property shall be \$ 4,300, due and payable by check by the 1st day of each month. (Total for 1st month:

\$4,300 + \$1,000 + \$50 + \$287 for 7/30 to 7/31) Total  
5. Utilities: Landlord agrees to furnish the following services and/or utilities: ☒ = \$5,637  
electricity, ☒ gas, ☒ garbage collection, ☒ trash removal, ☒ water, Wi-fi ☒

6. Deposits: Tenant will pay the following deposits and/or fees:

① Security deposit: \$1,000 (\$300 deducted for deep cleaning at end of tenancy) To

② Application Fee: \$50 This amount will be refunded within three weeks following the termination of the tenancy; unpaid rent, charges for damages beyond normal wear and tear, and costs for reasonable cleaning may be deducted.

7. Proper notice must be given before moving: Tenant may terminate occupancy only after giving a written full calendar month's notice. This notice must be received before the first day of the month that vacating will take place. This notice must be acknowledged by the Landlord to be effective. Improper, late, partial month, and verbal notices will not be accepted.

In addition, it is agreed:

8. Tenant shall not lease, sublease or assign the premises without the prior written consent of the Landlord (but this consent shall not be withheld unreasonably).

9. Landlord may enter the premises at reasonable times for the purpose of

inspection, maintenance or repair, and to show the premises to buyers or prospective tenants. In *all* instances, except those of emergency or abandonment, the landlord shall give tenant reasonable notice (at least one day) prior to such an entry.

10. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the landlord.

11. Landlord agrees to maintain regularly the building and grounds in a clean, orderly and neat manner. Landlord further agrees upon notice by Tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the premises.

12. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of neighbors. Tenant further agrees not to maintain a public nuisance and not conduct business or commercial activities on the premises.

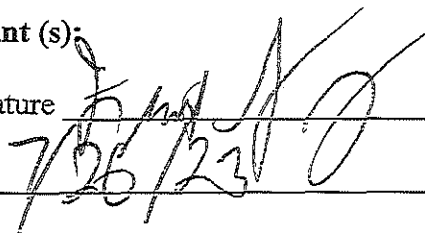
13. Tenant shall, upon termination of this agreement, vacate and return dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.

14. Additional terms: No smoking in the building. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. The Landlord may request additional payment if electricity bills for the unit exceed \$120/month.

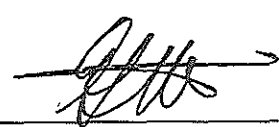
We, the undersigned, agree to this Rental Agreement:

Tenant (s):

Signature 

Date 7/26/23

Landlord:

Signature 

Date 7/24/23

**EXHIBIT 2**

**A COPY OF THE NOTICE**

**3 or 30-DAY NOTICE TO PAY RENT TO SURRENDER POSSESSION**

For Rent Due on or After July 15, 2023

TO: **ERNESTO NERY**

And All Others in Possession and DOES 1 TO 10, inclusive of the Premises located at:

**812 MACARTHUR BLVD**

City OAKLAND State CALIFORNIA County ALAMEDA Street Address \_\_\_\_\_ Unit# B  
Zip Code 94610

☒ Within 3 (Three) days, excluding Saturdays, Sundays and other judicial holidays after service of this Notice upon you:

OR

\_\_\_\_\_ Within 30 (Thirty) days, after service of this Notice upon you (for Premises subject to the CARES Act):

You are hereby required to pay to the undersigned Owner/Agent past due rent for the Premises in the amount of the Total Balance Due, stated below:

| Rent Came Due For        | Through Rental Period     | Amount Rent. | Due Date           | Amount | Balance    |
|--------------------------|---------------------------|--------------|--------------------|--------|------------|
| Rental Period From:      | To:                       | Due          |                    | Paid   |            |
| November 1, 20 <u>25</u> | November 30, 20 <u>25</u> | \$ 4300.00   | 11/1, 20 <u>25</u> | \$ 0   | \$ 4300.00 |
| December 1, 20 <u>25</u> | December 31, 20 <u>25</u> | \$ 4300.00   | 12/1, 20 <u>25</u> | \$ 0   | \$ 4300.00 |
| January 1, 20 <u>26</u>  | January 31, 20 <u>26</u>  | \$ 4300.00   | 1/1, 20 <u>26</u>  | \$ 0   | \$ 4300.00 |
| February 1, 20 <u>26</u> | February 28, 20 <u>26</u> | \$ 4300.00   | 2/1, 20 <u>26</u>  | \$ 0   | \$ 4300.00 |
| March 1, 20 <u>26</u>    | March 31, 20 <u>26</u>    | \$ 4300.00   | 3/1, 20 <u>26</u>  | \$ 0   | \$ 4300.00 |
| April 1, 2026            | April 30, 2026            | \$4300.00    | 4/1, 2026          | \$ 0   | \$4300.00  |
| May 1, 2026              | May 31, 2026              | \$4300.00    | 5/1, 2026          | \$ 0   | \$4300.00  |

Total Balance Due: \$ 30,100.00



Form provided by the East Bay Rental Housing Association  
© Form 3/30 Day Notice to Pay or Surrender (3/24)  
This form is for the exclusive use of current members of the East Bay Rental Housing Association



000311

"Oakland has a number of laws and protections that apply to evictions. Parties seeking legal advice should consult with an attorney. For information regarding this notice, the eviction process, or for a list of legal organizations that may be able to assist you, you may contact the City's Rent Adjustment Program (RAP) or visit their website.

Phone: (510)238-3721

Email: [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov)

Address: 250 Frank H. Ogawa Plaza Suite 5315, Oakland, CA 94612

Website: <http://www.oaklandrap.ca.gov/RAP>

California Civil Code §1785.26 Notice: a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

Penal Code Section 594 Notice: any person who maliciously damages or destroys the property of another is subject to fine and imprisonment.

The owner seeks to recover possession of the unit with good faith, honest intent and with no ulterior motive.

YOU ARE FURTHER NOTIFIED that this notice supersedes prior notice.

Dated: June 11 2026

Henry Ekwoge

Owner / Agent for Owner



Form provided by the East Bay Rental Housing Association  
© Form 3/30 Day Notice to Pay or Surrender (3/24)  
This form is for the exclusive use of current members of the East Bay Rental Housing Association.



# Proof of Service

I, the undersigned, being at least eighteen years of age, served this notice, of which this is a true copy, on

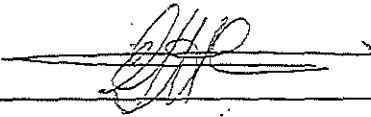
ERNESTO NERY, one of the Tenants listed above, as follows:

- ☐ On \_\_\_\_\_, 20\_\_\_\_ I delivered the notice to the Tenant personally.
- ☐ On \_\_\_\_\_, 20\_\_\_\_ I delivered the notice to a person of suitable age and discretion at the Premises after having attempted personal service at the Premises. On \_\_\_\_\_, 20\_\_\_\_ I mailed a second copy to the Tenant at the Premises.
- ☒ On JUNE 11, 2026 I posted the notice in a conspicuous place at the Premises, after attempting personal service at Premises, and after having been unable to find there a person of suitable age and discretion. On JUNE 11, 2026 I mailed a second copy to the Tenant at the Premises.

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

JUNE 11, 2026

Date

  
Signed

**EXHIBIT 3**

**PROOF OF SERVICE**



# Proof of Service

I, the undersigned, being at least eighteen years of age, served this notice, of which this is a true copy, on

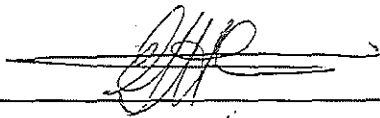
ERNESTO NERY, one of the Tenants listed above, as follows:

- ☐ On \_\_\_\_\_, 20\_\_\_\_ I delivered the notice to the Tenant personally.
- ☐ On \_\_\_\_\_, 20\_\_\_\_ I delivered the notice to a person of suitable age and discretion at the Premises after having attempted personal service at the Premises. On \_\_\_\_\_, 20\_\_\_\_ I mailed a second copy to the Tenant at the Premises.
- ☒ On JUNE 11, 2026 I posted the notice in a conspicuous place at the Premises, after attempting personal service at Premises, and after having been unable to find there a person of suitable age and discretion. On JUNE 11, 2026 I mailed a second copy to the Tenant at the Premises.

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

JUNE 11, 2026

Date

  
Signed

**SUMMONS—EVICTIION**  
**(CITACIÓN JUDICIAL—DESALOJO)**

SUM-130

**UNLAWFUL DETAINER / FORCIBLE DETAINER / FORCIBLE ENTRY**  
**(RETENCIÓN ILÍCITA DE UN INMUEBLE / RETENCIÓN FORZOSA / ENTRADA FORZOSA)**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

ERNESTO NERY; AND DOES 1 TO 100

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
HENRY EKWOGE

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Alameda

06/29/2026

Chad Finke, Executive Officer / Clerk of the Court

By: M. Sok Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. If this summons was served through the Secretary of State's Safe at Home address confidentiality program, you have 10 days from the date of service, not counting Saturdays and Sundays and other judicial holidays, to respond.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website ([www.lawhelpca.org](http://www.lawhelpca.org)), the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), or by contacting your local court or county bar association.

**FEE WAIVER:** If you cannot pay the filing fee, ask the clerk for a fee waiver form. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante. Si la presente citación le ha sido entregado a través del programa de dirección confidencial del Secretario del Estado Seguro en Casa, tiene 10 días después de la fecha de entrega, sin contar sábado y domingo y otros días feriados del tribunal, para responder.

Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpca.org](http://www.lawhelpca.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados local.

**EXENCIÓN DE CUOTAS:** Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier monto de \$10,000 ó más recibido mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

1. The name and address of the court is:  
(El nombre y dirección de la corte es):  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA, 1225 FALLON STREET, OAKLAND, CA 9621

CASE NUMBER (número de caso):

**26CV195919**

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
KELECHI CHARLES EMEZIEM, ESQ, EMEZIEM & OTHERS, 333 HEGENBERGER RD, STE 503, OAKLAND, CA 94621 (510) 6280400,

Page 1 of 2

**000316**

|                                                   |                   |
|---------------------------------------------------|-------------------|
| PLAINTIFF (Name): HENRY EKWOGE                    | CASE NUMBER:      |
| DEFENDANT (Name): ERNESTO NERY; AND DOES 1 TO 100 | <b>26CV195919</b> |

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400–6415) ☐ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 4 below.)

4. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):

- a. Assistant's name:
- b. Telephone no.:
- c. Street address, city, and zip:

d. County of registration:

e. Registration no.:

f. Registration expires on (date):

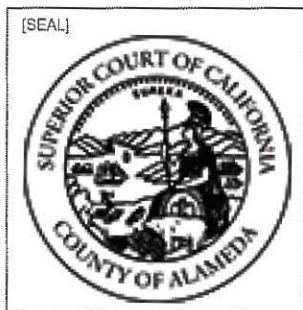
Chad Finke, Executive Officer / Clerk of the Court

Date: 06/29/2026  
(Fecha)

Clerk, by Melen Jd M. Sok, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (form POS-010).)

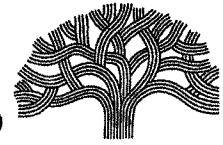


5. NOTICE TO THE PERSON SERVED: You are served

- a. ☒ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as an occupant.
- d. ☐ on behalf of (specify):
 

|                                                                   |                                                          |
|-------------------------------------------------------------------|----------------------------------------------------------|
| under <input type="checkbox"/> CCP 416.10 (corporation).          | <input type="checkbox"/> CCP 416.60 (minor).             |
| <input type="checkbox"/> CCP 416.20 (defunct corporation).        | <input type="checkbox"/> CCP 416.70 (conservatee).       |
| <input type="checkbox"/> CCP 416.40 (association or partnership). | <input type="checkbox"/> CCP 416.90 (authorized person). |
| <input type="checkbox"/> CCP 415.46 (occupant).                   | <input type="checkbox"/> other (specify):                |
- e. ☐ by personal delivery on (date):





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

Housing and Community Development Department  
Rent Adjustment Program

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

## **ADMINISTRATIVE DECISION**

**CASE NUMBER & NAME:** T25-0199, Nery v. Ekwoqe  
**PROPERTY ADDRESS:** 812 MacArthur Blvd., Unit B, Oakland, California  
**DATE OF DECISION:** August 18, 2026  
**PARTIES:** Ernesto Nery, Tenant  
Henry and Stella Ekwoqe, Owners

### **BACKGROUND**

Tenant Ernesto Nery filed a *Tenant Petition* on December 2, 2025, alleging a decrease in housing services regarding the internet service, unreliable heater, and a hostile environment created by the owner by going through the tenant's trash to sort recyclables and waste. The petition also disputes a single rent increase from \$0.00 to \$4,300.00 per month on June 30, 2023, alleging that (1) the owner was not permitted to set the initial rent of \$4,300.00 at the time the tenant moved into the unit on June 30, 2023; (2) that the tenant is unlawfully being charged for utilities; (3) that the tenant never received the notice of the existence of the Rent Adjustment Program (RAP Notice); and (4) that the owner failed to comply with the registry requirement. The tenant signed his petition under penalty of perjury on December 2, 2025.

On January 27, 2026, the owners Henry and Stella Ekwoqe filed a *Property Owner Response to Tenant Petition*. The response alleged that the subject unit is exempt from the Rent Adjustment Ordinance as a newly constructed ADU that received a Certificate of Occupancy after January 1, 1983. A copy of the Certificate of Occupancy issued by the City of Oakland Planning and Building Department on January 24, 2023, was submitted along with the owner's response.<sup>1</sup> The owner signed the response under penalty of perjury on January 24, 2026.

### **REASON FOR ADMINISTRATIVE DECISION**

An Administrative Decision is a decision issued without a Hearing. The purpose of a Hearing is to allow resolution of disputes of material facts. However, in this case,

---

<sup>1</sup> A Certificate of Occupancy, issued on 1/24/2023, Permit RBC1900657 to "legalize conversion of carport and garage into 829SF new ADU. The existing SFD is now designated as Unit A and the new ADU as Unit B."

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 is now being issued.

### Jurisdiction

The Rent Adjustment Ordinance exempts dwelling units which were newly constructed and received a Certificate of Occupancy on or after January 1, 1983.<sup>2</sup> To qualify as a newly constructed dwelling unit, the dwelling unit must be entirely newly constructed OR created from space that was formerly entirely nonresidential.<sup>3</sup> This exemption includes legal conversions of uninhabited spaces, such as garages, attics, basements, and former commercial spaces.<sup>4</sup>

The Certificate of Occupancy for the subject unit, Unit B, was issued on January 24, 2023, which is after January 1, 1983. The Certificate of Occupancy states that the permit was issued for “Legalize conversion of carport and garage into 829 SF new ADU with 2 bedrooms at rear...new ADU to be Unit B”. This document was submitted to the RAP by both parties separately, one copy was submitted by the tenant and one copy by the owners. The Tenant also submitted “Certified 1976 Structural Engineering Blueprints & Site Plans” and “City of Oakland Stamped Plan Revisions” that consistently demonstrate that the space where the new ADU (Unit B) was constructed was previously a carport and garage.

On February 25, 2025, at 10:00 am, parties appeared for the Settlement Conference and discussed the issues in this matter, including the potential exemption of this unit based on the January 24, 2023, Certificate of Occupancy. Specifically, the parties discussed the conversion of the unit from a non-residential carport to a new residential ADU. The tenant argued that the RAP’s website states that if the property is created as a result of conversion, it is not exempt.

The evidence provided by both parties demonstrates that the new ADU was newly constructed by converting an uninhabited space (carport and garage), into new residential Unit B. The tenant relied on the fact that “conversion” automatically means that the unit is not exempt if it was converted from an existing space. However, as stated above, a non-residential structure that is converted to a residential unit qualifies as a new construction if the Certificate of Occupancy was issued after January 1, 1983.

Based on the date and information on the Certificate of Occupancy, the new ADU - Unit B - is exempt from the Rent Adjustment Ordinance. Therefore, the Rent Adjustment Program (RAP) does not have jurisdiction over the subject unit and cannot address any issues raised in the Tenant Petition.

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<sup>2</sup> O.M.C. §8.22.030.A.5

<sup>3</sup> *Id.* (emphasis added)

<sup>4</sup> RAP Regulations 8.22.030.B.2

### Unit Also Exempt from RAP Registry and RAP Fee

The tenant also alleged in his petition that the owners failed to register the subject unit with the RAP.

The Rent Adjustment Ordinance requires registration with the RAP of all units that are covered by the Rent Adjustment Ordinance and/or Just Cause for Eviction Ordinance.<sup>5</sup> Additionally, the Rent Program Service Fee is to be “charged...against any residential rental units that are either covered units or are covered by the Just Cause for Eviction Ordinance.”<sup>6</sup> If the unit is exempt from both Ordinances, the owners are not required to register the exempt unit with the RAP and are not required to pay the RAP fee.

The Just Cause for Eviction Ordinance applies to all residential rental units with limited exemptions. The new construction exemption applies to units with Certificates of Occupancy issued within the past 10 years. Conversions are also exempt with the exception of conversions of existing residential or commercial space.<sup>7</sup>

In this case, the Certificate of Occupancy was issued on January 24, 2023, which is less than ten (10) years ago. This new ADU was created as a result of legal conversion of carport and garage, a non-residential space, and not by converting an existing residential or commercial space. Therefore, the subject unit is also exempt from the Just Cause for Eviction Ordinance.

Because the subject unit is exempt from both the Rent Adjustment Ordinance and the Just Cause for Eviction Ordinance, it is not subject to the Rent Registration.<sup>8</sup> Therefore, the Rent Program Service fee does not apply to this Unit.

### **ORDER**

1. Tenant Petition T25-0199 is dismissed for lack of jurisdiction.
2. The Remote Hearing scheduled for September 22, 2026, is cancelled.

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

Dated: August 18, 2026

*Linda Moroz*  
\_\_\_\_\_  
Linda Moroz, Hearing Officer  
Rent Adjustment Program

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<sup>5</sup> O.M.C. §8.22.510

<sup>6</sup> O.M.C. §8.22.500

<sup>7</sup> O.M.C. §8.22.350(H)

<sup>8</sup> Even though the subject unit is exempt from the Rent Registration, the owners registered Unit B with the RAP online on August 3, 2026.

**PROOF OF SERVICE**  
**Case Number: T25-0199**  
**Case Name: Nery v. Ekwoge**

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

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

**Documents Included:**

Administrative Decision

**Owner**

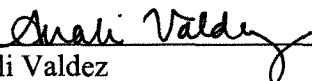
Henry Ekwoge  
812 MacArthur Blvd  
Oakland, CA 94610

**Tenant**

Ernesto Nery  
812 MacArthur Blvd Apt B  
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 19, 2026** in Oakland, California.

  
\_\_\_\_\_  
Anali Valdez  
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](http://www.oaklandca.gov/RAP)

For Rent Adjustment Program date stamp.

## APPEAL

|                                                                                                               |                                                                                 |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>Appellant's Name</b><br>Ernesto Nery                                                                       | <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant       |
| <b>Property Address (Include Unit Number)</b><br>812 MacArthur Blvd, APT B, Oakland, CA 94610                 |                                                                                 |
| <b>Appellant's Mailing Address (For receipt of notices)</b><br>812 MacArthur Blvd Apt B,<br>Oakland, CA 94610 | <b>Case Number</b><br>T25-0199<br><b>Date of Decision appealed</b><br>8/30/2026 |
| <b>Name of Representative (if any)</b><br>Self Represented                                                    | <b>Representative's Mailing Address (For notices)</b>                           |

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

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



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

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

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

I served a copy of: Henry Ekwoge (insert name of document served)  
☐ And Additional Documents

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

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

|                               |                    |
|-------------------------------|--------------------|
| <b><u>Name</u></b>            | Henry Ekwoge       |
| <b><u>Address</u></b>         | 812 MacArthur Blvd |
| <b><u>City, State Zip</u></b> | Oakland, CA 94610  |
| <b><u>Email Address</u></b>   | HEkwoge@yahoo.com  |
| <b><u>Name</u></b>            |                    |
| <b><u>Address</u></b>         |                    |
| <b><u>City, State Zip</u></b> |                    |



# Index of Administrative Exhibits

UPDATED THROUGH EXHIBIT 23

|                                                              |                                   |
|--------------------------------------------------------------|-----------------------------------|
| CASE<br>T25-0199                                             | MATTER<br>Nery v. Ekwoge          |
| PROPERTY<br>812 MacArthur Blvd., Unit B<br>Oakland, CA 94610 | APPELLANT<br>Ernesto Nery, Tenant |

**35** files indexed  
34 files from the September 1, 2026 RAP Appeal Administrative Exhibits folder, plus Exhibit 23.

NEW RECORD ADDED

## Exhibit 23

Declaration of Non-Filing of Certificate of Exemption, City of Oakland, executed by Cynthia Jay on August 28, 2026.

No record of a Certificate of Exemption issued for 812 MacArthur Blvd., Unit B was found.

# Files 01-05

|    |                                                                                                                     |                               |
|----|---------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 01 | <b>Exhibit 1</b><br>EXHIBIT 1 - Check List for Hearing Officers.pdf                                                 | PDF · 423 KB · Aug. 7, 2026   |
| 02 | <b>Exhibit 2</b><br>EXHIBIT 2 - Certificate of Exemption - Cover Letter_Redacted.pdf                                | PDF · 293 KB · Aug. 7, 2026   |
| 03 | <b>Exhibit 3A</b><br>EXHIBIT 3A: Official RAP Hearing Transcript (Proceedings Dated February 25, 2026) Audio Shared | Audio · 3.4 MB · Aug. 6, 2026 |
| 04 | <b>Exhibit 3B</b><br>EXHIBIT 3B: RAP Hearing Transcription.pdf                                                      | PDF · 1.2 MB · Aug. 7, 2026   |
| 05 | <b>Exhibit 3C</b><br>Exhibit 3C- Sample Administrative Decisions_Redacted.pdf                                       | PDF · 979 KB · Aug. 6, 2026   |

# Files 06-10

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|    |                                                                                                                                   |                             |
|----|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 06 | <b>Exhibit 3D</b><br>EXHIBIT 3D: Official RAP Written Order Terminating Proceedings (Dated March 12, 2026)                        | PDF · 435 KB · Aug. 6, 2026 |
| 07 | <b>Exhibit 4</b><br>EXHIBIT 4: City of Oakland Building Permit Record (Permit No. RBC1900657)                                     | PDF · 81 KB · Aug. 5, 2026  |
| 08 | <b>Exhibit 4A</b><br>EXHIBIT 4A: Certified 1976 Structural Engineering Blueprints & Site Plans                                    | PDF · 3.1 MB · Aug. 5, 2026 |
| 09 | <b>Exhibit 4B</b><br>EXHIBIT 4B: City of Oakland Stamped Plan Revisions (Permit No. RBC1900657, Dated 12/07/2020)                 | PDF · 1.6 MB · Aug. 5, 2026 |
| 10 | <b>Exhibit 5</b><br>EXHIBIT 5: Official Email Determination from RAP Project Manager Allison Pretto (Dated November 17, 2025).pdf | PDF · 592 KB · Aug. 6, 2026 |

# Files 11-15

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|    |                                                                                                                                                                                                                                                                                                                                            |                             |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 11 | <b>Exhibit 6</b><br>EXHIBIT 6: Alameda County Superior Court Final Minute Order (Dated June 11, 2026 - Case No. 26CV182619)                                                                                                                                                                                                                | PDF · 109 KB · Aug. 5, 2026 |
| 12 | <b>Exhibit 7</b><br>EXHIBIT 7: Alameda County Superior Court Request for Dismissal (Dated April 17, 2026 - Case No. 25CV160520)                                                                                                                                                                                                            | PDF · 620 KB · Aug. 5, 2026 |
| 13 | <b>Exhibit 7A</b><br>EXHIBIT 7A: Tenant's Supplemental Evidence Submission Log & Confirmed Delivery ReceiptCitation: Exhibit 7A, Page 1 (Email Thread Dated April 3–7, 2026)Purpose: Establishes that RAP staff were formally notified on April 3, 2026, that the landlord's initial default judgment was completely vacated by the court. | PDF · 262 KB · Aug. 6, 2026 |
| 14 | <b>Exhibit 8</b><br>EXHIBIT 8: Official Written Admission from Assistant Program Manager Jessie Leavitt (Dated July 30, 2026)                                                                                                                                                                                                              | PDF · 1.3 MB · Aug. 5, 2026 |
| 15 | <b>Exhibit 9</b><br>EXHIBIT 9: Official Written Assurance from Program Analyst Anali Valdez (Dated May 12, 2026)                                                                                                                                                                                                                           | PDF · 1.5 MB · Aug. 5, 2026 |

# Files 16-20

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|    |                                                                                                                         |                             |
|----|-------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 16 | <b>Exhibit 10</b><br>EXHIBIT 10: RAP Board Appeal Precedent Decision (McQuillon v. American Liberty, Case T19-0313)     | PDF · 50 KB · Aug. 5, 2026  |
| 17 | <b>Exhibit 11</b><br>EXHIBIT 11: Official City of Oakland RAP Internal Hearing Master Script and Protocols (Pages 1–6)  | PDF · 218 KB · Aug. 5, 2026 |
| 18 | <b>Exhibit 12</b><br>EXHIBIT 12: Official RAP Internal Policy on Ex-Parte Communications by Hearing Officers (Page 1–2) | PDF · 50 KB · Aug. 5, 2026  |
| 19 | <b>Exhibit 13</b><br>EXHIBIT 13: Official RAP Internal Policy on Settlements and Mediation Mandates (Pages 1–16)        | PDF · 1.2 MB · Aug. 5, 2026 |
| 20 | <b>Exhibit 14</b><br>EXHIBIT 14: City of Oakland Bureau of Building Construction Valuation Manual (Pages 1–16)          | PDF · 1.5 MB · Aug. 5, 2026 |

# Files 21-25

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|    |                                                                                                                                                                   |                              |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 21 | <b>Exhibit 15</b><br>EXHIBIT 15 Alameda County Superior Court Register of Actions (Case No. 26CV195919).pdf                                                       | PDF · 286 KB · Aug. 10, 2026 |
| 22 | <b>Exhibit 15 (image)</b><br>EXHIBIT 15: Alameda County Superior Court Register of Actions (Case No. 26CV195919), downloaded August 7, 2026.                      | Image · 35 KB · Aug. 7, 2026 |
| 23 | <b>Exhibits 16 &amp; 17</b><br>EXHIBIT 16 & 17 Official Written Service Directive from Program Analyst Anali.pdf                                                  | PDF · 1.2 MB · Aug. 10, 2026 |
| 24 | <b>Exhibit 18</b><br>EXHIBIT 18 Official Written Conditional Hearing Determination & Proof-of-.pdf                                                                | PDF · 620 KB · Aug. 10, 2026 |
| 25 | <b>Exhibits 19 &amp; 20</b><br>EXHIBIT 19 and Exhibit 20 Anali Email stating No Written Policy & No Answer to How Superiour Court is affected by RAPS deciion.pdf | PDF · 2.6 MB · Aug. 10, 2026 |



# Files 26-30

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|    |                                                                                           |                              |
|----|-------------------------------------------------------------------------------------------|------------------------------|
| 26 | <b>Exhibit 21</b><br>EXHIBIT 21: Filed Proof of Service of Petition for Writ of Mandate   | PDF · 791 KB · Sept. 1, 2026 |
| 27 | <b>Exhibit 22</b><br>EXHIBIT 22: RAP Administrative Decision / Order and Mailing Envelope | PDF · 2 MB · Sept. 1, 2026   |
| 28 | <b>Index</b><br>Index_of_Administrative_Exhibits_UPDATED_22.pdf                           | PDF · 333 KB · Sept. 1, 2026 |
| 29 | <b>Service record</b><br>Proof of Service August 7.pdf                                    | PDF · 276 KB · Aug. 7, 2026  |
| 30 | <b>Appeal filing</b><br>RAP Appeal Completed.pdf                                          | PDF · 819 KB · Aug. 30, 2026 |

# Files 31-35

|    |                                                                                                                                                                                                                                                                                                                                                                                                                        |                              |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 31 | <b>Appeal statement</b><br>rap-appeal-t25-0199.pdf                                                                                                                                                                                                                                                                                                                                                                     | PDF · 97 KB · Aug. 30, 2026  |
| 32 | <b>Research digest</b><br>rap-digest-key-cases-hearing-burden (1).pdf                                                                                                                                                                                                                                                                                                                                                  | PDF · 59 KB · Aug. 30, 2026  |
| 33 | <b>Grounds chart</b><br>T25-0199_RAP_Appeal_Grounds_Chart.docx                                                                                                                                                                                                                                                                                                                                                         | DOCX · 39 KB · Sept. 1, 2026 |
| 34 | <b>Proof of service</b><br>T25-0199_RAP_Proof_of_Service (1).pdf                                                                                                                                                                                                                                                                                                                                                       | PDF · 72 KB · Sept. 1, 2026  |
| 35 | <b>Exhibit 23</b><br>EXHIBIT 23: Declaration of Non-Filing of Certificate of Exemption - City of Oakland - Cynthia Jay - Executed August 28, 2026 - 812 MacArthur Blvd., Unit B, Oakland, CA 94610.pdf<br><br><b>Record statement:</b> City custodian Cynthia Jay declared that, after a thorough search, no record of a Certificate of Exemption issued for 812 MacArthur Blvd., Unit B, Oakland, CA 94610 was found. | PDF · 284 KB · Sept. 1, 2026 |

# Appeal of Administrative Decision

Request to reverse dismissal or remand for a full evidentiary hearing

**Case:** T25-0199, Nery v. Ekwoge

**Decision:** August 18, 2026

**Property:** 812 MacArthur Blvd., Unit B

**Appellant:** Ernesto Nery, Tenant

**Ground for appeal.** The Administrative Decision was issued without a hearing on the premise that there were “sufficient uncontested facts” and “no material facts in dispute.” The decision itself, however, identifies the tenant’s contrary evidence and interpretation concerning whether Unit B was a conversion or qualifying new construction. RAP’s written hearing-officer materials also state that exemption petitions “cannot be mediated, must go to hearing.”

## Requested disposition

Appellant requests that the Rent Board **reverse** the dismissal for lack of jurisdiction or, at minimum, **remand** the matter for a properly noticed evidentiary hearing at which both parties may present testimony and documentary evidence and the owner bears the burden of proving the claimed exemption by a preponderance of the evidence.

## The no-hearing premise conflicts with the record

The Administrative Decision explains that a hearing resolves disputes of material fact and states that no such dispute existed. Yet the same decision records that:

- the Certificate of Occupancy describes Permit RBC1900657 as legalizing the conversion of a carport and garage into an 829-square-foot accessory dwelling unit;
- the tenant submitted certified 1976 structural engineering blueprints and City-stamped plan revisions showing the space was previously a carport and garage; and
- the tenant expressly disputed that the conversion qualified for the claimed exemption.

Those competing positions concern the central jurisdictional fact. Resolving them without receiving testimony or allowing the tenant to present and explain the documentary record converted a disputed exemption issue into an “uncontested” one.

“An Administrative Decision is a decision issued without a Hearing. The purpose of a Hearing is to allow resolution of disputes of material facts.” Administrative Decision, p. 1.

## RAP’s written procedure required an exemption hearing

The hearing-officer checklist states, without qualification: “**Exemption petitions cannot be mediated, must go to hearing.**” It separately identifies “No dispute of material fact” as a ground for an Administrative Decision. Read together, those instructions support a hearing where, as here, the tenant challenges the factual and documentary basis for exemption.

# The written safeguards were bypassed

## 1. Exemption petitions go to hearing

The checklist states: “Exemption petitions cannot be mediated, must go to hearing.” The August 18 decision instead dismissed the Tenant Petition by Administrative Decision and canceled the September 22 hearing.

Hearing Officer Checklist, numbered p. 3 (PDF p. 4); Administrative Decision, p. 3.

## 2. A material dispute bars summary treatment

The checklist lists “No dispute of material fact” as a ground for an Administrative Decision. Here, the decision itself recounts competing evidence and positions about the legal and physical character of the project.

Hearing Officer Checklist, numbered p. 4 (PDF p. 5); Administrative Decision, pp. 1-2.

## 3. The owner bears the exemption burden

The checklist places the burden of proof on the owner “for RAP notice and justification for rent increase or exemption,” under a general preponderance standard. A hearing was the identified process for testing that proof.

Hearing Officer Checklist, numbered p. 5 (PDF p. 6).

## 4. The tenant was entitled to present evidence

The checklist directs the hearing officer to balance the opportunity to be heard, receive relevant evidence, rule on objections, and allow pre-hearing review of documents. No evidentiary hearing occurred before dismissal.

Hearing Officer Checklist, numbered pp. 5-6 (PDF pp. 6-7).

## The tenant-service and continuance procedure also supports remand

The occupancy memorandum in the same hearing-officer materials addresses an owner petition filed while a unit was vacant when a tenant occupies it by the hearing date. It directs RAP to obtain the tenant’s information, serve the tenant with the Owner Petition and an Amended Notice of Hearing, and continue the proceeding 45-60 days to protect due process. The record should establish whether those steps occurred here before RAP decided the exemption and dismissed the Tenant Petition.

# The City's records require a hearing

## The Certificate of Occupancy contains contrary limiting language

The decision relies on the January 24, 2023 Certificate of Occupancy and the conversion of former nonresidential space. But the face of that City-issued certificate states:

“This issued certificate of occupancy is not a new certificate of occupancy for the purposes of exemption from any state or local law that provides protections to residential tenants such as rent control or eviction control.” Certificate of Occupancy, Permit RBC1900657.

The decision does not address that limiting language. Because the document on which the decision relies expressly speaks to tenant-protection exemptions, the Board should not affirm without resolving its meaning on a developed record.

## No Certificate of Exemption was found for Unit B

On August 28, 2026, City custodian Cynthia Jay certified after a thorough search that she found no Certificate of Exemption issued for 812 MacArthur Blvd., Unit B. RAP's checklist separately instructs staff to calendar issuance of an exemption for 20 days after the decision is sent. The non-filing declaration does not by itself decide coverage, but it confirms that no final Certificate of Exemption was located and supports remand for clarification of the claimed exemption's procedural status.

**Result:** The central documents do not all point in the same direction. The decision treated the exemption as suitable for summary disposition, while the Certificate of Occupancy contains express limiting language and the City's records contain no Certificate of Exemption for Unit B. Those conflicts should be examined at a hearing.

# A hearing is the narrow, record-based remedy

## The Board should reverse or remand

This appeal does not ask the Board to resolve the exemption on an undeveloped paper record. It asks the Board to enforce the hearing process described in RAP's own materials where the dispositive facts and documents were disputed.

### Appellant respectfully requests that the Board:

1. **Reverse** the August 18, 2026 Administrative Decision dismissing T25-0199 for lack of jurisdiction; or alternatively
2. **Remand** for a full evidentiary hearing with proper notice and a meaningful opportunity for both parties to present testimony and documentary evidence;
3. Require the owner to carry the burden of proving any claimed exemption by a preponderance of the evidence;
4. Require express findings addressing the Certificate of Occupancy's tenant-protection disclaimer, the permit and plan evidence describing a carport/garage conversion, and the absence of a filed Certificate of Exemption; and
5. Restore the Tenant Petition to the hearing calendar pending that determination.

**Why remand is appropriate:** It preserves the Board's role, permits examination of the documents and testimony, and allows express findings on the exemption before the tenant's underlying claims are dismissed for lack of jurisdiction.

# Supporting documents and timing

## Supporting documents

| Document                                      | Point supported                                                                                                                                                         |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Administrative Decision<br>Aug. 18, 2026      | No-hearing standard; competing evidence and positions; dismissal for lack of jurisdiction; cancellation of Sept. 22 hearing.                                            |
| Proof of Service and envelope                 | Proof signed Aug. 19, 2026; envelope postmarked Aug. 20, 2026. Preserve both for timeliness.                                                                            |
| Hearing Officer Checklist                     | Exemption petitions must go to hearing; administrative decision requires no material factual dispute; burden on owner; opportunity to be heard and evidence procedures. |
| Occupancy memorandum                          | Tenant service, amended notice, and 45-60 day continuance procedure when tenancy begins after an owner files.                                                           |
| Certificate of Occupancy<br>Permit RBC1900657 | Conversion description and express disclaimer against use as a new certificate for tenant-protection exemptions.                                                        |
| Declaration of Non-Filing<br>Aug. 28, 2026    | City custodian found no Certificate of Exemption issued for Unit B after a thorough search.                                                                             |

**Filing timing:** The decision requires receipt of a properly completed RAP appeal form within 20 days after service. The proof states August 19, 2026; the envelope is postmarked August 20. To avoid a timeliness dispute, use September 8, 2026 as the conservative filing target.

Ernesto Nery, Appellant  
Date: \_\_\_\_\_

Attachments should be labeled to match the supporting-document table. This statement relies on the cited case materials and requests procedural review of the dismissal.

# RAP Appeal Digest: Hearing & Exemption Burden

T25-0199  
APPEAL EXHIBIT

Three controlling Board summaries for a disputed new-construction exemption

**Core rule.** An exemption cannot be granted unless the owner proves it. Where the new-construction record is disputed or incomplete, the Board requires reevaluation under the preponderance standard and, if the property is not exempt, merits hearings on the tenant petitions.

## T17-0390 - Allen v. Casalongue

Digest p. 46

“Board Panel affirmed Hearing Decision that granted tenant petition challenging rent increase where Owner did not appear for Hearing because he was granted an exemption for the same property in a previous case. Hearing Decision stated that exemption could not be granted without owner meeting burden of proof to establish exemption. Board Panel explicitly found that there was no good cause for owner not to appear at underlying hearing.”

**Disposition:** Affirmed.

## T18-0372 et al. - Amory et al. v. Green Sage

Digest p. 48

“The hearing officer decided that the property was exempt on the basis of new construction because a Certificate of Occupancy was issued in 2011, and there was no evidence of residential use prior to January 1, 1983. On February 24, 2022, the Board remanded the hearing decision in part for reevaluation (1) reconsider the burden of proof and reevaluate whether the record contains a preponderance of any evidence that the landlord has met their burden of proof, demonstrating that there was no prior residential use at any time before the conversion occurred and that the certificate of occupancy was obtained on or after 1983; (2) reevaluate prior decision in light of the fact that Oakland has a live-work space exemption; and (3) reevaluate the decision in light of the lack of temporal limitation on residential use prior to conversion.”

**Disposition:** Remanded for reevaluation of exemption and burden of proof.

## L19-0013 - Vulcan Lofts LLC et al. v. Tenants

Digest pp. 49-50

“Issue: Long-running dispute over new construction exemption, tied to pre-Certificate-of-Occupancy residential use. Hearing Officer Remand Decision (2025): Found property exempt, concluding no residential use existed before Certificates of Occupancy in 1987. Tenants’ Appeal: Argued substantial evidence of pre-1987 residential use and misapplication of Amory v. Green Sage. Board Decision (Feb. 12, 2026): Reversed Hearing Officer; found substantial evidence of pre-COO residential use. Property not exempt. Remanded all tenant petitions for merits hearings. Requested new Hearing Officer for remand. Vote: 6-0.”

**Disposition:** Reversed exemption finding; remanded all tenant petitions for merits hearings.

### Application to dismissal without the scheduled evidentiary hearing

Together, these decisions support an appeal that RAP could not resolve a disputed exemption against the tenant without developing the evidentiary record.

- **Allen:** the owner must prove the exemption; a prior exemption does not substitute for proof in the pending case.
- **Amory:** the record must show, by a preponderance, no prior residential use before conversion and a qualifying post-1983 certificate of occupancy.
- **Vulcan:** substantial contrary evidence defeats exemption and requires hearings on the tenant petitions’ merits.



## PROOF OF ELECTRONIC SERVICE

Case Name: Ernesto Nery v. Henry Ekwoge

RAP Case Number: T25-0199

Property Address: 812 MacArthur Blvd, Unit B, Oakland, CA 94610

I, Ernesto Nery, declare as follows:

1. I am a party to the above-entitled action. My email address is ernestonery1@gmail.com and my mailing address is 812 MacArthur Blvd, Unit B, Oakland, CA 94610.
2. I am over the age of 18 years.
3. On August 7, 2026, I served the attached true and correct copies of the following documents:
  - Exhibit 1: RAP Hearing Officer's Manual Checklist (Pages 4–6)
  - Exhibit 2: Blank RAP Certificate of Exemption Template (Pages 1–2)
  - Exhibit 3A & 3B: Official RAP Hearing Transcript - Feb 25, 2026 (Pages 2–6)
  - Exhibit 3C: Collection of RAP Administrative Decisions 2012–2014 (Pages 2, 5, 7)
  - Exhibit 3D: Official RAP Written Order Terminating Proceedings - March 12, 2026 (Page 1)
  - Exhibit 4: City of Oakland Building Permit Record - Permit No. RBC1900657 (Page 1)
  - Exhibit 4A: Certified 1976 Structural Engineering Blueprints & Site Plans (Sheets 3–4)
  - Exhibit 4B: City of Oakland Stamped Plan Revisions - Dated 12/07/2020 (Pages 4– 5)
  - Exhibit 5: Official Email Determination from Project Manager Allison Pretto (Page 1)
  - Exhibit 6: Alameda County Superior Court Final Minute Order - Case No. 26CV182619 (Page 1)
  - Exhibit 7: Alameda County Superior Court Request for Dismissal - Case No. 25CV160520 (Page 1)
  - Exhibit 7A: Tenant's Supplemental Evidence Submission Log - April 2026 (Page 1)
  - Exhibit 8: Official Written Admission from Assistant Program Manager Jessie Leavitt (Page 1)
  - Exhibit 9: Official Written Assurance from Program Analyst Anali Valdez (Page 1)
  - Exhibit 10: RAP Board Appeal Precedent Decision - McQuillon v. American Liberty (Pages 1–4)
  - Exhibit 11: Official City of Oakland RAP Internal Hearing Master Script (Pages 2–4)
  - Exhibit 12: Official RAP Internal Policy on Ex-Parte Communications (Page 2)
  - Exhibit 13: Official RAP Internal Policy on Settlements and Mediation Mandates (Pages 2–3, 10)
  - Exhibit 14: City of Oakland Bureau of Building Construction Valuation Manual (Page 13)
  - Exhibit 15: Alameda County Superior Court Registry of Actions (Case No. 26CV195919), downloaded August 7, 2026.
  - Enclosure: Signed Proof of Service Form

**000339**

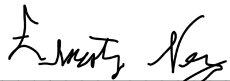
4. Method of Service: By Electronic Mail Transmission (E-Mail). Pursuant to the City of Oakland Rent Adjustment Program electronic filing regulations, I transmitted a complete electronic copy of the documents listed above to the email addresses of the parties named below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

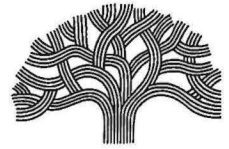
Parties Served Electronically:

- Opposing Party (Landlord): Henry Ekwoge  
hekwoe@yahoo.com
- Rent Adjustment Program Staff & City Administrators:  
Anali Valdez (Case Clerk) — avaldez@oaklandca.gov  
Jessica Leavitt (Assistant Program Manager) — JLeavitt2@oaklandca.gov  
Director of Housing & Community Development (HCD)

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

Executed on: August 7, 2026, at Oakland, California.

By: \_\_\_\_\_  
Ernesto Nery



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

Housing and Community Development Department  
Rent Adjustment Program

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

## DECLARATION OF NON-FILING

I, **Cynthia Jay**, certify that:

I am a Custodian of Records for the City of Oakland Rent Adjustment Program, with overall responsibility for maintenance of the records of this section. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, Alameda County, California 94612.

After conducting a thorough search of records within the City of Oakland Rent Adjustment Program, I found no record of a Certificate of Exemption issued for the property address 812 MacArthur Blvd., Unit B, Oakland, CA 94610.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the State of California.

**Executed in Oakland, California on Friday August 28, 2026.**

A handwritten signature in blue ink that reads "Cynthia Jay". The signature is written in a cursive, flowing style.

Cynthia Jay  
Administrative Analyst I  
City of Oakland, Rent Adjustment Program

# EXHIBIT 1

## CHECKLIST FOR HEARING OFFICERS Rent Adjustment Program

Case Name:

Case No.:

Date of Hearing/Mediation:

Tenant Petition

\_\_\_\_\_ Has the tenant signed and dated the petition?

\_\_\_\_\_ Date Filed

Date Move-in & Initial Rent: \_\_\_\_\_

Nature of Complaint:

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Date of First RAP Notice:

\_\_\_\_\_

Date of rent increase notice:

\_\_\_\_\_

Date notice served:

\_\_\_\_\_

Eff. Date of rent increase:

Amount of increase:

Has Tenant paid the increase?:  
Amount?:

When?:

CA Civ Code 827- 30 or 60 days notice given?

Decreased Housing Services

| <u>Describe</u> | <u>Date of Occurrence</u> | <u>Notice to Owner?</u> | <u>Repaired?</u> | <u>When?</u> |
|-----------------|---------------------------|-------------------------|------------------|--------------|
| _____           | _____                     | _____                   | _____            | _____        |
| _____           | _____                     | _____                   | _____            | _____        |
| _____           | _____                     | _____                   | _____            | _____        |
| _____           | _____                     | _____                   | _____            | _____        |
| _____           | _____                     | _____                   | _____            | _____        |
| _____           | _____                     | _____                   | _____            | _____        |

Owner Response:

\_\_\_\_\_ Filed timely (35 days after date of mailing)

\_\_\_\_\_ Payment of business tax

\_\_\_\_\_ Payment of Rent Program fee

\_\_\_\_\_ Claim of exemption from Rent Program

\_\_\_\_\_ Has owner provided RAP notice to tenant

\_\_\_\_\_ Has owner response been served on tenant?

Procedural checks

Tenant Petition

\_\_\_\_\_ Is T current in rent? If not, is T legally withholding?

\_\_\_\_\_ Is petition timely filed?

\_\_\_\_\_ Has T received initial RAP 6 months prior to effective date of increase?

\_\_\_\_\_ If DHS, are they timely filed? <sup>90</sup>60 days from date of occurrence if prior

RAP notice given?

\_\_\_\_\_ Has T incurred DHS? If so, what is the appropriate time period for restitution

Owner Petition-Exemption

\_\_\_\_\_ Has owner provided names and addresses of all units with tenants?

\_\_\_\_\_ Have tenants been sent notice of owner petition for exemption?

Exemption petitions cannot be mediated; must go to hearing.

\_\_\_\_\_ Calendar issuance of exemption for 20 days after Decision is sent  
(See Exhibit 2)

Deficiency Letters

\_\_\_\_\_ Have deficiency letters been sent ?

Interpreter

\_\_\_\_\_ Has interpreter been requested and confirmed for Mediation/Hearing

Mediation

\_\_\_\_\_ Has owner filed a response?

\_\_\_\_\_ Have both parties requested mediation?

- Mediation session is confidential; only parties may participate; no third parties allowed
- No evidence is taken during mediation session
- Program policy currently does not allow mediation of a tenant move-out
- Can only mediate claims alleged in the tenant petition unless parties agree
- Settlement Agreement

\_\_\_\_\_ Signed and dated by all parties

\_\_\_\_\_ Original retained in case file (See Exhibit 7b-7d)

Policy on Settlements (See Exhibit 7a)

Requests for Postponements

- Must be for good cause with supporting documentation-strictly construed

- Request must be on proper form and requested at earliest possible time
- Hearing Officer sends written order granting or denying the request

#### Administrative Decision

\_\_\_\_\_ Is administrative decision appropriate?

- Grounds

\_\_\_\_\_ No dispute of material fact

\_\_\_\_\_ Petition is not timely (90 days)

\_\_\_\_\_ Tenant is not current on rent and not legally withholding

\_\_\_\_\_ Failure to respond to deficiency letter

\_\_\_\_\_ No owner response

\_\_\_\_\_ Tenant not living on premises

\_\_\_\_\_ Claim of retaliatory eviction or civil rights violation

\_\_\_\_\_ Lack of jurisdiction

\_\_\_\_\_ Rent increase is rescinded and there are no other issues

\_\_\_\_\_ Tenant evicted in unlawful detainer proceeding

\_\_\_\_\_ Issue decided in prior hearing

\_\_\_\_\_ Tenant fails to provide proper address for owner (See Exhibit 3)

#### Hearing

\_\_\_\_\_ All parties must sign the Statement of Appearance and Oath (See Ex 5b)

\_\_\_\_\_ Interpreter must be separately sworn in and admonished to interpret only without editing or answering questions

\_\_\_\_\_ Is recorder on?

\_\_\_\_\_ Introduction and explanation of hearing procedure (See Exhibit 5a)

\_\_\_\_\_ Exhibits marked and identified (See Exhibit 5c)



\_\_\_\_\_ Rule on objections to evidence

- Balance opportunity to be heard v. limiting parties to relevant issues raised by Petition and Response

Ex Parte Communications (See Exhibit 6)

Subpoenas (See Exhibit 4)

Call La Tonda Simmons, City Clerk, Ex. 7370, to arrange for her signature

Evidence

- No right to discovery
- Must be relevant and material
- Formal rules of evidence and discovery do not apply-informal hearing
- Standard of Admissibility-Government Code §11,513 (c) Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions
- Burden of Proof is on the tenant re decreased housing services; on owner for RAP notice and justification for rent increase or exemption
- Degree of proof-General preponderance of the evidence
- Hearsay-Admissible to supplement and explain-need corroborating evidence-Definition-An out of court statement offered for the truth of the matter asserted
- When was it said
  - What were the circumstances when this was said?
  - Who else heard this?
  - Why do you think this is helpful to me in deciding this case?
  - Why should I give it any weight?
  - Testimony-Witness Credibility-Demeanor
  - Factors to consider
    - (a) the demeanor of the witness while testifying and the manner in which the witness testified;-consider cultural factors
    - (b) the character of the witness's testimony;
    - (c) the extent of the capacity of the witness to perceive, to recollect, or to communicate any matter about which he or she testifies;

- he or she testifies;
- (d) the extent of the witness opportunity to perceive any matter about which he or she testifies;
- (e) the witness's character for honesty or veracity or their opposites;
- f) the existence or nonexistence of a bias, interest, or other motive;
- (g) a statement previously made by the witness that is consistent with his or her statement at the hearing;
- (h) a statement made by the witness that is inconsistent with any part of the witness's testimony at the hearing;
- (i) the existence or nonexistence of any fact testified to by the witness;
- (j) the attitude of the witness toward the action in which the witness testifies or toward the giving of the testimony; and
- (k) any admission of untruthfulness the witness makes.

- Focus on consistency and coherence

#### Documentary Evidence

Foundation-authentication e.g.-photos- who took the picture and where?

Declarations-Not favored-No opportunity to cross-examine and determine witness credibility

- Late Submission of Evidence-Program policy requires proposed documentary evidence to be submitted 7 days prior to a hearing. Late evidence will not be considered unless there is good cause, e.g. evidence not available. The purpose is allow the other side an opportunity to view the documents prior to the hearing
- Post-hearing submissions and continued hearings disfavored

\_\_\_\_\_ Is site inspection needed?

#### Disrespectful Language

In addition to the Hearing Procedures specified in O.M.C. Chapter 8.22 and the Rent Adjustment Regulations, the following additional procedure is in effect:

Parties are prohibited from using insulting language reflecting on the hearing officer's integrity,<sup>1</sup> making personal attacks on opposing parties,<sup>2</sup> or submission of obscene material.<sup>3</sup>

<sup>1</sup> In re Buckley, 110 Cal. Rptr. 121 (1973)

<sup>2</sup> In re S.C., 138 Cal. App.4<sup>th</sup> 396 (2006)

## HEARING DECISION

- Supported by substantial evidence-Definition

California-Substantial evidence rule is a principle that a reviewing court should uphold an administrative body's ruling if it is supported by evidence on which the administrative body could reasonably base its decision. Substantial, within the meaning of the substantial evidence rule, means that the evidence must be of ponderable legal significance. It does not mean simply any evidence. It must be reasonable in nature, credible, and of solid value; it must actually be substantial proof of the essentials that the law requires in a particular case. [In re Alcala, 222 Cal. App. 3d 345]

- U.S. Supreme Court-Substantial evidence is more than a mere scintilla. It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. Consolidated Edison Co. v. NLRB(1938) 305 U.S. 197 at 229
- Time frame for issuance of decision-goal is 30 days from date of hearing
- Decision must be supported by findings of fact which support the legal conclusions
- No requests for Reconsideration of Hearing Decision possible

## Basis for Rent Increases

- Banking
  - Time limit-10 years
  - Amount limit-3 x current CPI
  - Banking calculation worksheet (See Ex 8a)
  - No more than 10% unless that years CPI is greater than 10%

Debt Service Eliminated -Ordinance 13221-4/1/14 unless property purchased before 4/1/14

## Capital Improvements

- Documentation requirements-Enhanced Notice (See Ex. 8b)

- Capital Improvement v. Maintenance/Repair
- Correction of Priority 1 or 2 condition
- Rent Ordinance and Regulations
  - Definition of Capital Improvements
 

Those improvements to a covered unit or common areas that materially add to the value to the property and appreciably prolong its useful life or adapt it to new building codes. Those improvements must primarily benefit the tenant rather than the owner. OMC 8.22.020 -Definition

10.1.2 A major repair which does not occur every year shall be considered a capital improvement

#### 10.2.2-CAPITAL IMPROVEMENTS FOR CODE VIOLATIONS REGULATIONS

1. must primarily benefit the tenant rather than the landlord  
e.g. remodeling a lobby  
painting the interior or exterior

constructing a sign to advertise rental not o.k.

2. Equipment must be permanently affixed  
e.g. drapes, blinds, carpets, sinks, stoves, tubs, refrigerators, kitchen cabinets o.k.

Hot plates, toasters, throw rugs and hibachis not o.k.

- Repairs to comply with Oakland Housing Code
 

Repair for a code violation not o.k. if tenant proves

  - a. Repair was to correct a Priority 1 or 2 condition that was not created by the tenant
 

Proof may include **any** of the following:

    - Citation of priority 1 or 2 condition by a city inspector
    - Tenant produces factual evidence to show if unit was inspected by city inspector would be a priority 1 or 2 condition
    - Hearing Officer has discretion to determine if expert testimony is required
  - b. Notice
    - By tenant in writing to landlord
    - Or tenant proves landlord knew of the condition

- By tenant in writing to landlord
  - Or tenant proves landlord knew of the condition
  - There were exceptional circumstances that prohibited tenant from submitted notice in writing **and**
- c. Owner failed to repair condition within a reasonable time after notice or knowledge-How is reasonable time determined?
- Citation by city inspector which specifies time period
  - 90 days after owner was notified or knew of the condition unless
    - Owner shows **good faith efforts** to repair but nature of work is beyond 90 days or beyond owner's control or **other good cause**
  - If permit or approval from a governmental agency required before starting work an attempt by owner to get permit within time frames stated above= good faith
  - Use of landlord's personal appliances, furniture not capital improvement
  - Normal routine maintenance and repair is not capital improvement-Replacement of old screens with new screens= capital improvements
  - Calculation of Capital Improvement Costs
  - Mixed use building usage or owner occupied unit must be deducted from residential square footage
  - Undocumented labor costs may not exceed 25% of cost of materials
  - Equipment which charges a use fee-e.g. washer and dryer-is not eligible for capital improvement cost
  - Any reimbursement for an expense from insurance, recovery from a third party, etc. Is not eligible as a capital improvement cost
  - No more than 10% as of 8/1/14 unless grandfathered
  - Amortization period extended-see amortization schedule

### Increased Housing Service Costs

- Method of Calculation
- Comparison
- Discuss Issues in calculation

### Tenant Claims- Decreased Housing Services

- Allows reduction in monthly rent-tenant must be residing in unit & current in rent unless legally withholding
- cannot award monetary relief for damage or personal injuries
- Can only consider complaints stated in petition
- Can be a condition that seriously affects habitability-Seminal case is Green v. Superior Court (1974) or a service that was originally provided that has been taken away (such as storage space or parking space)y
- Breach of implied warranty of habitability in unlawful detainer case
- Health/Safety/Fire/Building code violations which materially affect health and safety
- Does not require that owner ensure perfect aesthetically pleasing condition, but means "bare living requirements" must be maintained.
- Must be something that is obligation of owner-if condition is created by tenant, owner is not responsible-e.g. t. floods toilet, which over flows and damages flooring-owner is not responsible
- Examples of decreased housing services
  - Raw sewage
  - Lack of heat
  - Cockroaches and mice/rats
  - Non- functioning elevator
    - No hot water
    - Examples-No decreased housing services
    - Temporary shutoff of water for repair
    - Crack in the wall
    - Unpainted wall
    - Burned out light bulb

- Notice to owner and reasonable opportunity to repair; Notice-Burden of proof on tenant
- Access issues
- Calculation of amount of rent reduction is done on case-by- case basis- Based on 100% bundle of services to tenant

| <u>Living areas</u> | <u>Utilities</u> | <u>Structural</u> | <u>Health/Safety</u> |
|---------------------|------------------|-------------------|----------------------|
| Sleep               | Heat             | Door              | Sanitation           |
| Kitchen             | Water            | Window            | Weatherproofing      |
| Dining              | Plumbing         | Wall              |                      |
| Bath                | Electrical       | Floor             |                      |
| Other               | Stove/Rfgr       | Stair             |                      |

- Fact driven-e.g., lack of heat-deduction may vary from case to case

Sample Hearing Decisions (See Exhibit 9a-9i)

Banking

Decreased Housing Services 9e, 9f and 9h

Capital Improvements 9e and 9f

Increased Housing Costs 9g

Exemption

New Construction 9a

Substantial Rehabilitation 9c

Single Family Dwelling 9b

3 Units or less 9d

Appeal

\_\_\_\_\_ Review file for clerical error and issue corrected hearing decision if needed

- Decision can be set aside and a new hearing scheduled if the appellant has a "good cause" reason for non- appearance

# CITY OF OAKLAND

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



Housing and Community Development Department  
Rent Adjustment Program

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

## Rent Adjustment Program Hearing Officers' Manual

### Policy Statement:

In an exemption case, if at the time the Owner files a petition the unit(s) in the building are empty, but at the time of Hearing, the units are occupied by tenants, it is necessary to obtain the tenants' data, have the tenant(s) served with the *Owner Petition*, opening case documents and *Amended Notice of Hearing* and put the matter over for 45-60 days to give the tenants the opportunity to respond and appear at the Hearing. (The owner gets served with the *Amended Notice of Hearing* as well.) Not doing so can impact the due process rights of those tenants.

The same is true if there is a building with multiple units, where some units were empty and some were occupied. It is the change in the status of a unit from vacant to occupied that we are protecting against here.

If there is simply a change in the tenancy, from one tenant to another, the Hearing Officer has discretion to consider whether or not the new tenant should be notified based on considerations of fairness, whether or not there are other tenants responding or appearing, or if this building has only one tenant, and so the absence of the prior tenant means that no tenant is present at the Hearing.



# EXHIBIT 2



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA, SUITE 5313  
P. O. BOX 70243  
OAKLAND, CALIFORNIA 94612-0243

Housing and Community Development Department  
Rent Adjustment Program

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

August 19, 2014

[REDACTED]

Re: [REDACTED]  
[REDACTED]

Dear [REDACTED]

Enclosed please find a Certificate of Exemption in the above-captioned case.

Very truly yours,

BARBARA KONG-BROWN  
Senior Hearing Officer  
Rent Adjustment Program

000356

|                         |  |
|-------------------------|--|
| RECORDING REQUESTED BY: |  |
| WHEN RECORDED MAIL TO:  |  |

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THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (GOVT. CODE 27361.6)(additional recording fee applies)

**TITLE OF DOCUMENT**

CERTIFICATE OF EXEMPTION FROM APPLICATION OF  
O.M.C. Chapter 8.22, Article 1

**000357**

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA, SUITE 5313  
P.O. BOX 70243, OAKLAND, CA 94612-2043

Housing and Community Development Agency  
Rent Adjustment Program

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

**CERTIFICATE OF EXEMPTION**

**O.M.C. § 8.22.030(B)**

Pursuant to the Hearing Decision in [REDACTED] the residential rental units described below are permanently exempt from application of the City of Oakland Rent Adjustment Ordinance, Oakland Municipal Code, Chapter 8.22, Article 1.

Situs Address: [REDACTED]  
Oakland, CA

Alameda County Assessor Parcel No. [REDACTED]

Date: \_\_\_\_\_

\_\_\_\_\_  
Connie Taylor  
Program Manager  
Rent Adjustment Program  
City of Oakland

## Audio file

[https://drive.google.com/file/d/1aa031Ok3\\_xGneJOy4ZFnC1EkgIXp\\_dra/view?usp=drive\\_link](https://drive.google.com/file/d/1aa031Ok3_xGneJOy4ZFnC1EkgIXp_dra/view?usp=drive_link)

[https://drive.google.com/file/d/1smC-PGwl3rVT9JIENSbz2XPIAJHQApjW/view?usp=drive\\_link](https://drive.google.com/file/d/1smC-PGwl3rVT9JIENSbz2XPIAJHQApjW/view?usp=drive_link)

## Transcript

00:00:00 Speaker 1

We'll hear the.

00:00:00 Speaker 1

OK, so now we are now on the record in case number T 25-0199 called Neri versus Ekwol.

00:00:15 Speaker 1

And today's date is February 25.

00:00:19 Speaker 1

2026, and the time now is 10:13 AM.

00:00:24 Speaker 1

We are now on the record beginning this hearing, and I need to make a statement on the record.

00:00:29 Speaker 1

My name is Linda Moros, and I am one of the hearing officers with the City of Oakland Rent Adjustment Program, and this proceeding is being recorded.

00:00:39 Speaker 1

We had a discussion of the record with the parties before we went on the record.

00:00:45 Speaker 1

And it seems that this property is exempt as new construction based on the certificate of occupancy that was issued on-- that was issued on January 24, 2023 for the newly constructed ADU.

00:01:06 Speaker 1

And I am here with the owner.

00:01:10 Speaker 1

Mr.

00:01:11 Speaker 1

Ekwoke with the tenant, Mr.

00:01:13 Speaker 1

Neri, and Miss Gerlin Carr from Ibra, and they all concur that it was a newly constructed building, and based on that, it is exempt from the rent adjustment program.

00:01:30 Speaker 1

Therefore, we do not have jurisdiction over this, over this unit.

00:01:36 Speaker 1

So

00:01:38 Speaker 1

With that said, I wanted to make a statement on the record, and we are gonna conclude this hearing and dismiss the petition.

00:01:45 Speaker 1

So is there anything any one of you would like to state anything on the record?

00:01:52 Speaker 2

Well, I I you know, I'm on the website right now for open wrap, and I'm just reading this straight from here.

00:01:57 Speaker 2

It says, for the

00:01:59 Speaker 2

rent adjustment program fee and exemptions uh it's for newly constructed units built entirely from the ground up within the past 10 years and they're not a result of a conversion or prior residential use and um that I you know unless I'm reading it differently uh that contradicts uh what you're you have uh stated.

00:02:19 Speaker 1

Yeah, you are reading it differently because the.

00:02:22 Speaker 2

No, this is not word for word.

00:02:23 Speaker 2

It says ground up.

00:02:24 Speaker 2

It does not say, and it specifically says not not are not a result of a conversion prior to residential use.

00:02:32 Speaker 1

Because there are other requirements for the conversion, and they are in the wrap guidelines.

00:02:39 Speaker 1

So.

00:02:41 Speaker 2

May and may I may be directed to it just because I want to make sure for myself that I'm understanding this.

00:02:46 Speaker 3

And yeah.

00:02:49 Speaker 3

I also want to say that the unit was done from foundation up.

00:02:53 Speaker 1

Right.

00:02:54 Speaker 3

I have and I have permits.

00:02:56 Speaker 1

Because you completely demolished.

00:03:00 Speaker 1

Could you please let him speak?

00:03:02 Speaker 1

Because you demolished the carport, right?

00:03:06 Speaker 1

It was in a conversion.

00:03:07 Speaker 1

It was completely demolished and then the construction was from the ground up.

00:03:12 Speaker 1

It was just that prior to the building, it was a carport, not residential unit.

00:03:18 Speaker 1

Yeah.

00:03:19 Speaker 1

Yeah, yeah.

00:03:20 Speaker 1

So it was Mr.

00:03:24 Speaker 1

Nary.

00:03:25 Speaker 1

It was built from the ground up.

00:03:27 Speaker 1

It's just that there was an existing carport as opposed to an empty lot.

00:03:33 Speaker 1

You know what I mean?

00:03:34 Speaker 2

Yes.

00:03:35 Speaker 1

And that's what the when.



00:03:36 Speaker 2

I'm looking at the plans.

00:03:37 Speaker 2

I don't see that it was.

00:03:38 Speaker 2

It was.

00:03:39 Speaker 2

The carport was

00:03:41 Speaker 2

was demolished I'm showing that it was uh it was converted and it specifically says that on the um certificate of occupancy it does say that it's a converted unit it uh there's nowhere in the plans that say that it was uh demolished and the plans are based off of the carport so that's how the unit was built well um.

00:04:03 Speaker 1

I am just telling you, based on the record, what this is, and also there is a judgment

00:04:13 Speaker 1

pending right now.

00:04:15 Speaker 1

So I, you know, that's another issue.

00:04:18 Speaker 1

So that's another issue.

00:04:20 Speaker 2

But I just want to make it make it clear that, you know, from what I'm seeing, what I'm seeing at the public records and correct me if I'm wrong, is that it was not demolished and I'm not where, you know, I know I understand about the judgment.

00:04:29 Speaker 2

I'm just saying just for clarification and just to understand it specifically says conversion from a carport to to a unit on the certificate of occupancy.

00:04:42 Speaker 3

It says conversion from a carport to a new agu yeah yeah that's what the permit says to a new agu.

00:04:52 Speaker 2

Right yeah but it says converted converted from it doesn't say that it was demolished there's nowhere in the plan that says that it was demolished but I you know I'm I'm just saying what I see I I understand what you're saying and I'll.

00:05:03 Speaker 1

Cite the proper um I'll cite the additional uh

00:05:09 Speaker 1

From the regulations.

00:05:10 Speaker 1

OK.

00:05:10 Speaker 1

And you'll see.

00:05:12 Speaker 1

OK.

00:05:13 Speaker 2

Please, please.

00:05:14 Speaker 2

Yes.

00:05:14 Speaker 1

Yeah.

00:05:18 Speaker 1

Is there anything else anyone of you would like to add?

00:05:21 Speaker 3

So is this dismissed at this time?

00:05:25 Speaker 1

Yes.

00:05:27 Speaker 1

And you will receive, you will receive the dismissal with the proof of service and from our office.

00:05:35 Speaker 3

Thank you.

00:05:35 Speaker 1

OK.

00:05:37 Speaker 1

All right.

00:05:37 Speaker 1

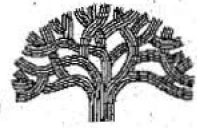
So I am going to turn off the recording.

00:05:40 Speaker 1

You will hear it.

# EXHIBIT 3

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043

Department of Housing and Community Development  
Rent Adjustment Program

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

**ADMINISTRATIVE DECISION**

**CASE NUMBER:**

[REDACTED]

**PROPERTY ADDRESS:**

[REDACTED]

Oakland, CA

**PARTIES:**

[REDACTED]

Tenant  
Owner

**SUMMARY OF DECISION**

The tenant petition is dismissed.

**INTRODUCTION**

**Reason for Administrative Decision:** An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence to allow 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 is being issued.

The tenant filed a petition on October 7, 2013, which contests a monthly rent increase of \$139.00 from \$939.00 to \$1,078.00, effective November 1, 2013.

The owner representative requested a postponement of the Hearing which was scheduled for December 5, 2013, on the grounds that there was an appeal pending in case [REDACTED] which raised the same issues.

The undersigned Hearing Officer granted the postponement pending the Board's appeal decision in those cases. The Hearing Officer in case [REDACTED] granted a monthly rent increase of \$139.28 on the basis of capital improvements for seismic retrofit, effective upon proper notice to the tenant in accordance with the Rent Ordinance and

Section 827 of the California Civil Code. The owner provided the required notice on August 26, 2013.

The tenant appealed the Hearing Officer's decision and the Appeal Hearing was held on March 27, 2014. The Board affirmed the Hearing Decision in [REDACTED]. Based on the Board's Appeal Decision in [REDACTED], the issues raised by the tenant in the current case, [REDACTED], have already been decided and there is no dispute of material fact.

### ORDER

1. The tenant petition is dismissed.

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

\_\_\_\_\_  
Dated: May 28, 2014

\_\_\_\_\_  
BARBARA KONG BROWN, ESQ.  
Senior Hearing Officer  
Rent Adjustment Program

Thirtieth

\  
The note

CITY OF OAKLAND



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

Community and Economic Development Agency  
Residential Rent Adjustment Program

(510) 238-3721  
FAX (510) 238-3691  
TDD (510) 238-3254

**ADMINISTRATIVE DECISION**

**CASE NUMBER:**

[REDACTED]

**PROPERTY ADDRESS:**

[REDACTED] Oakland, CA

**PARTIES:**

[REDACTED]

Tenant  
Tenant  
Owner

**DISMISSAL. The petition is dismissed because**

On October 2, 2012, [REDACTED] and [REDACTED] filed a Petition, contesting a rent increase from \$980.00 to \$1,029.40, on the grounds that they have never received the Notice of the Existence of the Rent Program (RAP). On October 4, 2012, a Deficiency Notice was sent asking the tenant to state whether she was current in her rent or legally withholding rent, within ten days. The tenant did not respond to the letter and the petition is dismissed.

**ORDER**

1. Petition number [REDACTED] is dismissed.
2. The Hearing scheduled for January 22, 2013, is cancelled.

This is the final decision of staff. Either party may appeal this decision within twenty (20) days after the date of mailing of the decision shown on the attached proof of service, by filing with the Rent Adjustment Program a written appeal on the form prescribed by the Rent Adjustment Program. If file is a weekend or holiday, the period of time to file the document is extended to the next business day.

Date:

\_\_\_\_\_  
Barbara Kong-Brown  
Hearing Officer  
Rent Adjustment Program



P.O. BOX 70243, OAKLAND, CA 94612-2043

Department of Housing and Community Development  
Rent Adjustment Program

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

## **ADMINISTRATIVE DECISION**

**CASE NUMBER:**

[REDACTED]

**PROPERTY ADDRESS:**

[REDACTED]

Oakland, CA

**PARTIES:**

[REDACTED]

**Tenant  
Owner**

### **SUMMARY OF DECISION**

The tenant petition is granted.

### **INTRODUCTION**

**Reason for Administrative Decision:** An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence to allow 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 is being issued.<sup>1</sup>

The tenant filed a petition on April 1, 2014, which contests a rent increase effective April 1, 2014, from \$865 monthly to \$995 monthly. The tenant petition states under penalty of perjury that he has never received the Notice of the Rent Adjustment Program (RAP). The owner did not file a response to the tenant petition.

**Notice and Filing Requirements:** The Rent Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy<sup>2</sup> and together with any notice of rent increase.<sup>3</sup> The tenant did not receive

<sup>1</sup> A Hearing was conducted on June 7, 2014. However, the Recorder malfunctioned and there is no recording of the Hearing. Based on the information in the tenant petition the Hearing Officer is issuing an Administrative Decision.

<sup>2</sup> O.M.C. Section 8.22.060(A)

<sup>3</sup> O.M.C. Section 8.22.070(H)(1)(A)



the notice of the Rent Adjustment Program with the notice of rent increase. Therefore, the current rent increase is invalid.

**ORDER**

1. The tenant petition is granted. The monthly rent remains \$865.
2. The owner may impose rent increases to which she is otherwise entitled under the Rent Adjustment Ordinance in accordance with the Rent Ordinance and California Civil Code Section 827.
3. Any tenant rent payments in excess of \$865 shall be deducted from his monthly rent.

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

---

Dated: June 20, 2014

---

BARBARA KONG BROWN, ESQ.  
Senior Hearing Officer  
Rent Adjustment Program



P.O. BOX 70243, OAKLAND, CA 94612-2043

Housing and Community Development Department  
Rent Adjustment Program

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

## **ADMINISTRATIVE DECISION**

**CASE NUMBER:**



**PROPERTY ADDRESS:**



Oakland, CA

**PARTIES:**



Tenant  
Owner

### **SUMMARY OF DECISION**

The tenant petition is GRANTED IN PART.

### **INTRODUCTION**

**Reason for Administrative Decision:** An Administrative Decision is being issued pursuant to Section 8.22.110 of the Rent Ordinance, which states that 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 is being issued.

The tenant filed a petition on July 15, 2014, which contests the following rent increases:

1. From \$1,390 to \$1,431 effective August 6, 2014;
2. From \$1,350 to \$1,390.50 effective July 5, 2013.

The tenant states, under penalty of perjury, in her tenant petition that she first received the Notice of the Rent Program on June 3, 2013. Section 8.22.090 (A)(2) of the Rent Ordinance states that a petition must be filed within sixty (60) days of the date the owner serves the rent increase notice or the date the tenant first receives written notice of the existence of the RAP program. The tenant received the notice of the 2013 rent increase on June 3, 2013, and did not file her petition until July 15, 2014, which is more

than the 60 day time limit within which to file a petition. Therefore, the tenant's challenge to the 2013 rent increase is untimely and is denied.

The owner states, in her landlord response, filed August 20, 2014, that she has rescinded the current rent increase, purportedly effectively August 6, 2014. The tenant's rent remains \$1,390 monthly.

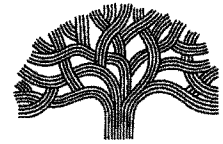
**ORDER**

1. The tenant's challenge to the 2013 rent increase is untimely and is denied.
2. The rent increase effective August 6, 2014 is rescinded by the owner and the tenant's monthly rent remains \$1,390.00.
3. The Hearing scheduled for October 27, 2014, is cancelled.

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

\_\_\_\_\_  
Dated: August 21, 2014

\_\_\_\_\_  
BARBARA KONG BROWN, ESQ.  
Hearing Officer  
Rent Adjustment Program



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

**ORDER TO CONTINUE AND NEW HEARING DATE**

**CASE NUMBER & NAME: T25-0199, Nery v. Ekwoge**

**PROPERTY ADDRESS: 812 MacArthur Blvd., Apt. B, Oakland, CA**

**PARTIES: Ernesto Nery, Tenant  
Henry Ekwoge, Owner**

On February 25, 2026, at 10:00 a.m., the parties promptly appeared for the scheduled Remote Settlement Conference and Hearing, conducted via Zoom. During the conference and prior to the hearing, the parties discussed the issues in this matter, including a potential exemption of the subject unit. Specifically, the subject unit is a new ADU that was newly constructed in the space that was formally non-residential (garage and carport) and received a Certificate of Occupancy on 1/24/2023.

Additionally, during the conference, the parties also informed the Hearing Officer that they have an unlawful detainer lawsuit relating to the tenancy in the subject unit, currently pending in Alameda County Superior Court.

Based on the information that the Superior Court assumed jurisdiction over the tenancy in the subject unit, it is the RAP's policy to continue the hearing until after the lawsuit in the Superior Court is completed in the event that there are still pending issues that were raised in the RAP petition but not resolved by the Superior court.

Therefore, the new Remote Status Conference/Remote Hearing date is now being scheduled. If the lawsuit is concluded before the scheduled hearing date, the parties are hereby instructed to inform the RAP if there is a need for further hearing. If the lawsuit is not concluded before the scheduled hearing date, the Hearing Officer will hold a Status Conference and continue the hearing date further.

**Date: June 2, 2026**

**Time: 10:00 a.m.**

**Place: Remotely via Zoom (Zoom link is attached)**

Dated: March 12, 2026

*Linda Moroz*

\_\_\_\_\_  
Linda M. Moroz, Hearing Officer  
Rent Adjustment Program

CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

**Zoom Invitation for RAP Remote Status Conference/Hearing**

**T25-0199, Nery v. Ekwoe**

To the Parties:

The scheduled Remote Hearing will take place on **Tuesday, June 2, 2026 at 10:00am** and will be held remotely through Zoom.

Topic: RAP Remote Status Conference/Hearing T25-0199 Nery v. Ekwoe

Time: Jun 2, 2026 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81953105618?pwd=acaSPCtuVYvyeafyUUvi1bbFf25csR.1>

Meeting ID: 819 5310 5618

Passcode: 442722

---

One tap mobile

+16694449171,,81953105618#,,, \*442722# US

+16699009128,,81953105618#,,, \*442722# US (San Jose)

Join instructions

<https://us02web.zoom.us/join/81953105618/invitations?signature=d2pjCh92oonj2qVjIlsJa3GvXv3rX52ZyM4mFCZwZIA>

Please test the link and download the Zoom application at least a day before the hearing. If you experience any technical difficulties or to discuss your technology access, please contact me immediately at [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov) or by phone at (510) 219-0083.

Respectfully,

A handwritten signature in black ink, appearing to read "Anali Valdez". The signature is fluid and cursive, with a long, sweeping underline.

Anali Valdez, Program Analyst II  
City of Oakland  
Rent Adjustment Program

**000375**

**PROOF OF SERVICE**  
**Case Number: T25-0199**  
**Case Name: Nery v. Ekwoge**

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

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

**Documents Included:**

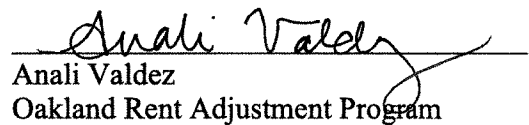
Order  
Zoom Invitation

**Owner**  
Henry Ekwoge  
812 MacArthur Blvd  
Oakland, CA 94610

**Tenant**  
Ernesto Nery  
812 MacArthur Blvd Apt B  
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 12, 2026** in Oakland, California.

  
Anali Valdez  
Oakland Rent Adjustment Program

# Certificate of Occupancy Language

812 MacArthur Boulevard, Unit B, Oakland, California

|                                    |                                         |
|------------------------------------|-----------------------------------------|
| PERMIT<br>RBC1900657               | PROPERTY<br>812 MacArthur Blvd., Unit B |
| PERMIT FINALED<br>November 1, 2021 | CERTIFICATE ISSUED<br>January 24, 2023  |

## Certificate disclaimer

**“This issued certificate of occupancy is not a new certificate of occupancy for the purposes of exemption from any state or local law that provides protections to residential tenants such as rent control or eviction control.”**

## Permit and project description

|                        |                                                                                        |
|------------------------|----------------------------------------------------------------------------------------|
| Scope of work          | Legalize conversion of carport and garage into 829 SF new ADU with 2 bedrooms at rear. |
| Unit designation       | (E) SFD to be Unit A and new ADU to be Unit B.                                         |
| Final / issuance dates | Permit finaled November 1, 2021; Certificate of Occupancy issued January 24, 2023.     |

Prepared as an addendum to Exhibit 4 for Ernesto Nery. The quoted disclaimer and permit details above reproduce the language supplied for Permit RBC1900657.



**CITY OF OAKLAND**

**250 FRANK H. OGAWA PLAZA · 2ND FLOOR · OAKLAND, CA 94612**

Planning and Building Department  
www.oaklandca.gov

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

**CERTIFICATE OF OCCUPANCY**

Finalled on 11/1/2021

Permit Number: RBC1900657

Job Site Address: 812 MACARTHUR BLVD, Oakland, CA 94610

Parcel Number: 023 044001400

Project Description: Legalize conversion of carport and garage into 829 SF new ADU with 2 bedrooms at rear. (E) SFD to be Unit A and new ADU to be Unit B. DRX180594

Related Permits: \_\_\_\_\_

Owner Name and Address: EKWOGHE HENRY N & STELLA M  
812 MACARTHUR BLVD, OAKLAND, CA 94610

Building Use: Single Family Dwelling With Secondary Unit

Type of Construction 1: VB - Combustible Construction; No Fire Rating

Type of Construction 2: \_\_\_\_\_

Occupancy 1: R-3 Residential 1 And 2 Units

Occupancy 2: \_\_\_\_\_

Number of Stories: 1 Number of Dwelling Units: 1

Fire Sprinklers Provided: Yes: \_\_\_\_\_ No: X Reason for Fire Sprinklers: \_\_\_\_\_

Total Number of Parking Spaces 0 Design Occupant Load: N/A

CBC Edition: 2017 Ordinance: 13408

Building code Variances: N/A Zone: RD-2

**SEE ATTACHED FLOOR PLAN**

BUILDING OFFICIAL: Timothy Low

*THIS BUILDING HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED CODES AND ORDINANCES FOR THE OCCUPANCIES AND THE USES DESCRIBED ABOVE, AND OCCUPANCY OF THE PREMISES ONLY FOR SAID PURPOSES IS HEREBY AUTHORIZED.*

*THIS CERTIFICATE SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL, ALTER, OR SET ASIDE ANY OF THE PROVISIONS OR REQUIREMENTS OF ANY LAWS OR CITY OF OAKLAND ORDINANCES NOR SHALL SUCH ISSUANCE THEREAFTER PREVENT REQUIRING CORRECTIONS OF ERRORS OR OF VIOLATIONS OF SAID REGULATIONS, THIS CERTIFICATE IS NOT A LICENSE.*

*A re-issued certificate of occupancy is not a new certificate of occupancy for the purposes of exemption from any state or local law that provides protections to residential tenants such as rent control or eviction control*

By:  For Tim Low Date Issued: 1/24/2023  
INSPECTION SERVICES MANAGER

Copies: ☒ Owner ☐ Assessor ☐ Microfilm ☐ \*Business License



Jordan/Casper/Woodman/Dobson Architecture Structural Engineering 3664 Grand Avenue Oakland, California 94612 Telephone 415/832-1546

# CARPORT ROOF BEAMS

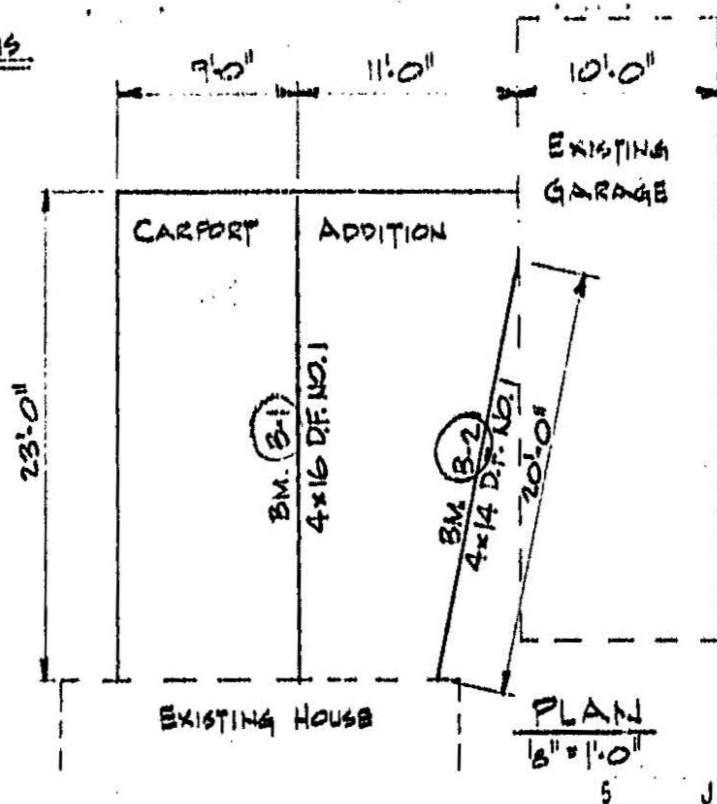
CODE: UBC '73  
ROOF SLOPE: 14% MIN.

## DEAD LOAD

|                |      |     |
|----------------|------|-----|
| ROOFING        | 6.0  | psf |
| 1/2" PLTD.     | 1.5  |     |
| 2x6 @ 24" O.C. | 1.1  |     |
| BEAM           | 1.4  |     |
| MISC.          | 2.0  |     |
|                | 12.0 | psf |

## LIVE LOAD

16 psf



BEAM B-1 SPAN = 23'

$$W_{DL} = 10(12+16) = .28\%$$

USE 4x16 D.F. No. 1

BEAM B-2 SPAN = 20'

$$W_{DL} = 10.5(12+16) = .29\%$$

USE 4x14 D.F. No. 1



|   |        |    |
|---|--------|----|
| 6 | 3.5    | S  |
| 2 | 0.28   | S  |
| 2 | 23     | S  |
| 2 | 14.25  | 13 |
| 2 | 15.25  | S  |
| 2 | 1.64   | A  |
| 2 | 0.97   | 0  |
| 2 | 285.01 | 14 |
| 2 | 0.08   | 15 |
| 2 | 3.22   | 11 |
| 2 | 1.91   | A  |
| 5 |        | J  |
| 6 | 3.5    | S  |
| 2 | 0.29   | S  |
| 2 | 20     | S  |
| 2 | 12.61  | 13 |
| 2 | 13.25  | S  |
| 2 | 1.70   | A  |
| 2 | 0.87   | 0  |
| 2 | 274.51 | 14 |
| 2 | 0.08   | 15 |
| 2 | 2.90   | 11 |
| 2 | 1.72   | A  |

ISSUED

OCT 12 1976

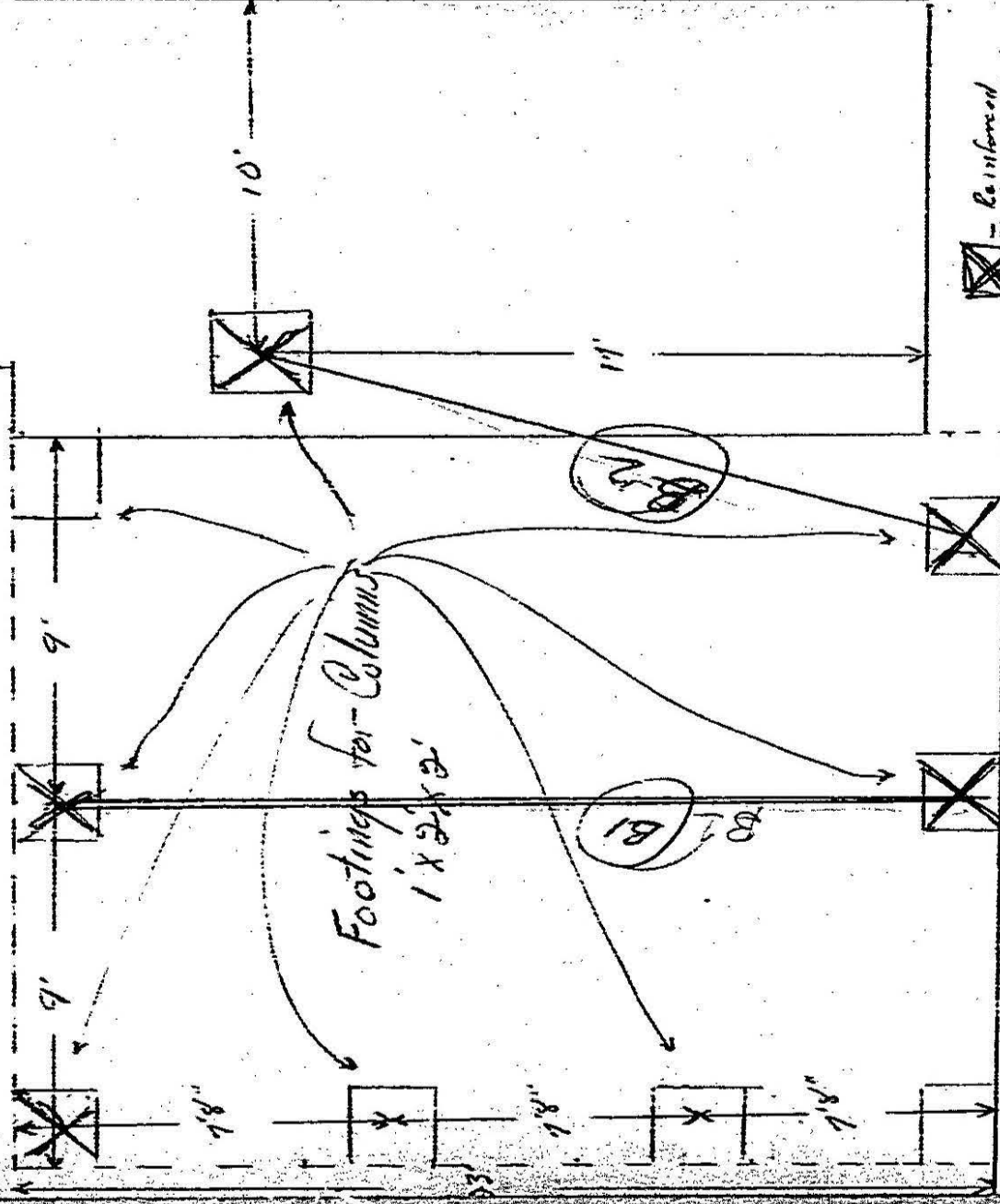
JORDAN/CASPER/  
WOODMAN/DOBSON

COMPUTER PROGRAMS  
HAVE BEEN USED TO  
OBTAIN RESULTS.  
MACHINE INPUT/OUTPUT  
IS INCLUDED.  
DOCUMENTATION WILL  
BE PROVIDED UPON  
REQUEST.

# Foundation Plan Footings Plus 4" Conc. Slabs

Present Garage

Proposed Addition



Line of house

Sheet 3 of 5

Scale 1/8" = 1'

Mrs. Margaret Gould  
Wm. Arthur E. Co.  
Oakland, Ca.

Community Driveway

2 Story Dwelling

Present Garage

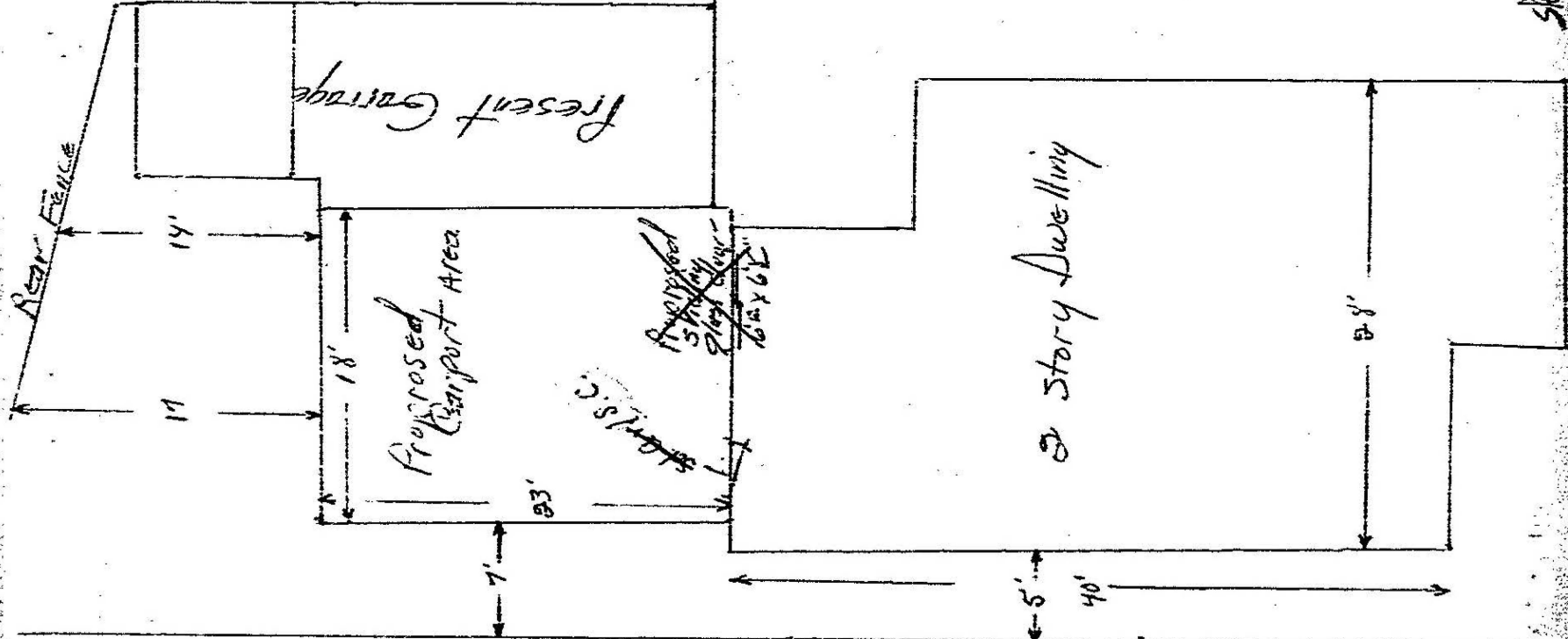
Proposed  
Garport Area

~~Proposed  
5th Floor  
Play Room~~  
6' x 6' 6"

Fence Northwest side

① SITE PLAN

~~Community Garage~~



Proposed Carport  
Addition to Present Garage.

②

Present Garage  
Storage

putted line indicates  
present garage voting

2 lengths ea. (adjoined)  
2" x 8" Headers

5 ~~1/2~~ ft from  
Reinforced Cement Pkly  
Columns

3 Columns 4" x 8" 1.80

Built up footing  
13" ext. Plywood

٥٢٥

He joined to rear-resident.

~~X~~ columns, Beam  
Supports ~~4x4x8~~

Drive way  
House

5406 of 5

SEE PAGE 6  
SHEET 1

~~Beam 45 14 x 03~~  
~~A steel 6 x 17 x 23~~

Ben Hixson  
(Diagonal)  
Effect Beam  
xxxxxx

14101

15

1

14

~~Approved for  
Entry~~

Frontal View  
- of -

Proposed Addition

Built-up roofing  
1/2" ext. plywood 4x8"  
2x8" ceiling joists @ 0.C.

Scale: 1/4" = 1'

Present garage roofing

20'

Proposed area  
adjointed to rear resident.

2 - 4x4" columns  
8' Elevation

Extended driveway  
entrance.

Neighbor's  
Community  
Garage

14'

(14) ELEVATION

Sheet 5 of 5



# EKWOGGE RESIDENCE

814 MACARTHUR BLVD, OAKLAND, CALIFORNIA.



**CLIENT:**  
**HERNY**  
**EKWOG**  
**812**  
**MACARTHUR**  
**BLVD.,**  
**OAKLAND,**  
**CA.**

| Issues and Revisions |      |                      |    |      |
|----------------------|------|----------------------|----|------|
| No.                  | Date | Issues and Revisions | By | Chk. |

Designer Of Record:

EDO  
P.O.Box 72294  
Oakland, Ca 94612  
510. 393.6262

|                     |
|---------------------|
| Project Name        |
| Date                |
| Project Number      |
| Drawing Description |
| Computer File       |
| 0 1 2 4 8           |
| Scale               |

All drawings and written material appearing herein constitute original and unpublished work of the Designer and may not be duplicated, used or disclosed without written consent of the Designer.

## TITLE SHEET

|         |          |       |
|---------|----------|-------|
| DATE    | 08-10-10 | SHEET |
| SCALE   | AS SHOWN |       |
| DRAWN   | OE       |       |
| PROJECT | HEADN    |       |
| CHECKED | OE       |       |

A 0.0

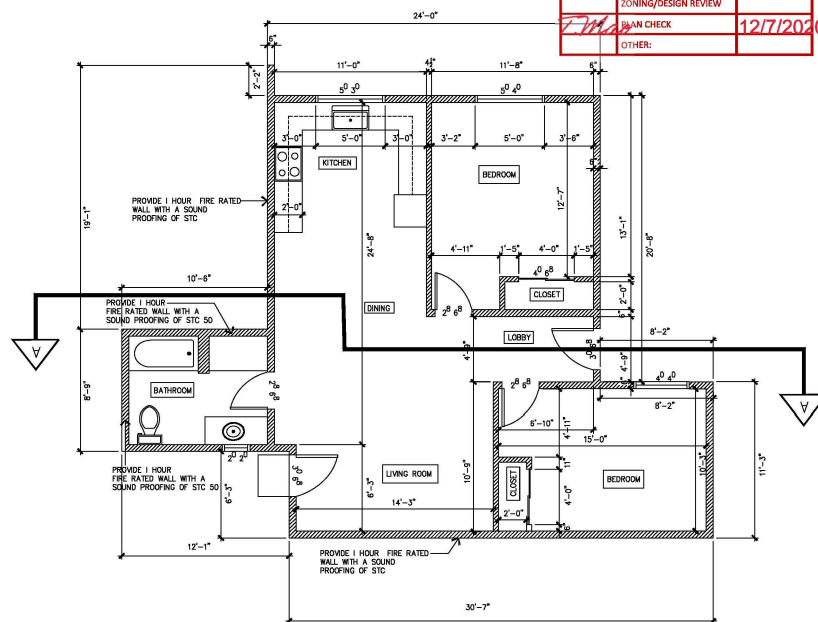
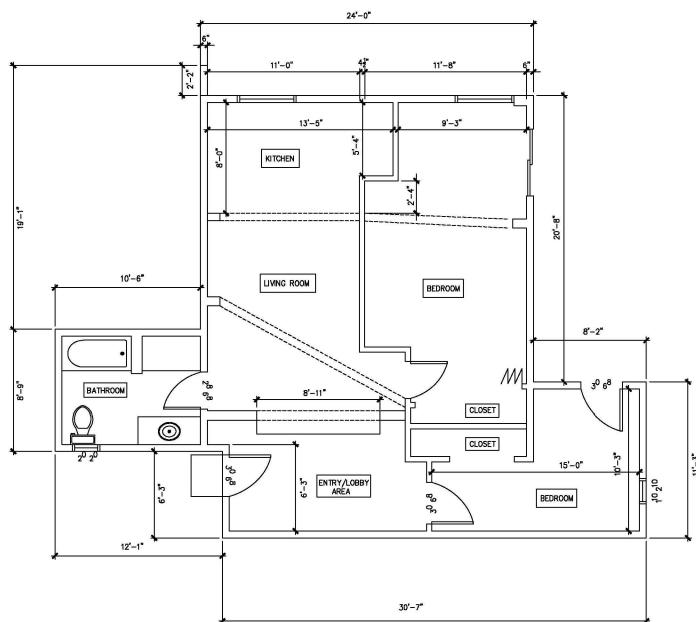
| PROJECT DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | SYMBOLS                                                                                                                                                                                                                                                                                                                                                           |  | ABBREVIATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | DRAWING INDEX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------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| <p>OWNER:</p> <p>MR. HERNY EKWOGE</p> <p>812 MCARTHUR BLVD.,</p> <p>OAKLAND, CALIFORNIA</p> <p>CONTACT PHONE: 510.290.3397</p> <p>SITE INFORMATION:</p> <p>812 MCARTHUR BLVD</p> <p>OAKLAND, CALIFORNIA</p> <p>APN: 023-040-014-00</p> <p>SUBDIVISION:</p> <p>ZONING:</p> <p>SQUARE FOOTAGES:</p> <p>BASEMENT UNIT = 325 SQ. FT</p> <p>REAR UNIT = 847 SQ. FT</p> <p>TOTAL SQUARE UNIT = 1,177 SQ. FT</p> <p>SCOPE OF WORK:</p> <p>SCOPE OF WORK INVOLVES DOCUMENTATION AND REMODELING OF A CATEGORY 1 SECONDARY UNIT AT THE REAR OF THE MAIN BUILDING, REGARDING CODE ENFORCEMENT CASE NO. 1503276.</p> <p>APPLICABLE CODES:</p> <p>NEW CALIFORNIA BUILDING CODE</p> <p>2020 EDITION</p> <p>NEW CALIFORNIA MECHANICAL CODE (CMC)</p> <p>2020 EDITION</p> <p>NEW CALIFORNIA PLUMBING CODE (CPC)</p> <p>2020 EDITION</p> <p>NEW CALIFORNIA ELECTRICAL CODE (CEC)</p> <p>2020 EDITION</p> <p>NEW CALIFORNIA RESIDENCE CODE (CMC)</p> <p>2020 EDITION</p> <p>NEW CALIFORNIA ENERGY CODE (CPC)</p> <p>2020 EDITION</p> <p>NEW CALIFORNIA GREEN BUILDING STANDARDS CODE"CALGREEN"</p> <p>2020 EDITION</p> |  | <p>&amp; AND</p> <p>L ANGLE</p> <p>@ AT</p> <p>+ CENTERLINE</p> <p>⊥ PERPENDICULAR</p> <p># POUND OR NUMBER</p> <p>P PLATE</p> <p>PROPERTY LINE</p> <p>• WORK POINT</p> <p>⊕ NORMAL FLOOR LEVEL</p> <p>OR WORK POINT</p> <p>○ COLUMN GRID</p> <p>◇ DOOR SYMBOL</p> <p>◻ WINDOW SYMBOL</p> <p>△ SHEARWALL SYMBOL</p> <p>⊕ SELECTION NUMBER</p> <p>SHEET NUMBER</p> |  | <p> DETAIL NUMBER</p> <p>SHEET NUMBER</p> <p> INTERIOR ELEVATIONS</p> <p>ELEVATION NUMBER</p> <p>SHEET NUMBER</p> <p> NORTH ORIENTATION</p> <p>ELECTRICAL SYMBOLS</p> <p> DUPLEX OUTLETS</p> <p> 220V OUTLET</p> <p> SWITCH</p> <p> LIGHT FIXTURE-CEILING</p> <p> LIGHT FIXTURE - WALL</p> <p> LIGHT FIXTURE - RECESS</p> <p> LIGHT W / EXH. FAN</p> <p> LIGHT - FLOOR, STRIP</p> <p> TELEPHONE OUTLET</p> <p> CABLE TV OUTLET</p> <p> SMOKE DETECTOR</p> |  | <p>ADM. ADMINISTRATION</p> <p>A.R. AND/OR BOLT</p> <p>ACQ. ACQUISITION</p> <p>ALUM. ALUMINUM</p> <p>ALT. ALTERNATE</p> <p>APPROX. APPROXIMATE</p> <p>ARCH. ARCHITECTURE</p> <p>HUSE WALL</p> <p>ALUMINUM SLIDER</p> <p>BLDG. BUILDING</p> <p>B.L. BLOCK</p> <p>BLKG. BLOCKING</p> <p>BR. BRAM</p> <p>B.N. BOUNDED NAIL</p> <p>BOLT BOTTOM</p> <p>BND. BOARD</p> <p>BET. BETTER</p> <p>BTWN. BETWEEN</p> <p>CAT. CATALKNE</p> <p>C.C. CONSTRUCT. JOINT</p> <p>CL. CLAMP</p> <p>C.N.J. CENTER</p> <p>C.O. CORNER</p> <p>CONC. CONCRETE</p> <p>CONN. CONNECTION</p> <p>CONT. CONTINUOUS</p> <p>CONTR. CONTRACTOR</p> <p>CORR. CORROSION</p> <p>CORUG. CORUGATED</p> <p>DIA. DIAMETER</p> <p>D.O. DOUBLE</p> <p>DAG. DIAGONAL</p> <p>DIM. DIMENSION</p> <p>DN. DOWN</p> <p>DR. DOOR</p> <p>D.W. DISHWASHER</p> <p>DOWN SPOUT</p> <p>E. EXISTING</p> <p>EA. EACH</p> <p>EACH FACE</p> <p>EACH WAY</p> <p>EXP. EXPANSION</p> <p>EXP.JT. EXPANSION JOINT</p> <p>F.B. FLAT BAR</p> <p>FND. FOUNDATION</p> <p>F.G. FIXED GLASS</p> <p>F.H. FINISHED</p> <p>F.L. FLOOR JOIST</p> <p>F.L.S. FLOOR SLAB</p> <p>F.L. FLOOR</p> <p>F.M. FLOOR MACHINE</p> <p>F.O. FACE OF CONCRETE</p> <p>F.O.F. FACE OF FINISH</p> <p>F.O.H.C. FACE OF HEAVY CONCRETE</p> <p>F.O.M. FACE OF MASONRY</p> <p>F.O.S. FACE OF STUD</p> <p>FULL PENETRATION</p> <p>FOOTFEET</p> <p>FOOTING</p> <p>FURN. FURNITURE</p> <p>GALL. GALLON</p> <p>GAL. GALLON</p> <p>GALV. GALVANIZED</p> <p>GALV. GALVANIZED IRON</p> <p>GLB. GLASS LAMINATED BEAM</p> <p>GRD. GRADE</p> <p>GYR.BD. GYPSUM BOARD</p> <p>GYR.W. GYPSUM WALL BOARD</p> <p>H.NDR. HANDRAIL</p> <p>HANDRAIL</p> <p>H.C. HOLDOWN</p> <p>HORIZ. HORIZONTAL</p> <p>H.S.B. HIGH STRENGTH BOLTS</p> <p>HT. HEIGHT</p> <p>H.W. HOT WATER</p> <p>HOR. HEADER</p> <p>H.D. HINGE</p> <p>H.D. HINGE CAMBETER</p> <p>INBL. INBL</p> <p>J.T. JOINT</p> <p>JST. JOIST</p> <p>L. LENGTH</p> <p>LAB. LABORATORY</p> <p>LIN. LINER</p> <p>MAX. MAXIMUM</p> <p>M.B. MACHINE BOLTS</p> <p>MCH. METAL</p> <p>M.C. MECHANICAL</p> <p>MEZZ. MEZZANINE</p> <p>M.F. MANUFACTURER</p> <p>M.N. MINIMUM</p> <p>N. NEW</p> <p>N.A. NOT APPLICABLE</p> <p>N.C. NOT IN CONTRACT</p> <p>NOM. NOMINAL</p> <p>N.T. NOT TO SCALE</p> <p>O.C. ON CENTER</p> <p>O.H. OPPOSITE HAND</p> <p>OPP. OPPOSITE</p> <p>P.D. POCKET DOOR</p> <p>P.D.P. POWER DRIVER FASTENER</p> <p>PERM. PERIMETER</p> <p>P.C. PRECAST CONCRETE</p> <p>PL. PLATE</p> <p>P.L. PROPERTY LINE</p> <p>P.WOOD. PLANKWOOD</p> <p>PL. PLATE NAIL</p> <p>POUN PER SQUARE FT.</p> <p>POUN PER SQUARE INCH</p> <p>PRESSURE TREATED</p> <p>PRES.T. PRES.T.</p> <p>R. REMOVED</p> <p>R. RISER</p> <p>RAD. RADIUS</p> <p>REINP. REINFORCEMENT</p> <p>RED. REDUCED</p> <p>REFR. REFRIGERATOR</p> <p>R.G. ROUGH GREENING</p> <p>R.S. ROUGH SAW</p> <p>RD. REDWOOD</p> <p>R.O. ROUGH</p> <p>R.W.L. RAIN WATER LEADER</p> <p>SHT. SHEET</p> <p>S.H. SINGLE HUNG</p> <p>S.H.C. SHEET OF CONCRETE</p> <p>S.M. SIMILAR</p> <p>SNG. SINGLE</p> <p>SLDR. SLIDER</p> <p>S.O.G. SLAB ON GRADE</p> <p>SPEC. SPECIFICATIONS</p> <p>SQ. SQUARE</p> <p>STIFF. STEEL</p> <p>STL. STEEL</p> <p>STR. STRUCTURAL</p> <p>STRUC. STRUCTURAL</p> <p>SYMS. SYMMETRICAL</p> <p>T. THREAD</p> <p>TAB. TOP AND BOTTOM</p> <p>TAG. TONGUE AND GROOVE</p> <p>T.O.F. TOP OF CURB</p> <p>TEL. TELEPHONE</p> <p>T.O.C. TOP OF CONCRETE</p> <p>T.O.P. TOP OF PLATE</p> <p>T.O.S. TOP OF SLAB</p> <p>T.O. TOP OF STEEL</p> <p>T.O.F. TOP OF FLOOR</p> <p>T.O.M. TOP OF MALL</p> <p>T.P. TOP OF PAVEMENT</p> <p>TRD. TRUSS</p> <p>TRANV. TRANSVERSE</p> <p>U.N. UNLESS OTHERWISE NOTED</p> <p>V. VERTICAL</p> <p>W. WIDE</p> <p>WBH. WASH</p> <p>WTH. WITH</p> <p>W.C. WATER CLOSET</p> <p>W.D. WOOD</p> <p>W.O. WITHOUT</p> <p>WP. WATERPROOF</p> <p>W.P. WEATHERPROOF</p> <p>W.P.F. WORKING POINT</p> <p>W.F. WIDE FLANGE</p> <p>W.P.F. WATERPROOFING</p> <p>X CROSS</p> |  | <p>A0.0 TITLE SHEET</p> <p>A1.0 EXISTING &amp; PROPOSED SITE PLANS</p> <p>A1.1 GENERAL NOTES</p> <p>A2.0 EXISTING AND PROPOSED FLOOR PLANS (BASEMENT)</p> <p>A2.1 EXISTING &amp; PROPOSED FLOOR PLANS (ADJ UNIT)</p> <p>A3.0 EXISTING ELEVATIONS</p> <p>A4.0 PROPOSED ELEVATIONS</p> <p>A5.0 PROPOSED SECTION A-A</p> |  |

**000384**









RBC1900657

|                                  |                      |                  |
|----------------------------------|----------------------|------------------|
| PERMIT NO.                       |                      | REV NO. <u>2</u> |
| CITY OF OAKLAND<br>PLAN REVISION |                      |                  |
| INITIALS                         | DEPARTMENT           | DATE             |
|                                  | BUILDING INSPECTION  |                  |
|                                  | ZONING/DESIGN REVIEW |                  |
| <i>F.M.</i>                      | PLAN CHECK           | 12/7/202         |
| OTHER:                           |                      |                  |

**CLIENT:**  
**HERNY**  
**EKWOGE**  
**812**  
**MACARTHUR**  
**BLVD.,**  
**OAKLAND,**  
**CA.**

| Issues and Revisions |      |                      |    |      |
|----------------------|------|----------------------|----|------|
| No.                  | Date | Issues and Revisions | By | Chk. |

Designer Of Record:

EDO  
P.O.Box 72294  
Oakland, Ca 94612  
510. 393.6262

|                     |
|---------------------|
| Project Name        |
| Date                |
| Project Number      |
| Drawing Description |

Computer File

A horizontal scale bar with tick marks at 0, 1, 2, and 4. The word "Scale" is written below the bar.

All drawings and written material appearing herein constitute original and unpublished work of the Designer and may not be duplicated, used or disclosed without written consent of the Designer.

**EXISTING &  
PROPOSED  
FLOOR PLANS  
(ADU UNIT)**

|         |          |       |
|---------|----------|-------|
| DATE    | 08-10-10 | SHEET |
| SCALE   | AS SHOWN |       |
| DRAWN   | OE       |       |
| PROJECT | HEADDN   |       |
| CHECKED | OE       |       |

**A 2.1**



|                |       |
|----------------|-------|
| DATE 04-10-20  | SHEET |
| SCALE AS SHOWN | A 3.0 |
| DRAWN OE       |       |
| PROJECT HEADON |       |
| CHECKED OE     |       |



RBC1900657

**CLIENT:**  
**HERNY**  
**EKWOGHE**  
**812**  
**MACARTHUR**  
**BLVD.,**  
**OAKLAND,**  
**CA.**

| Issues and Revisions |      |                      |    |      |
|----------------------|------|----------------------|----|------|
| No.                  | Date | Issues and Revisions | By | Chk. |

[illegible]

Designer Of Record:

EDO  
P.O.Box 72294  
Oakland, Ca 94612  
510. 393.6262

|                     |
|---------------------|
| Project Name        |
| Date                |
| Project Number      |
| Drawing Description |

|               |   |   |   |   |
|---------------|---|---|---|---|
| Computer File |   |   |   |   |
| 0             | 1 | 2 | 4 | 8 |
| Scale         |   |   |   |   |

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### PROPOSED ELEVATIONS

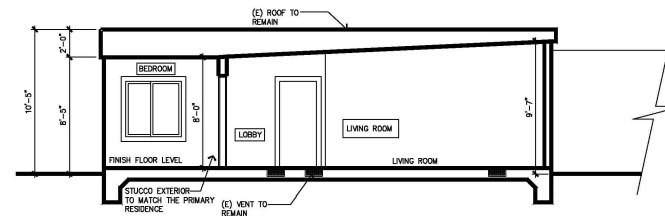
|         |          |       |
|---------|----------|-------|
| DATE    | 04-10-20 | SHEET |
| SCALE   | AS SHOWN |       |
| DRAWN   | OE       |       |
| PROJECT | HEADDN   |       |
| CHECKED | OE       |       |

A 4.0

## A 4.0

|                                                                                         |                      |                  |
|-----------------------------------------------------------------------------------------|----------------------|------------------|
| PERMIT NO.                                                                              |                      | REV NO. <b>2</b> |
| <p align="center"><b>CITY OF OAKLAND</b></p> <p align="center"><b>PLAN REVISION</b></p> |                      |                  |
| INITIALS                                                                                | DEPARTMENT           | DATE             |
|                                                                                         | BUILDING INSPECTION  |                  |
|                                                                                         | ZONING/DESIGN REVIEW |                  |
| <i>EM</i>                                                                               | PLAN CHECK           | 12/7/12          |
|                                                                                         | OTHER:               |                  |

**CLIENT:**  
**HERNY**  
**EKWOGHE**  
**812**  
**MACARTHUR**  
**BLVD.,**  
**OAKLAND,**  
**CA.**



1 PROPOSED SECTION A-A (REAR UNIT)  
1/4"=1'-0"

[illegible]

Designer Of Record:

EDO  
P.O.Box 72294  
Oakland, Ca 94612  
510. 393.6262

|                     |
|---------------------|
| Project Name        |
| Date                |
| Project Number      |
| Drawing Description |

|               |   |   |   |   |
|---------------|---|---|---|---|
| Computer File |   |   |   |   |
| 0             | 1 | 2 | 4 | 8 |
| Scale         |   |   |   |   |

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**PROPOSED  
SECTION A-A**

|         |          |       |
|---------|----------|-------|
| DATE    | 04-10-20 | SHEET |
| SCALE   | AS SHOWN |       |
| DRAWN   | OE       |       |
| PROJECT | HEADDN   |       |
| CHECKED | OE       |       |

A 5.0

**Re: Subject: URGENT: Unregistered Unit, Excessive Rent, Retaliatory Eviction – 812 MacArthur Blvd Apt B**

1 message

**ernesto nery** <ernestonery1@gmail.com>

Mon, Nov 17, 2025 at 5:43 PM

To: Rent Registry &lt;rentregistry@oaklandca.gov&gt;

Cc: belleanery@yahoo.com, Rent Adjustment Program &lt;RAP@oaklandca.gov&gt;

Good evening Allison,

I appreciate your assistance in this matter and thank you for your prompt response. Thanks again for the resources, I will be in touch with a RAP Housing Counselor.

Regards,  
Ernesto Nery

On Mon, Nov 17, 2025, 9:35 AM Rent Registry &lt;rentregistry@oaklandca.gov&gt; wrote:

Dear Ernesto Nery:

Thank you for contacting the Oakland Rent Adjustment Program's Rent Registration Unit. A review of RAP's rent registry records reflects that to date, no registration submission has been received for the property at 812 MacArthur Boulevard, and that it is currently noncompliant with the registration requirement.

Oakland's rent registration requirement applies to all residential rental units that are covered by either the Oakland Rent Adjustment Ordinance or the Just Cause for Eviction Ordinance.

Generally speaking, the Rent Adjustment Ordinance applies to rental units on multifamily properties built prior to 1983; the Just Cause for Eviction Ordinance applies to most rental units that were built more than 10 years ago. Alameda County records indicate that 812 MacArthur Boulevard is a two-unit property built prior to 1983. Therefore, any rental unit on the property is likely subject to both the Oakland Rent Adjustment Ordinance and the Just Cause for Eviction Ordinance, and thus the rent registration requirement.

Owners of unregistered properties may not 1) serve rent increases, 2) file rent increase petitions with RAP, or 3) respond to tenant petitions filed with RAP. Furthermore, failure to register is an affirmative defense in most eviction actions, including nonpayment of rent.

RAP will reach out to this owner regarding rent registration.

Regarding your questions regarding rent overcharge and legal resources: Please follow up with a RAP housing counselor at [rap@oaklandca.gov](mailto:rap@oaklandca.gov), or via telephone at 510-238-3721, during RAP's normal business hours, Monday-Thursday, 9:30 am-4:30 pm. You can also request an appointment with a housing counselor at <https://apps.oaklandca.gov/rapapptreq/>.

Sincerely,

**000391**

Housing and Community Development | Rent Adjustment Program

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

Tel: (510) 238-6674 | [apretto@oaklandca.gov](mailto:apretto@oaklandca.gov)

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**From:** ernesto nery <[ernestonery1@gmail.com](mailto:ernestonery1@gmail.com)>

**Sent:** Sunday, November 16, 2025 5:50 PM

**To:** Rent Adjustment Program <[RAP@oaklandca.gov](mailto:RAP@oaklandca.gov)>; Rent Registry <[rentregistry@oaklandca.gov](mailto:rentregistry@oaklandca.gov)>

**Cc:** [belleanery@yahoo.com](mailto:belleanery@yahoo.com)

**Subject:** Subject: URGENT: Unregistered Unit, Excessive Rent, Retaliatory Eviction – 812 MacArthur Blvd Apt B

You don't often get email from [ernestonery1@gmail.com](mailto:ernestonery1@gmail.com). Learn why this is important

Dear Oakland RAP Team,

I am a tenant at 812 MacArthur Blvd Apt B, Oakland CA 94605, and have paid \$4,300/month since June 2023. My landlord, Henry Ekwoke, is attempting to evict me from a property that appears unregistered with the Rent Adjustment Program. Please see attached screenshots of the RAP portal search, which confirms no records for this address.

Since being laid off in June 2025, I have continued paying rent with support from my sister Annebelle Nery (CC'd), who has contributed thousands of dollars monthly via PayPal to assist in housing stability. We offered partial rent while requesting a reduction or payment plan, which was rejected. I have attached the following evidence:

Attached:

PDF of communication with landlord showing rent demand, rejection of payment plan, and threats of eviction

RAP portal search results showing no registered unit for 812 MacArthur Blvd Apt B

PayPal + Zelle screenshots verifying rent payments and financial assistance

Declaration of Financial Hardship

I am formally requesting:

1. Immediate investigation into the registration status of 812 MacArthur Blvd Apt B
2. Protection from eviction under Oakland's Rent Adjustment Ordinance (OMC 8.22)

**000392**

3. Assistance with a complaint and repayment petition for rent overcharges exceeding \$100,000

4. Referral to legal aid resources for court representation if necessary

Please confirm receipt of this complaint and advise of the next steps.

Sincerely,

Ernesto Nery

ernestonery1@gmail.com

951-732-4150

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

Hayward Hall of Justice, Department 514

JUDICIAL OFFICER: HONORABLE JULIE WILENSKY

Courtroom Clerk: Melvyn Gonzales

CSR: Not Reported

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**26CV182619**

June 11, 2026

9:00 AM

**EKWOGGE**

**vs**

**NERY**

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**MINUTES**

**APPEARANCES:**

Plaintiff Henry Ekwoke appearing represented by Kelechi Emeziem.

Defendant Ernesto Nery appearing in pro per.

**NATURE OF PROCEEDINGS: UD Court Trial**

The matter is being heard in Department 514 for trial purposes only.

10:07 AM The Court calls the matter. The matter is not reported.

Counsel and parties enter their appearances.

Henry Ekwoke is sworn and testifies on his own behalf under direct examination.

10:12 AM Exhibit Marked for Identification and Admitted in Evidence - Plaintiff's 1 : Rental Agreement

10:13 AM Exhibit Marked for Identification and Admitted in Evidence - Plaintiff's 2 : 3-Day Notice To Pay Rent or Quit

10:15 AM Exhibit Marked for Identification and Admitted in Evidence - Plaintiff's 3 : Proof of Service of Notice to Pay Rent or Quit

10:21 AM Henry Ekwoke resumes testimony on his own behalf under cross examination.

The Court poses clarifying questions to Plaintiff.

10:27 AM Counsel for Plaintiff rests its case.

10:27 AM Ernesto Nery is sworn and testifies on his own behalf.

10:30 AM Defendant rests its case.

10:30 AM Counsel for Plaintiff provides rebuttal arguments.

**000394**



# SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

10:33 AM Plaintiff provides rebuttal testimony on his own behalf.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

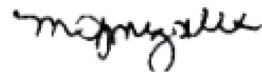
The Court finds that Plaintiff has not met its burden of proof by a preponderance of the evidence.

The notice to quit is facially invalid because it fails to strictly comply with CCP section 1161(2), as interpreted by *Eshagian v. Cepeda* (2025) 112 Cal.App.5th 433, 459.

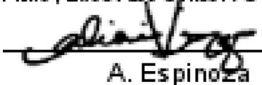
As such, the Court enters judgment for Defendant. Plaintiff's exhibits are returned to Plaintiff.

Court orders judgment entered for Defendant Ernesto Nery against Plaintiff Henry Ekwoke on the Complaint filed by Henry Ekwoke on 04/20/2026.

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.



By: M. Gonzalez, Deputy Clerk  
Minutes of: 06/11/2026  
Entered on: 06/11/2026

|                                                                                                                                                                                                                                                           |                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY<br>NAME: KELECHI CHARLES EMEZIEM<br>FIRM NAME: EMEZIEM & OTHERS<br>STREET ADDRESS: 1225 FALLON STREET<br>CITY: OAKLAND<br>TELEPHONE NO.: 510-628-0400<br>EMAIL ADDRESS:<br>ATTORNEY FOR (name): PLAINTIFF HENRY EKWOGU | STATE BAR NUMBER: 159652<br>STATE: CA ZIP CODE: 94621<br>FAX NO.: 510-628-0500 |
| <b>FILED</b><br>Superior Court of California<br>County of Alameda<br>04/17/2026<br>Chad Flake, Executive Officer/Clerk of the Court<br>By:  Deputy<br>A. Espinoza      |                                                                                |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA<br>STREET ADDRESS: 1225 FALLON STREET<br>MAILING ADDRESS:<br>CITY AND ZIP CODE: OAKLAND,<br>BRANCH NAME: FAMILY DIVISION                                                                                  |                                                                                |
| PLAINTIFF/PETITIONER: HENRY EKWOGU<br>DEFENDANT/RESPONDENT: ERNESTO NEARLY, ET ALL                                                                                                                                                                        |                                                                                |
| <b>REQUEST FOR DISMISSAL</b>                                                                                                                                                                                                                              |                                                                                |
| CASE NUMBER:<br>25CV160520                                                                                                                                                                                                                                |                                                                                |
| A conformed copy will not be returned by the clerk unless a method of return is provided with the document.                                                                                                                                               |                                                                                |
| This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)                                                                      |                                                                                |

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) ☐ With prejudice (2) ☒ Without prejudice (3) ☐ Without prejudice and with the court retaining jurisdiction (Code Civ. Proc., § 664.6)
- b. (1) ☒ Complaint (2) ☐ Petition
- (3) ☐ Cross-complaint filed on (date): by (name):
- (4) ☐ Cross-complaint filed on (date): by (name):
- (5) ☒ Entire action of all parties and all causes of action
- (6) ☐ Other (specify)\*:

## 2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed.)

Date: 4/15/2026

KELECHI CHARLES EMEZIEM

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

\* If dismissal requested is of specified parties only, of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed

(SIGNATURE)

Attorney or party without attorney for

☒ Plaintiff/Petitioner ☐ Defendant/Respondent

☐ Cross-Complainant

## 3. TO THE CLERK: Consent to the above dismissal is hereby given.†

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

† If item 1a(3) is checked, all parties must sign.

If a cross-complaint—or Response—Marriage/Domestic Partnership (form FL-120) seeking affirmative relief—is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581(i) or (j).

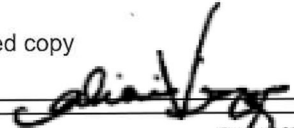
☐ Check here and use form MC-025 or a separate page for additional signatures. Include date, printed name, and party information.

4. ☒ Dismissal entered as requested on (date): 04/17/20265. ☐ Dismissal entered on (date): as to only (name):6. ☐ Dismissal **not entered** as requested for the following reasons (specify):7. a. ☐ Attorney or party without attorney notified on (date):

b. ☐ Attorney or party without attorney not notified. Filing party failed to provide

☐ a copy to be conformed ☐ means to return conformed copy

Date: 04/23/2026

Clerk, by  Deputy

Page 1 of 2

**REQUEST FOR DISMISSAL****000396**

|                                                |              |
|------------------------------------------------|--------------|
| PLAINTIFF/PETITIONER:<br>DEFENDANT/RESPONDENT: | CASE NUMBER: |
|------------------------------------------------|--------------|

### COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

### Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*
  - a. ☐ not recovering anything of value by this action.
  - b. ☐ recovering less than \$10,000 in value by this action.
  - c. ☐ recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. All court fees and court costs that were waived in this action have been paid to the court *(check one)*: ☐ Yes ☐ No

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

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY, ☐ PARTY MAKING DECLARATION)

(SIGNATURE)

## PROOF OF SERVICE

I, the undersigned, declare that I am employed in the County of Alameda, State of California. I am over the age of eighteen (18) years and not a party to the within cause. My business address is 303 Hegenberger Road, Suite 311, Oakland, CA 94621.

On April 17, 2026, I served the within:

1. Request for dismissal

☐ BY MAIL in the said cause by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, in the United States mail at Oakland, CA addressed as shown below.

☐ BY HAND DELIVERY by causing a true copy thereof enclosed in a sealed envelope, to be delivered by hand to the address (es) shown below.

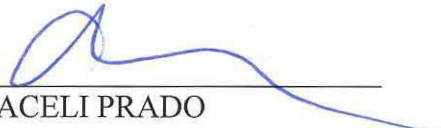
☐ BY OVERNIGHT DELIVERY by placing a true copy thereof, enclosed in a sealed envelope, with delivery charges fully paid, to be delivered overnight to the address (es) shown below.

☐ BY FACSIMILE TRANSMISSION by transmitting a true copy thereof by facsimile transmission from the facsimile number and to the interested parties to said action at the facsimile number(s) shown below.

☒ BY E-MAIL TRANSMISSION I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

ERNESTO NERY, JR.  
812 MACARTHUR BLVD, UNIT B  
OAKLAND, CA 94610  
**EMAIL:** ernestonery1@gmail.com

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 17, 2026, in Oakland, California.

  
ARACELI PRADO

---

**Re: Subject: Supplemental Document –T25-0199**

1 message

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**ernesto nery** <ernestonery1@gmail.com>  
To: "Valdez, Anali" <AValdez2@oaklandca.gov>

Tue, Apr 7, 2026 at 10:56 AM

Greetings Anali,  
There are no pending court/trial dates at this time.  
Thank you,  
Ernesto.

On Tue, Apr 7, 2026, 9:06 AM Valdez, Anali <AValdez2@oaklandca.gov> wrote:

Good morning Ernesto,

Thank you for your submission and apologies for the delayed response.

Please let me know if there are any pending court/trial dates with the Alameda County Superior Court.

Anali

**Anali Valdez (she/her/ella)**, Program Analyst II  
**Rent Adjustment Program**  
**Department of Housing & Community Development**  
City of Oakland | 250 Frank H. Ogawa Plaza, Suite 5313 | Oakland, CA 94612  
Phone: (510) 219-0083 | Email: [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov) | <http://www.oaklandca.gov>

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**From:** ernesto nery <ernestonery1@gmail.com>  
**Sent:** Friday, April 3, 2026 10:32 AM  
**To:** Hearings Unit <[hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)>  
**Cc:** Rent Adjustment Program <[RAP@oaklandca.gov](mailto:RAP@oaklandca.gov)>  
**Subject:** Subject: Supplemental Document –T25-0199

Hello,  
I am submitting a supplemental document for the record in my matter. Attached is the April 2, 2026 Minute Order from Alameda County Superior Court, in which the judgment in the related unlawful detainer action was vacated.  
Thank you,  
Ernesto Nery

M Gmail

ernesto nery <ernestonery1@gmail.com>

**FW: SUBJECT: FORMAL DEMAND FOR COMPLIANCE INVESTIGATION Systemic Public Records Act Non-Compliance and Procedural Violations by the Rent Adjustment Program (RAP) in Case T25-0199**

1 message

**Leavitt, Jessica** <JLeavitt2@oaklandca.gov>

To: "ernestonery1@gmail.com" <ernestonery1@gmail.com>

Good afternoon Mr. Nery.

Thu, Jul 30, 2026 at 4:47 PM

Your email to HCD Director Weinstein was forwarded to me for response as I am the person who supervises the staff responsible for fielding public records requests.

Please see my answers below in blue to the four points your raised in your message. Feel free to reach out with questions or concerns.

any  
additional

**1. Systemic Statutory Violations of the CPRA**

The RAP Public Records Liaison, Cynthia Jay, has willfully allowed multiple public records requests regarding core administrative operations to blow past mandatory state deadlines without producing records or asserting legal exemptions:

- **NextRequest 26-5168 (Filed May 13, 2026):** This request for internal notes, communications, and metadata regarding

portal tracking alterations is **48 days past its statutory due date** of June 9, 2026.

**NextRequest 26-6264 (Filed June 6, 2026):** This request for routine RAP hearing officer manuals, guidelines, and policies is **40**

**000400**



**days past its statutory due date** of June 17, 2026.

On June 26, 2026, staff explicitly posted a written commitment promising responsive records "next week." More than a full month has elapsed since that promise, and the program remains in total, uncommunicative non-compliance.

Thank you for drawing my attention to the delay in our responses. Ms. Jay shared with me that she was waiting on having the entire set of responsive documents before posting for your PRRs. I believe she has now posted what she has available and is just waiting on IT department to provide the email communications you requested for our review and disclosure. Staff has been instructed to communicate more clearly in the future.

## **2. Enforcement of Withheld and Factual Deficient "Policies"**

This ongoing suppression of public records is directly compounding due process violations. Today, July 27, 2026, Hearing Officer Linda Moroz issued a *fourth* "Order to Set New Hearing Date," cancelling my July 29 hearing and indefinitely delaying my 2025 tenant petition.

Her written order explicitly relies on a quoted, internal mandate: *"it is the RAP's policy to continue the hearing until after the lawsuit in the Superior Court is completed..."*

The RAP is actively penalizing my tenancy by executing a policy that it simultaneously refuses to legally produce under the CPRA. Furthermore, this delay rationale is factually fraudulent: the Superior Court has already vacated the prior judgment, and the landlord has filed an official Request for Dismissal. Deferring to a dead court action serves no administrative function.

The policy referred to by Hearing Officer Moroz is not contained in a written policy document. It is implemented by RAP hearing officers because when there is an unlawful detainer lawsuit (UD) pending in court, part of the resolution of that suit is typically to settle all claims with respect to the tenancy, meaning the RAP case is dismissed. Therefore, whenever hearing officers learn there is a pending UD, they continue the case until after its completion. Please also note that in any unlawful detainer case where the amount of rent is at issue, the Court's jurisdiction supersedes any city determination on that matter and will guide how a RAP hearing officer resolves any related pending RAP petition issue. Please also see attached Rent Board appeal decision affirming the dismissal of a RAP case in the context of such case being held until the UD was completed and then dismissed because there were no remaining issues to be decided.

In your case, now that Hearing Officer Moroz is aware there is a factual dispute as to whether there is an active UD case, she has instructed the parties to provide evidence on that point. (See email from Case Analyst Anali Valdez dated July 30, 2026 at 12:51).

## **3. Active External Oversight Investigations**

Please be advised that due to the severity of these administrative actions, the following independent law enforcement and oversight bodies have opened active investigations into the personnel under your command:

- **The Oakland Public Ethics Commission** has assigned this matter **Formal Complaint #26-10**.

**The Oakland City Auditor's Office** has accepted an active whistleblower investigation via the **EthicsPoint** portal.

**000401**

Thank you for informing us of these pending investigations. We will fully comply and provide any requested information or assistance requested by either the PEC or the Auditor's office.

#### **4. Action Requested**

As Director, you have a fiduciary and legal obligation to ensure your subordinates obey state transparency statutes. I demand that you:

1. Order the immediate, unredacted production of all responsive files under NextRequest 26-5168 and 26-6264.
2. Institute an immediate administrative inquiry into why RAP staff are citing undocumented internal policies to circumvent explicit verbal rulings made on the official hearing record.

I look forward to your prompt response regarding the steps your office will take to restore legal compliance to the Rent Adjustment Program.

Per my response to point 1, above, Ms. Jay will immediately provide all that is available to us. As soon as she also has and has reviewed the communications from IT, she will provide those as well.

As above, please feel free to reach out with additional questions or concerns.

Sincerely,

• Jessie

**Jessie Leavitt**, Assistant Program Manager

**Rent Adjustment Program**

**Department of Housing & Community Development**

City of Oakland | 250 Frank H. Ogawa Plaza, Suite 5313 | Oakland, CA 94612

TEL: (510) 238-3262

Email: [jleavitt2@oaklandca.gov](mailto:jleavitt2@oaklandca.gov) | <http://www.oaklandca.gov>

**000402**



**From:** Weinstein, Emily  
<EWeinstein@oaklandca.gov>

**Sent:** Tuesday, July 28, 2026 6:46  
AM

**Subject:** Fwd: SUBJECT: FORMAL DEMAND FOR COMPLIANCE INVESTIGATION Systemic Public Records Act Non-Compliance and Procedural Violations by the Rent Adjustment Program (RAP) in Case T25-0199

Begin forwarded message:

**From:** ernesto nery <ernestonery1@gmail.com>

**Date:** July 27, 2026 at 10:44:34 PM PDT

**To:** housingdevelopment@oaklandca.gov, "Weinstein, Emily" <EWeinstein@oaklandca.gov>

**Subject: SUBJECT: FORMAL DEMAND FOR COMPLIANCE INVESTIGATION Systemic Public Records Act Non-Compliance and Procedural Violations by the Rent Adjustment Program (RAP) in Case T25-0199**

You don't often get email from ernestonery1@gmail.com. Learn why this is important

**To:** Director of Housing and Community Development, City of Oakland

**Date:** July 27, 2026

Dear Director Weinstein,

I am writing to formally demand an immediate internal review and corrective action regarding systemic statutory violations of the California Public Records Act (CPRA) and a severe lack of administrative transparency occurring under your department's oversight within the Rent Adjustment Program (RAP).

These non-compliance issues are actively interfering with my constitutional due process rights in active RAP Case No. T25-0199.

### **1. Systemic Statutory Violations of the CPRA**

The RAP Public Records Liaison, Cynthia Jay, has willfully allowed multiple public records requests regarding core administrative operations to blow past mandatory state deadlines without producing records or asserting legal exemptions:

- **NextRequest 26-5168 (Filed May 13, 2026):** This request for internal notes, communications, and metadata regarding portal tracking

**000403**

alterations is **48 days past its statutory due date** of June 9, 2026.

• **NextRequest 26-6264 (Filed June 6, 2026):** This request for routine RAP hearing officer manuals, guidelines, and policies is **40 days past its statutory due date** of June 17, 2026.

On June 26, 2026, staff explicitly posted a written commitment promising responsive records "next week." More than a full month has elapsed since that promise, and the program remains in total, uncommunicative non-compliance.

## 2. Enforcement of Withheld and Factual Deficient "Policies"

This ongoing suppression of public records is directly compounding due process violations. Today, July 27, 2026, Hearing Officer Linda Moroz issued a *fourth* "Order to Set New Hearing Date," cancelling my July 29 hearing and indefinitely delaying my 2025 tenant petition.

Her written order explicitly relies on a quoted, internal mandate: *"it is the RAP's policy to continue the hearing until after the lawsuit in the Superior Court is completed..."*

The RAP is actively penalizing my tenancy by executing a policy that it simultaneously refuses to legally produce under the CPRA. Furthermore, this delay rationale is factually fraudulent: the Superior Court has already vacated the prior judgment, and the landlord has filed an official Request for Dismissal. Deferring to a dead court action serves no administrative function.

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## 4. Action Requested

As Director, you have a fiduciary and legal obligation to ensure your subordinates obey state transparency statutes. I demand that you:

1. Order the immediate, unredacted production of all responsive files under NextRequest 26-5168 and 26-6264.
2. Institute an immediate administrative inquiry into why RAP staff are citing undocumented internal policies to circumvent explicit verbal rulings made on the official hearing record.

I look forward to your prompt response regarding the steps your office will take to restore legal compliance to the Rent Adjustment Program.

Sincerely,

Ernesto Nery Jr.  
812 MacArthur Blvd, Apt B  
Oakland, CA 94610

**000404**

(951) 732-4150

**T19-0313 McQuillon v. American Liberty Appeal Decision 2021.11.19.pdf** 51K

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**Re: Procedural Objection Regarding RAP Case T25-0199**

1 message

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**Valdez, Anali** <AValdez2@oaklandca.gov>  
To: "ernestonery1@gmail.com" <ernestonery1@gmail.com>  
Cc: Hearings Unit <hearingsunit@oaklandca.gov>

Tue, May 12, 2026 at 2:15 PM

Hi Ernesto,

Thank you for your email. This message is to confirm that your procedural objections have been received and placed in the case file for T25-0199.

You will have the opportunity to state your objections on the record at the time of the hearing. Please be assured that any procedural objections you raise will be preserved for purposes of any appeal following the issuance of a final written decision in this matter.

We encourage you to reach out to local legal aid organizations, such as the agencies below, as the Rent Adjustment Program cannot provide legal advice:

- Centro Legal de la Raza: (510) 437-1554
- East Bay Community Law Center: (510) 548-4040
- Bay Area Legal Aid, Alameda County Tenant Rights Line: (888) 382-3405
- Alameda County Bar Association - Lawyer Referral Service: (510) 322-2222 ext. 4

Best,  
Anali

**Anali Valdez (she/her/ella)**, Program Analyst II  
**Rent Adjustment Program**  
**Department of Housing & Community Development**  
City of Oakland | 250 Frank H. Ogawa Plaza, Oakland, CA 94612  
Phone: (510) 219-0083 | Email: avaldez2@oaklandca.gov | <http://www.oaklandca.gov>

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**From:** ernesto nery <ernestonery1@gmail.com>  
**Sent:** Tuesday, May 12, 2026 12:02 PM  
**To:** Valdez, Anali <AValdez2@oaklandca.gov>; Hearings Unit <hearingsunit@oaklandca.gov>  
**Cc:** Rent Adjustment Program <RAP@oaklandca.gov>; Webb, Nyila <NWebb@oaklandca.gov>; City Auditor <CityAuditor@oaklandca.gov>; ernesto nery <ernestonery1@gmail.com>  
**Subject:** Procedural Objection Regarding RAP Case T25-0199

Dear Ms. Valdez and Hearings Unit,

Please accept this correspondence as a formal procedural objection regarding the handling and disposition of RAP Case No. T25-0199.

The hearing transcript from February 25, 2026 reflects that the Hearing Officer stated on the record that RAP lacked jurisdiction over the unit, that the hearing would be concluded, and that the petition would be dismissed. The Hearing Officer further confirmed on the record that the matter was “dismissed at this time” and stated that a dismissal would issue from the office.

The transcript also reflects that I disputed the interpretation of the exemption language, specifically regarding whether the unit qualified as newly constructed “from the ground up” and whether the unit constituted a conversion. Despite this, **000406**

the Hearing Officer stated on the record that “all concur” regarding exemption status, which does not accurately reflect the recorded discussion.

I object to the procedural handling of the matter on the following grounds:

1. A dismissal was announced on the record, yet I was later informed no final decision existed for purposes of appeal or review;
2. Following the hearing, I attempted to file an appeal regarding the handling and disposition of the matter and was advised that I could not do so because no final decision existed;
3. The hearing was effectively concluded prior to meaningful consideration of my objections regarding the exemption determination and underlying public records;
4. The procedural basis for postponing, dismissing, or otherwise suspending adjudication due to the pending unlawful detainer proceeding has not been identified within any publicly available RAP ordinance or regulation specifically addressing such circumstances;
5. RAP has acknowledged there is no publicly available ordinance or regulation specifically governing postponements based on pending unlawful detainer proceedings. However, the recently issued Order to Set New Hearing Date states that “it is the RAP’s policy to continue the hearing until after the lawsuit in the Superior Court is completed.” To date, no publicly available ordinance, regulation, or formally identified written policy governing such continuances has been provided despite prior requests regarding the authority and procedural basis for these postponements.
6. The Order to Set New Hearing Date further states that the RAP hearing is being continued “in the event that there are still undecided issues that were raised in the RAP petition but not resolved by the Superior Court.” This language itself appears to recognize that the unlawful detainer proceeding may not necessarily resolve or adjudicate all disputed exemption or RAP-related issues currently before the Program.
7. I have attempted to utilize the available avenues provided through the RAP process, including raising objections during the hearing and attempting to appeal following the proceeding. Those efforts were either deemed unavailable or procedurally improper, while no alternative procedural forum has been identified through which these procedural concerns and disputed exemption issues may be meaningfully addressed.
8. RAP has acknowledged there is no publicly available ordinance or regulation specifically governing postponements based on pending unlawful detainer proceedings, yet the matter has nevertheless been procedurally halted without a clearly identified avenue for review;
9. I have attempted to utilize the available avenues provided through the RAP process, including raising objections during the hearing and attempting to appeal following the proceeding. Those efforts were either rendered unavailable or deemed procedurally improper, while no alternative procedural forum has been identified through which these procedural concerns and disputed exemption issues may be meaningfully addressed.

Additionally, the RAP portal activity history for this matter reflects multiple entries labeled “Administrative Appeal Decision” despite my being informed that no final appealable decision existed. The portal history further reflects procedural entries that appear inconsistent or unclear in relation to the procedural posture of the matter.

Accordingly, I object to the lack of procedural clarity reflected in the administrative record and dispute the apparent inconsistency between:

- the dismissal announced on the record;
- the statement that no final decision existed for appeal purposes; and
- the portal activity entries reflecting “Administrative Appeal Decision.”

I further object to any characterization that I concurred with the exemption determination, as the transcript reflects that I repeatedly disputed both the interpretation of the regulations and the factual basis underlying the exemption claim for the property after the Hearing Officer had already announced the intended dismissal on the record.

I further object to any postponement, suspension, or procedural halting of adjudication based on the pending unlawful detainer proceeding, as no sufficiently articulated procedural basis or specific finding of good cause has been identified

**000407**

in the record or within any publicly available RAP regulation specifically governing such circumstances.

Although references have been made to avoiding conflicting determinations between RAP and the Superior Court, the specific legal or procedural conflict has not been adequately identified.

The RAP proceeding concerns disputed exemption status and applicability of Oakland tenant protection ordinances, while the unlawful detainer proceeding concerns possession-related issues before the Superior Court. While the matters may involve overlapping facts or the same tenancy, no explanation has been provided demonstrating how adjudication of the RAP exemption issues would improperly interfere with the Court proceeding, or how a RAP determination regarding exemption status would necessarily control or determine the outcome of the unlawful detainer action.

Likewise, no explanation has been provided demonstrating how the unlawful detainer proceeding would necessarily resolve or adjudicate the disputed exemption issues currently before RAP.

Accordingly, I object to the procedural halting of the RAP matter absent a clearly identified legal basis, articulated findings, or meaningful procedural avenue through which these disputed exemption issues may be adjudicated.

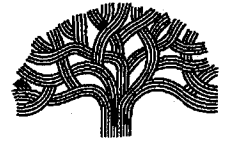
For reference and preservation of the administrative record, I have attached:

- the hearing transcript from February 25, 2026;
- printout of the RAP portal activity history for Case No. T25-0199

Sincerely,

Ernesto Nery

# CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

## **Housing, Residential Rent and Relocation Board (HRRRB)**

### **APPEAL DECISION**

**CASE NUMBER:** T19-0313, McQuillon v. American Liberty  
T19-0510, McQuillon v. American Liberty  
T20-0054, McQuillon v. JJCM Investments

**APPEAL HEARING:** September 23, 2021

**PROPERTY ADDRESS:** 3114 Ashbrook Court, Oakland, CA

**APPEARANCES:** Liz Hart (Owner Representative- JJCM Invt./Respondent)  
Broderick Brown (Tenant Representative/Appellant)  
Fatima McQuillon (Tenant/Appellant)

---

### **PROCEDURAL BACKGROUND**

Tenant, Fatima McQuillon, filed a petition (T19-0313) on June 10, 2019. She contested a monthly rent increase of \$881.08 to \$986.08, effective January 1, 2019, on the grounds that the rent increase exceeds the CPI Adjustment and available banking without approval from the Rent Adjustment Program ("RAP"), and she also alleged decreased housing services. Tenant filed a second petition (T19-0510) on November 6, 2019, contesting a monthly rent increase of "\$1,095.8" (sic) to \$1,187.90, effective November 1, 2019, on multiple grounds and alleging decreased housing services. Tenant filed a third petition (T20-0054) on January 30, 2020, contesting a rent increase of \$1,095.08 to \$1,192.55. Owner, American Liberty Investments, filed a response to the first petition, disputing the allegations. Owner Responses were not submitted for the other two petitions.

The petitions were consolidated, and the Hearing Officer issued an Administrative Decision ("Decision") on February 17, 2021, served on the parties on February 18, 2021, dismissing the tenant petitions. The Decision found that the parties had signed a Mutual Settlement Agreement and Release dated February 8, 2021, that

precludes the tenant from raising claims that were brought or could have been brought in *Fatima McQuillon v. American Liberty Investments, LLC, Triple Good Investments & Management, LLC, Frederick O. Lewis, III, and Does 1-30*, Case No. RG19008160. The Decision noted that, since the Alameda County Superior Court assumed jurisdiction over all claims arising from 3114 Ashbrook Court and all claims were resolved in the Mutual Settlement Agreement and Release, RAP no longer has jurisdiction over the claims raised in the tenant petitions.

On March 4, 2021, the tenant filed a timely appeal. An appeal hearing was held before the HRRRB ("Board") on June 10, 2021. The Board postponed the hearing until the Board had an opportunity to review the Settlement Agreement and Release.

### **GROUND FOR APPEAL**

The tenant appeal raised the following grounds:

- The decision is inconsistent with O.M.C. Chapter 8.22, Rent Board Regulations, or prior decisions of the Board;
- The decision violates federal, state or local law;
- The decision is not supported by substantial evidence;
- Denial of sufficient opportunity to present a claim.

Tenant further contended that the settlement does not cover current conditions, as her lawsuit filed on February 21, 2019, was against American Liberty Investments, Frederick Lewis, III, and Triple Good Investment & Management, while JJCM Investments purchased the property in December 2019 and was not a party to the suit. Tenant also contended the settlement did not make any determination regarding the proper amount of rent.

### **APPEAL DECISION**

After parties' arguments, questions to the parties, and Board discussions, T. Williams moved to uphold the hearing decision based on substantial evidence.

B. Scott seconded the motion.

The Board voted as follows:

Aye: T. Williams, B. Scott, R. Nickens, Jr., S. Devuono-Powell  
Nay: None  
Abstain: C. Lieu

The motion was adopted.



## NOTICE TO PARTIES

Pursuant to Ordinance No(s). 9510 C.M.S. of 1977 and 10449 C.M.S. of 1984, modified in Article 5 of Chapter 1 of the Municipal Code, the City of Oakland has adopted the ninety (90) day statute of limitations period of Code of Civil Procedure, Section 1094.6.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE NINETY (90) DAYS FROM THE DATE OF MAILING OF THIS DECISION WITHIN WHICH TO SEEK JUDICIAL REVIEW OF THE DECISION OF THIS BOARD IN YOUR CASE.

*Chanée Franklin Minor*

CHANÉE FRANKLIN MINOR  
BOARD DESIGNEE  
CITY OF OAKLAND  
HOUSING, RESIDENTIAL RENT  
AND RELOCATION BOARD

November 18, 2021

DATE

**PROOF OF SERVICE**

**Case Number T19-0313**

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

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

**Documents Included**

Appeal Decision

**Owner**

American Liberty  
P.O. Box 577374  
Modesto, CA 95357

**Owner**

Frederick O. Lewis, American Liberty  
7205 Spyglass Dr.  
Modesto, CA 95356

**Owner Representative**

Liz Hart, Rent Board Matters  
1801 University Ave. Ste. 308  
Berkeley, CA 94703

**Tenant**

Fatima McQuillion  
3114 Ashbrook Court  
Oakland, CA 94601

**Tenant Representative**

Broderick Brown, Law Office of Broderick H. Brown  
2831 Telegraph Ave.  
Oakland, CA 94609

**000412**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 19, 2021** in Oakland, CA.



---

Merna Attalla

Oakland Rent Adjustment Program

# EXHIBIT 5

### INTRODUCTION FOR HEARING

We are now on the record on Case No. \_\_\_\_\_, [Jones v. Smith, etc.] which concerns the rents at \_\_\_\_\_ St. in Oakland. Today is August 29, 2014 at about 10:0 A.M. My name is \_\_\_\_\_ I am the Rent Adjustment Hearing Officer who will be conducting the hearing today.

This hearing is being recorded by digital voice recorder. In order to record your responses, please speak in words (no nodding head, uh-huh, etc.). Now, please state your names aloud to identify your voices on the recording, starting to my right/left.

The statement of appearance form you signed today is also an oath to tell the truth under penalty of perjury during this hearing. [Ask each person if they understand they are under oath]

I have reviewed the file. Based on my review, the issues to be decided by this hearing are:

- 1
- 2
- 3

I will give each side the opportunity to present your position.

Evidence can be in the form of testimony from the parties, testimony from witnesses, or exhibits such as documents and photographs. I will then let you know whether the exhibit can be used as evidence and whether I will allow it into the record.

#### Foundational requirements for documents and photographs

What is it?

Why do you think this would be helpful to me in deciding the case?

How was it obtained?

Does it accurately portray what it's supposed to show?

#### Foundational requirements For Hearsay

Tell me when this was said.

Why do you think it would be helpful to me in deciding this case?

The other side may object to some of the things you say or offer as evidence. I will also rule on your objections to evidence and decide whether it will be considered in reaching a decision.

I will question both the landlord/ tenant. \_\_\_\_\_ will testify first. Then each party will have an opportunity to tell me anything that was not covered in the answers to my questions which concerns an issue in the case. Each party will then have an opportunity to ask questions of the other concerning anything relevant to the issues I have to decide.

I may interrupt either side if I don't understand the point you are making, or if I have heard enough on the point or if you are going into an area that I can't use in

making my decision, then I will let you know you need to move on to the next point.

Please do not interrupt when someone is speaking. If you do not agree with what the other side is saying, wait until he or she is finished and you will have an opportunity to respond.

The \_\_\_\_\_ will then have the same opportunity. Then, at end, each party will have a chance to tell me what they think the evidence has proved, and what my decision should be.

Are there any questions about what I have said?

Is there anything further that you want to say?

Confirm that all documents offered are received into evidence or not.

The record is closed. Thank you for \_\_\_\_\_.

# City of Oakland - Rent Adjustment Program

## Statement of Appearance

Date of Hearing: \_\_\_\_\_

Petition Case Number and Name: \_\_\_\_\_

I am appearing at the Rent Adjustment Hearing of the above-referenced petition before the City of Oakland Rent Adjustment Program Rent Adjustment Program on the above-captioned date. I hereby swear or affirm that any testimony that I give in the hearing in the above-entitled matter shall be the whole truth, under penalty of perjury, pursuant to the laws of the State of California.

\*Tenant, Landlord, Landlord Agent, Tenant Witness, Landlord Witness, Attorney, Non Attorney Representative, Other

| NAME (SIGNATURE) | PRINT NAME | CAPACITY* |
|------------------|------------|-----------|
|                  |            |           |
|                  |            |           |
|                  |            |           |
|                  |            |           |
|                  |            |           |
|                  |            |           |
|                  |            |           |
|                  |            |           |
|                  |            |           |
|                  |            |           |



## RENT ADJUSTMENT PROGRAM LIST OF HEARING EXHIBITS

Case Number / File Name:

[illegible]

# EXHIBIT 6

## EX-PARTE COMMUNICATIONS BY HEARING OFFICER

In order to preserve the due process rights of the parties, avoid misunderstandings, and facilitate the flow of business and based on prior experience with the parties the following rules have proven to be necessary.

1. Other than scheduling matters there shall be no verbal communications regarding the case between Hearing Officers and the parties in a case pending before the Hearing Officer outside of the Hearing record.
2. All written communications regarding a pending case addressed to the Hearing Officer shall be treated as motions (requests for an order) and shall be placed in the case file. The Hearing Officer shall make a timely written response either granting or denying the request after assuring that the opposing party is notified and has an opportunity to respond before ruling on the motion.
3. All phone calls to a Hearing Officer from a party or anyone associated with a party in a pending case shall be routed to the analyst assigned to the case for screening. In his or her absence, the call shall be routed to the analyst of the day and in both their absences, the call shall be routed to the Program Manager.
4. All requests by a party or person associated with a party in a pending case to meet with a Hearing Officer shall be referred to the analyst assigned to the case for screening. In his or her absence, the call shall be routed to the analyst of the day and in both their absences, the call shall be routed to the Program Manager.

# EXHIBIT 7

## POLICY ON SETTLEMENTS

### PURPOSES OF MEDIATION

The purposes of the mediation provisions of the Rent Adjustment Ordinance are "to foster better relations between rental property owners and tenants and to reduce the cost and adversarial nature of rent adjustment proceedings" (OMC §8.22.010.D) by mediating disputes arising from proposed current rent increases (OMC §8.22.100) and rent disputes where eviction is threatened regarding covered units prior to the filing of an unlawful detainer (OMC §8.22.140). However, not every dispute may be resolved by settlement, nor can we responsibly facilitate nor approve every settlement.

### PROCEDURE

In order to discourage forum shopping by parties who seek to settle or dismiss cases after hearing evidence at a hearing. Hearing Officers may not mediate settlements once evidence is received at a hearing. Once evidence is received a decision must be written and issued to the parties.

### PROBLEMS

Problems have arisen regarding settlement that generally fall into three different categories: problems with parties claiming that written settlement agreements prepared by hearing officers do not accurately reflect the agreement; problems regarding settlements violating one or another provision of substantive law; or, problems with settlement agreements that, contrary to the expectation of the parties, cannot be enforced by the Rent Adjustment Program.

### INTENT OF THE PARTIES MEMORIALIZED BY AGREEMENT

It is the responsibility of the mediator to fully disclose the applicable law to the parties, including application of the law to the facts and the reasonably foreseeable consequences of the agreement before the agreement is executed. Similarly, it is the responsibility of the mediator to discuss all of the provisions in the written agreement, including "boilerplate", with the parties.

Careful drafting of the settlement agreement has proven to be essential to lasting resolution of the dispute between the parties.

#### VIOLATION OF LAW

In general a settlement may be on any terms the parties deem appropriate, but may not be contrary to local, state or federal law. The Rent Adjustment Ordinance specifically prohibits agreements that waive or modify rights under the Ordinance.

"Any provision, whether oral or written, in or pertaining to a rental agreement whereby any provision of this Chapter is waived or modified, is against public policy and void."

OMC§8.22.180.

As applied to mediated settlement agreements, Parties do not have the power to settle:

1. a claim for permanent exemption; Regulation 8.22.100.B.8;
2. a claim for temporary exemption where the facts material to determination of the claim of exemption are not in dispute, or a claim for temporary exemption where the facts are not in dispute that violates the exemption provisions of the Rent Adjustment Ordinance;

Specifically, if mediation has begun and the Mediator discovers colorable grounds for a claim for exemption, the parties may reach an agreement, but the mediation agreement must acknowledge the existence of a

potential temporary exemption claim and agree to rent ceilings despite the potential claim;

3. on rents outside of the realm of possibility determined by application of the Rent Adjustment calculations to the extremes of the facts in dispute.

Nonetheless, the agreement may contain promises on subject matter outside the jurisdiction of the Rent Board, such as liquidated damages or collateral issues that do not include housing services. However, as discussed in the next section, the Rent Adjustment Program has no jurisdiction to enforce such collateral orders. The parties must understand that the agreement must be enforced in Court.

#### UNENFORCEABLE AGREEMENTS

The Rent Adjustment Program is administrative tribunal of **limited jurisdiction** and has no power beyond that expressly granted by the Rent Adjustment Ordinance and other applicable laws or those fairly implied from the powers granted by Ordinance. Rich Vision Centers, Inc. v. Board of Medial Examiners (1983) 144 Cal.App.3d 110, 114 and cases cited therein.

The Rent Adjustment Program may only enforce compliance with the Rent Adjustment Ordinance by setting rents, including ordering increases and reduction, or by invoking the administrative citation process. Settlement Agreements must be capable of enforcement or they are a disservice to the parties, especially parties that are unrepresented and do not have the economic or other capacity to enforce the agreement in Court. Beware that the mediation process and a settlement agreement not be used as part of an attempt to avoid compliance with the Ordinance by extending the time for decision and increasing the cost of the process. There have been cases in which both landlords

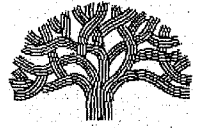
and tenants have used the mediation process to extend their non-compliance. In order to permit compliance:

- The settlement agreement must be reduced to an ORDER resolving the issues in the case;
- Carefully structured agreed enforcement provisions may be included like payment of half of the annual Rent Program Service Fee by a temporary rent increase or other items outside the jurisdiction of the Rent Adjustment Ordinance hearing process. However, the parties may mediate such agreements not included in the Order, with the written understanding that they will not be enforced by the Rent Adjustment Program;
- The Settlement Agreement should always fix the proper current rent on a date certain including all claims affecting the rent brought or that could have been brought by the parties;
- Settlement agreements are public record unless parties make them private.  
(Regulation 8.22.100.C.7.) Settlement agreements mediated or approved by the Rent Adjustment Staff are public documents;
- Agreement should state clearly that the parties intend the agreement to be binding and enforceable in Court. Otherwise the agreement may be inadmissible and, so, hinder later enforcement. Fair v. Bakhtiari (2006) 40 Cal.4th 189, 147 P.3d 653;
- In all cases, Settlement Agreements should be self-enforcing or provide for performance concurrent with execution of the agreement, usually by contemporaneous payment of restitution and an Order setting the current rent included at the foot of the agreement;



- Promises to do an act in the future are extremely difficult for the Rent Program to secure enforcement. They should not be included in mediated Settlement Agreements unless they are self-executing, such as an agreed rental value for failure to perform on a date in the future.

# CITY OF OAKLAND



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

Housing and Community Development Deptment  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-3691  
TDD (510) 238-3254

## SAMPLE SETTLEMENT AGREEMENT AND DISMISSAL

**CASE NUMBER AND NAME:**

**PROPERTY ADDRESS:**

**APPEARANCES:**

**Tenant**  
**Tenant**  
**Owner Representative**

### I. INTRODUCTION

The following Agreement is intended to compromise and end the dispute to resolve the issues presented in the Petitions and Responses in the cases described above.

Tenants \_\_\_\_\_ and owner \_\_\_\_\_ ("the Parties") elected to participate in the voluntary Rent Adjustment mediation program. The mediation was conducted on \_\_\_\_\_; 20124 by \_\_\_\_\_ Mediator, in the offices of the Rent Adjustment Program.

In consideration of the mutual promises contained herein, the parties agree as follows:

### II. TERMS AND CONDITIONS

1. The parties agree that Petition No. \_\_\_\_\_, case name \_\_\_\_\_ will be dismissed with prejudice.
2. The parties intend this Agreement to be binding and enforceable in a court of law.
3. The parties understand that this Agreement is a compromise and does not constitute a finding or admission of any violation of law.

4. The tenants agree to pay \$\_\_\_\_\_ monthly for a capital improvement increase. The current rent for the subject unit shall be \_\_\_\_\_, effective \_\_\_\_\_, 2014.
5. The parties acknowledge that, by operation of law, the capital improvement increase shall expire on \_\_\_\_\_ 2019.
6. The parties acknowledge that there is a covenant of good faith and fair dealing included in this agreement and further acknowledge their obligation to fulfill the terms of this agreement in good faith and to deal fairly with each other in doing so.
7. The Rent Adjustment Program shall have continuing jurisdiction over any dispute that arises concerning this Agreement. The parties agree to submit disputes arising out of this Agreement to arbitration before a Rent Adjustment Program Hearing Officer.

### **III. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties and takes the place of any and all prior agreements, either oral or in writing. This agreement is considered a contract by the parties.

### **IV. GOVERNING LAW**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be governed by, and interpreted in accordance with, the laws of the State of California.

### **V. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY**

If any provision of this Agreement is held in whole or in part to be invalid, void, contrary to public policy or any law, or unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and shall remain in full force and effect.

### **VI. ATTORNEYS' FEES AND COSTS**

The parties acknowledge and agree that each of them will bear their own costs, expenses and attorneys' fees arising out of or connected with each party's Petition or Response.

The parties hereby represent that they are authorized to enter into this agreement. The parties further acknowledge that they have signed the agreement

of their own free will and not under duress from any participant in the mediation process including the mediator.

The foregoing is agreed to and executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, Oakland, California, by:

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Owner  
Representative

**ORDER OF DISMISSAL**

Pursuant to the withdrawal of the petition in the mediation agreement above, Petitions Number \_\_\_\_\_ is hereby dismissed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name  
Hearing Officer  
Rent Adjustment Program



P.O. BOX 70243, OAKLAND, CA 94612-2043

Department of Housing and Community Development  
Rent Adjustment Program

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

### MEDIATION AGREEMENT AND DECISION

CASE NUMBER:

[REDACTED]

PROPERTY ADDRESS:

[REDACTED]

Oakland, CA

PARTIES OR AUTHORIZED  
REPRESENTATIVES:

[REDACTED]

Tenant

[REDACTED]

Tenant

[REDACTED]

Attorney for Tenants

[REDACTED]

Owner

[REDACTED]

Witness for Owner

[REDACTED]

Interpreter

### I. INTRODUCTION

The following Agreement is intended to compromise and end the dispute and to resolve the issues presented in the above-described case. The mediation was conducted on August 28, 2014 by a Rent Adjustment Program Hearing Officer in the offices of the Rent Adjustment Program.

The undersigned represent that they are authorized to enter into this Agreement on behalf of all of the petitioners and all of the respondents in this case.

In consideration of the mutual promises contained herein, the parties agree as follows:

### II. TERMS AND CONDITIONS

1. This Agreement includes and settles the owner's right to increase the rent for any reason including, but not limited to, any and all existing justifications for a rent increase, and the tenants' right to decrease the rent for any reason, including any and all existing justifications for a rent decrease, whether known or unknown, on the day this Agreement is signed. Justifications for a rent increase include all accrued Banking.
2. This Agreement settles all of the claims raised in the petition and in the response, if any, except for any claims regarding exemptions. Claims of exemption from the Rent Adjustment Ordinance may not be decided by agreement of the parties.

3. The parties intend this Agreement to be binding and enforceable in a court of law. Therefore, the parties agree that this Agreement is specifically exempt from all provisions of Evidence Code Section 1119, which would prohibit the introduction of this Agreement into evidence for the purpose of enforcing it in either a court of law or a Rent Adjustment Program proceeding.
4. The parties agree and understand that this Agreement does not constitute a finding of fact or admission of any violation of law.
5. The parties agree that the current rent for the subject unit shall be \$1,100 per month, effective July 1, 2013. Rent is due the first day of each month. The rent must be mailed to the owner's home address of [REDACTED]. A \$35 late fee will be applied to rent that is received after the first day of each month.
6. The owner will send a check to [REDACTED] in the sum of \$1,700.00. Said check will be mailed to [REDACTED] Attorney for the tenants, at the office of [REDACTED] within 2 weeks from the date of this mediation agreement.
7. The owner will continue to employ a licensed pest control agency to perform monthly pest control treatments in the tenants' unit within two weeks of the date of this mediation agreement. The tenants will communicate to the owner when the cockroach problem has resolved. At that point the owner can end the monthly pest control treatments.
8. If repairs need to be made to the unit the tenants will notify the owner in writing in English.
9. The tenants are to remove the washer/dryer from the unit within 60 days of the date of this agreement.
10. This Agreement sets the current rent for the subject unit, pursuant to the Rent Adjustment Ordinance. The parties acknowledge that, the rent will not be increased before July 1, 2015.
11. This Agreement includes a covenant of good faith and fair dealing, and the parties acknowledge their obligation to fulfill the terms of this Agreement in good faith and to deal fairly with each other in doing so.

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12. This Agreement is adopted as the final Decision of the Rent Adjustment Program.
13. The parties waive any right to appeal to the City of Oakland Rent Board and to seek judicial review pursuant to Code of Civil Procedure Section 1094.6.
14. The parties acknowledge that if either party violates this Agreement he or she may be subject to a fine or other sanction pursuant to Rent Adjustment Regulation Section 8.22.170, in addition to other legal remedies which may be available.

### **III. ENTIRE AGREEMENT**

15. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

### **IV. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY**

16. If any provision of this Agreement is held in whole or in part to be invalid or unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and shall remain in full force and effect.

### **ATTORNEY FEES AND COSTS**

17. The parties acknowledge and agree that they will bear their own costs, expenses and attorney fees arising out of, or connected with, each party's petition or response.

The undersigned represent that they are authorized to enter into this Agreement on behalf of all of the petitioners and all of the respondents, respectively. The parties further

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acknowledge that they have signed this Agreement of their own free will and not under duress from any participant in the mediation process.

This Agreement is signed on August 28, 2014 at Oakland, California by

\_\_\_\_\_  
[REDACTED] Owner

\_\_\_\_\_  
[REDACTED] Tenant

\_\_\_\_\_  
[REDACTED] Interpreter

\_\_\_\_\_  
[REDACTED] Tenant

\_\_\_\_\_  
[REDACTED] Attorney for Tenants

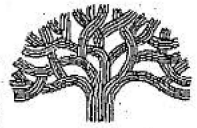
**ORDER**

This Agreement is adopted as the Decision in the above-captioned case.

Dated: August 28, 2014

\_\_\_\_\_  
STEPHEN KASDIN  
Hearing Officer  
Rent Adjustment Program





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

Community and Housing Development Department  
Rent Adjustment Program

(510) 238-3721  
FAX (510) 238-3691  
TDD (510) 238-3254

### SETTLEMENT AGREEMENT AND DISMISSAL

CASE NUMBER: [REDACTED]

PROPERTY ADDRESS: [REDACTED] Oakland, CA

PARTIES: [REDACTED] Tenant

[REDACTED] Owner

[REDACTED] Owner

### I. INTRODUCTION

The following Settlement Agreement ("Agreement") refers to the Tenant Petition [REDACTED]. This Agreement is intended to compromise and end the dispute to resolve the issues presented in this case.

The tenant and the owner (collectively "the Parties") elected to participate in the voluntary Rent Adjustment Mediation Program to resolve the issues presented in the Petition and Response. The Mediation was conducted on February 19, 2014, by Linda M. Moroz, mediator in the offices of the Rent Adjustment Program and resulted in the Agreement set forth below.

In consideration of the mutual promises contained herein, the parties agree as follows:

### II. TERMS AND CONDITIONS

It is the desire of the parties to this agreement to resolve the rent dispute concerning the property located at [REDACTED] Oakland, CA. In order to accomplish this resolution:

1. The tenant agrees to withdraw with prejudice Petition number [REDACTED] which is currently pending with the Rent Adjustment Program.
2. The parties intend this Agreement to be binding and enforceable in a court of law.
3. The parties agree to perform as follows:

a. Within 10 days of this agreement, the owner will inspect the following: vent above the kitchen stove; area under the kitchen sink for moisture; stain on the wall by the bed; wood (chipped) in the bedroom closet; and two bedroom windows for moisture.

b. The owner will complete any necessary repairs within 30 days after the inspection date.

c. The tenant agree not to throw any items, including baby wipes, feminine products, toilet paper, lard, oil into the toilet and sink.

4. The monthly rent for the subject unit is currently \$800.00. The owner may increase the monthly rent by \$50.40 based on banking as of June 1, 2014, in accordance with the notice requirements of Section 827 of the California Civil Code.

a. The parties also agree to renew the lease agreement as of June 1, 2014, and the tenant agrees to pay the remainder of the deposit of \$200.00 at this time.

5. The anniversary date for any future rent increases will be June 1.

6. The parties acknowledge that there is a covenant of good faith and fair dealing included in this agreement and further acknowledge their obligation to fulfill the terms of this agreement in good faith and to deal fairly with each other in doing so.

7. The parties understand that this Agreement is a compromise and does not constitute an admission of any violation of any law, including O.M.C. Title 8 Chapter 8.22 or Rent Adjustment Program Regulations.

8. The parties acknowledge that if either party violates this Agreement they may be subject to a fine or other sanction pursuant to the Rent Board Regulation 8.22.170.A.2g, in addition to whatever remedies may be available at law or in equity.

9. The Rent Adjustment Program shall have continuing jurisdiction over any dispute that arises concerning this Agreement. The parties agree to submit disputes arising out of this Agreement to arbitration before a Rent Adjustment Program Hearing Officer.

### **III. ENTIRE AGREEMENT**

10. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this petition, and supersedes all prior negotiations, agreements and understandings with respect thereto.

#### IV. GOVERNING LAW

11. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be governed by, and interpreted in accordance with, the laws of the State of California.

#### V. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

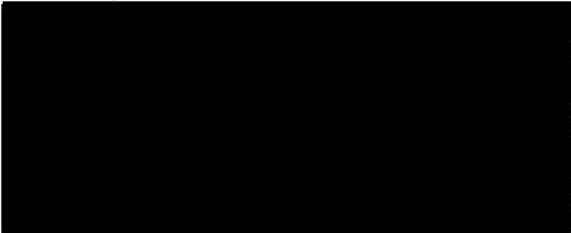
12. If any provision of this Agreement is held in whole or in part to be invalid, void, contrary to public policy or any law, or unenforceable for any reason, the remainder of that provision will be severable and the remainder of the Agreement shall remain in full force and effect.

#### VI. ATTORNEYS' FEES AND COSTS

13. The parties acknowledge and agree that each of them will bear their own costs, expenses and attorneys' fees arising out of or connected with each party's Petition or Response.

14. The parties hereby represent that they are authorized to enter into this agreement. The parties further acknowledge that they have signed the agreement of their own free will and not under duress from any participant in the mediation process including the mediator.

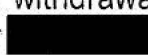
The foregoing is agreed to and executed on the 19th day of February, 2014, in Oakland, California.

 (Tenant)

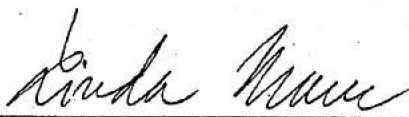
(Owner)

(Owner)

#### ORDER OF DISMISSAL

Pursuant to the withdrawal of the petition in the mediation agreement above, Petition Number  is hereby dismissed with prejudice.

Dated: February 19, 2014

  
\_\_\_\_\_  
LINDA M. MOROZ, ESQ.  
Hearing Officer  
Rent Adjustment Program

# EXHIBIT 8

**P.O. Box 70243  
Oakland, CA 94612  
(510) 238-3721**

|                                                                          |  |                                              |                          |  |                                         |
|--------------------------------------------------------------------------|--|----------------------------------------------|--------------------------|--|-----------------------------------------|
| Initial move-in date                                                     |  | <b>MUST FILL IN D9,<br/>D10, D11 and D14</b> | Case No.:                |  | <b>CHANGE<br/>YELLOW<br/>CELLS ONLY</b> |
| Effective date of increase                                               |  |                                              | Unit:                    |  |                                         |
| Rent charged before increase                                             |  |                                              |                          |  |                                         |
| Prior cap. imp. pass-through                                             |  |                                              |                          |  |                                         |
| Date calculation begins                                                  |  |                                              |                          |  |                                         |
| Base rent when calc. begins                                              |  |                                              |                          |  |                                         |
| If the planned increase includes other than banking put an X in the box→ |  |                                              | <input type="checkbox"/> |  |                                         |

| Year Ending | Debt Serv. or Fair Return Increase | Housing Serv. Costs Increase | Base Rent Reduction | Annual % | CPI Increase | Rent Ceiling |
|-------------|------------------------------------|------------------------------|---------------------|----------|--------------|--------------|
|             |                                    |                              |                     |          |              |              |
|             |                                    |                              |                     | #N/A     |              |              |
|             |                                    |                              |                     | #N/A     |              |              |
|             |                                    |                              |                     | #N/A     |              |              |
|             |                                    |                              |                     | #N/A     |              |              |
|             |                                    |                              |                     | #N/A     |              |              |
|             |                                    |                              |                     | #N/A     |              |              |
|             |                                    |                              |                     | #N/A     |              |              |
|             |                                    |                              |                     | #N/A     |              |              |
|             |                                    |                              |                     | #N/A     |              |              |
|             |                                    |                              |                     | #N/A     |              |              |
| 1/0/1900    |                                    |                              |                     | -        | -            | \$0          |

|                                           |                  |
|-------------------------------------------|------------------|
| Prior base rent                           | D9 needs a value |
| Banking limit this year (3 x current CPI) | #N/A             |
| Banking available this year               | \$ -             |
| Banking this year + base rent             | \$ -             |
| Prior capital improvements recovery.      | \$ -             |
| Rent ceiling w/o other increases          | \$ -             |

1. **You cannot bank rent increases for more than 10 years.**
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.

**000439**

# **NEW:** **Changes to Rent Adjustment Program Ordinance & Regulations**

The following is a brief summary of the recent amendments to the Rent Adjustment Ordinance and the Rent Adjustment Program Regulations, and is not intended to be a complete description or a substitute for the laws themselves. For authoritative materials, please consult the text of the Ordinance and the Regulations, available at the Rent Adjustment Program website: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>

## **Changes Regarding Rent Increases Greater than the Annual CPI Amount:**

**Effective April 1, 2014:**

- Debt service as a justification for a new rent increase is eliminated.

**Effective August 1, 2014:**

- Maximum of 10% annual limit on all rent increases, unless CPI is above 10%.
- Maximum of 30% on rent increases within a 5-year period. Rent increases above 30% within a 5-year period allowed if only CPI increases were given during the 5-year period.
- Enhanced noticing requirements for all capital improvements.
- Maximum 70% of capital improvements costs can be passed through to tenants.
- The new capital improvement procedures apply to all capital improvements, whether a single unit or an entire building.
- Owners face administrative penalties and interest for any overcharge in rent after allowable capital improvement rent increases expire.

## **Enhanced Noticing Requirements for All Capital Improvements:**

- After work is completed and paid for, the Owner must prepare and submit to tenant(s):
  1. Notice of rent increase
  2. Rent Adjustment Program (RAP) Notice to Tenants
  3. Summary of capital improvements:
    - With costs listed by category
    - Date improvements were completed and paid for
    - Start and end date of rent increase
- This set of 3 documents must be filed with the Rent Adjustment Program (RAP) within 10 days of service on each tenant affected by the capital improvement.
- Failure of Owner to provide the required set of documents invalidates the proposed capital improvement rent increase.
- Owners may still file a petition with RAP for a capital improvement increase in lieu of the enhanced notice requirements.

## **Grandparent Clause:**

- The new Ordinance will not apply to capital improvements on which permits have been taken out (unless no permits are required for any of the work) and substantial work performed and substantial monies paid or liabilities incurred (other than permit fees) prior to the implementation date of the Ordinance (August 1, 2014), and the Owner reasonably, diligently pursues completion of the work. For any rent increase based on capital improvements which were commenced prior to the implementation date, but which are noticed on or after the implementation date of this Ordinance, the new (enhanced) noticing requirements under this Ordinance are required.

## ENHANCED NOTICE TO TENANTS FOR CAPITAL IMPROVEMENTS\*

*This enhanced notice must be served with a notice of rent increase and RAP Notice and filed with the Rent Adjustment Program within 10 days of service of these notices on the tenant.*

Date: \_\_\_\_\_

To Tenant(s): \_\_\_\_\_

Property Address: \_\_\_\_\_ Unit Number \_\_\_\_\_

Current Rent: \$ \_\_\_\_\_ # of Units \_\_\_\_\_

Date of Rent Increase: \_\_\_\_\_

### Step 1: Enter the building-wide capital improvements (See instructions for examples)

| Building-wide Capital Improvements<br>CATEGORY(Attach separate sheet if<br>needed) | TOTAL<br>COSTS | DATE<br>COMPLETED | DATE PAID<br>FOR |
|------------------------------------------------------------------------------------|----------------|-------------------|------------------|
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
| <b>SUBTOTAL:</b>                                                                   |                |                   |                  |

### Step 2: Multiply Subtotal in Step 1 by 70% (Increase Limited to 70%)

$$\begin{array}{c} \$ \text{_____} \\ \text{Subtotal} \end{array} \times 70\% = \begin{array}{c} \text{_____} \\ \text{Step 2} \end{array}$$

### Step 3: Divide results of Step 2 by the number of units affected

$$\begin{array}{c} \$ \text{_____} \\ \text{Step 2} \end{array} \div \begin{array}{c} \text{_____} \\ \text{\# of units} \end{array} = \$ \begin{array}{c} \text{_____} \\ \text{Step 3} \end{array}$$

8b

**Step 4: Enter capital improvements for specific unit**

| Unit-Specific Capital Improvement<br>CATEGORY (Attach separate sheet if<br>needed) | TOTAL<br>COSTS | DATE<br>COMPLETED | DATE<br>PAID FOR |
|------------------------------------------------------------------------------------|----------------|-------------------|------------------|
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
| <b>SUBTOTAL:</b>                                                                   |                |                   |                  |

Step 5: Multiply Subtotal in Step 4 by 70% (Increase Limited to 70%)

$$\begin{array}{c} \$ \underline{\hspace{2cm}} \\ \text{Subtotal} \end{array} \times 70\% = \underline{\hspace{2cm}} \quad \text{Step 5}$$

Step 6: Add:

6a: TOTAL for building wide capital improvement for this unit (Step 3)

\$                     

6b: TOTAL for unit specific capital improvement (Step 5)

\$                     

6c: Total allowable cost for unit (pre-amortization)

\$                       
(6c)

**Step 7: INSTRUCTIONS TO CALCULATE THE AMORTIZATION PERIOD**

To calculate the amortization period (length of time for the pass-through), first calculate 10% of the current monthly rent.

Step 7a: (10% limit) Current Rent \$                      x 10% = \$                       
(7a)

Step 7b: (# of months)

Divide the total allowable pass-through (6c) by 7a \$                      ÷ \$                      =                       
(6c) (7a) (7b)

Step 7c: (60 months?) If the number determined in 7b is less than or equal to 60, the amortization period is 60 months or 5 years.

Step 7d: (Length of time?) If the number determined in 7b is greater than 60, divide 7b by 12.

$$\frac{\text{(7b)}}{\div 12} = \text{(7d)}$$

Step 7e: (# of years) If 7d is not a whole number, round up to the next highest number.                       
(7e)

7e= the # of years you are allowed to pass through the rent increase.

Step 7f: (Allowable # of months) The allowable # of months is 7e x 12                     . The rent increase ends on the last month.



**Step 8: INSTRUCTIONS TO CALCULATE THE RENT INCREASE**

**Step 8a:** If the number determined in 7b is less than or equal to 60, divide the total pass-through per unit (6c) by 60.

$$\begin{array}{c} \$ \underline{\hspace{2cm}} \\ 6c \end{array} \div \underline{60} = \$ \underline{\hspace{2cm}} \\ \text{ALLOWABLE RENT INCREASE}$$

**Step 8b:** If the number determined in 7b is greater than 60, divide the total pass-through per unit (6c) by the number of allowable months (7f)

$$\begin{array}{c} \$ \underline{\hspace{2cm}} \\ 6c \end{array} \div \begin{array}{c} \underline{7f} \\ 7f \end{array} = \$ \underline{\hspace{2cm}} \\ \text{ALLOWABLE RENT INCREASE}$$

**Step 9: PROVIDE NOTICE OF THE NEW RENT AND AMORTIZATION PERIOD**

Rent Increase Amount: \$ \_\_\_\_\_

Rent Increase% \_\_\_\_\_ (cannot exceed 10%) (To determine the % divide the rent increase amount by the current rent, then multiply the remaining number by 100)

$$\begin{array}{c} \$ \underline{\hspace{2cm}} \\ \text{Rent increase} \end{array} \div \begin{array}{c} \$ \underline{\hspace{2cm}} \\ \text{Current Rent} \end{array} \times 100 = \underline{\hspace{2cm}} \\ \text{\% increase}$$

New Rent: \$ \_\_\_\_\_ (old rent plus rent increase)

Amortization Period \_\_\_\_\_ (In years, minimum of 5)

Date Rent Increase Begins: \_\_\_\_\_ Date Rent Increase Ends: \_\_\_\_\_

\*An Owner may still file an *Owner Petition* for capital improvement increase instead of the enhanced notice requirements.

Use of this form is optional; an owner may provide his or her own form that meets the requirements of the RAP Ordinance and Regulations.

**There is an excel spreadsheet available on the RAP website which will calculate the amortization period for you.**

<http://www2.oaklandnet.com/Government/o/hcd/s/LandlordResources/index.htm>

By: \_\_\_\_\_

Owner's Signature

\_\_\_\_\_  
Print Name

## ENHANCED NOTICE TO TENANTS FOR CAPITAL IMPROVEMENTS\*

(For capital improvements that began before 8/1/14 which are eligible for the grandparent clause found in Oakland City Council Resolution 84936)

***This enhanced notice must be served with a notice of rent increase and RAP Notice and filed with the Rent Adjustment Program within 10 days of service of these notices on the tenant.***

Date: \_\_\_\_\_

To Tenant(s): \_\_\_\_\_

Property Address: \_\_\_\_\_ Unit Number \_\_\_\_\_

Current Rent: \$ \_\_\_\_\_ # of Units \_\_\_\_\_

Date of Rent Increase: \_\_\_\_\_

### Step 1: Enter the building-wide capital improvements (See instructions for examples)

| Building-wide Capital Improvements<br>CATEGORY(Attach separate sheet if<br>needed) | TOTAL<br>COSTS | DATE<br>COMPLETED | DATE PAID<br>FOR |
|------------------------------------------------------------------------------------|----------------|-------------------|------------------|
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
| SUBTOTAL: (Step 1)                                                                 |                |                   |                  |

### Step 2: Divide results of Step 1 by the number of units affected

$$\begin{array}{ccccc} \$ & & \div & = & \$ \\ \text{Step 1} & & \text{\# of units} & & \text{Step 2} \end{array}$$

**Step 3: Enter capital improvements for specific unit**

| Unit-Specific Capital Improvement<br>CATEGORY (Attach separate sheet if<br>needed) | TOTAL<br>COSTS | DATE<br>COMPLETED | DATE<br>PAID FOR |
|------------------------------------------------------------------------------------|----------------|-------------------|------------------|
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
|                                                                                    |                |                   |                  |
| <b>SUBTOTAL:</b> (Step 3)                                                          |                |                   |                  |

Step 4: Add:

4a: TOTAL for building wide capital improvement for this unit (Step 2)

\$ \_\_\_\_\_

4b: TOTAL for unit specific capital improvement (Step 3)

\$ \_\_\_\_\_

4c: Total allowable cost for unit (pre-amortization)

\$ \_\_\_\_\_

(4c)

**Step 5:**

To calculate the allowable monthly pass-through, divide the total allowable pass-through (4c) by 60

$$\frac{\$ \text{ (4c)}}{60} = \text{ALLOWABLE RENT INCREASE}$$

**Step 6: PROVIDE NOTICE OF THE NEW RENT AND AMORTIZATION PERIOD**

Rent Increase Amount: \$ \_\_\_\_\_

New Rent: \$ \_\_\_\_\_ (old rent plus rent increase)

% Increase: \_\_\_\_\_ (Divide the Rent Increase Amount by the Current Rent)

Amortization Period: 60 months (5 years)

Date Rent Increase Begins: \_\_\_\_\_ Date Rent Increase Ends: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

\*An Owner may still file an *Owner Petition* for capital improvement increase instead of the enhanced notice requirements.

Use of this form is optional; an owner may provide his or her own form that meets the requirements of the RAP Ordinance and Regulations.

**There is an excel spreadsheet available on the RAP website which will calculate the amortization period for you.**

<http://www2.oaklandnet.com/Government/o/hcd/s/LandlordResources/index.htm>

## VALUE OF LOST SERVICES

[illegible]

## OVERPAID RENT

| From | To | Monthly Rent paid | Max Monthly Rent | Difference per month            | No. Months | Sub-total |
|------|----|-------------------|------------------|---------------------------------|------------|-----------|
|      |    |                   |                  | \$ -                            |            | -         |
|      |    |                   |                  | \$ -                            |            | -         |
|      |    |                   |                  | \$ -                            |            | -         |
|      |    |                   |                  | \$ -                            |            | -         |
|      |    |                   |                  | <b>TOTAL OVERPAID RENT \$ -</b> |            |           |

## RESTITUTION

|                                  |                           |         |
|----------------------------------|---------------------------|---------|
| MONTHLY RENT                     |                           |         |
| TOTAL TO BE REPAYED TO TENANT    | \$                        | -       |
| TOTAL AS PERCENT OF MONTHLY RENT |                           | #DIV/0! |
| AMORTIZED OVER                   | #DIV/0! MO. BY REG. IS    | #DIV/0! |
| OR OVER                          | MONTHS BY HRG. OFFICER IS |         |

800447

# CALCULATION OF IHC RENT INCREASE

(Increased Housing Costs, p.2)

## Calculation of Increase as a Percentage

RBR, Apdx A, §10.1.1

|    |                                |                                       |         |
|----|--------------------------------|---------------------------------------|---------|
| 1  | (Income and Expenses, line 29) | Annual expenses increased by          | \$0.00  |
| 2  | (line 1 divided by 12)         | Average monthly increased expenses    | \$0.00  |
| 3  | (total of old rents below)     | Monthly gross operating income        | \$0.00  |
| 3a |                                | Gross rent verification:              | OK      |
| 4  | (line 2 divided by line 3)     | Percent increase                      | #DIV/0! |
|    |                                | Is Percent increase greater than CPI? | #DIV/0! |

## CPI Rate beginning:

|            |      |
|------------|------|
| 1-Jun-2003 | 3.6% |
| 1-Jun-2004 | 0.7% |
| 1-Jun-2005 | 1.9% |
| 1-Jun-2006 | 3.3% |
| 1-Jul-2007 | 3.3% |
| 1-Jul-2008 | 3.2% |
| 1-Jul-2009 | 0.7% |
| 1-Jul-2010 | 2.7% |
| 1-Jul-2011 | 2.0% |
| 1-Jul-2012 | 3.0% |
| 1-Jul-2013 | 2.1% |
| 1-Jul-2014 | 1.9% |
| 1-Jul-2015 | 1.7% |
| 1-Jul-2016 | 2.0% |

| Unit | Rent from year 2 (monthly) | Allocation of Increase: CPI or IHC? | New Rent |
|------|----------------------------|-------------------------------------|----------|
|      |                            | \$ Increase                         |          |
| 1    |                            |                                     |          |
| 2    |                            |                                     |          |
| 3    |                            |                                     |          |
| 4    |                            |                                     |          |

Monthly  
Annual

\$0.00  
\$0.00

\$0.00

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**INCREASED HOUSING SERVICE COSTS, p.1 Income and Expenses.**

Effective Date of Increase:

|   |                    | INCOME                 |        |        |
|---|--------------------|------------------------|--------|--------|
|   |                    | Notes                  | #N/A   | #N/A   |
| 1 | Rents              |                        |        |        |
| 2 | Laundry            |                        |        |        |
| 3 | Parking            |                        |        |        |
| 4 | Other, specify:    |                        |        |        |
| 5 | Other, specify:    |                        |        |        |
| 6 | Other, specify:    |                        |        |        |
| 7 | Other, specify:    |                        |        |        |
| 8 | (sum of lines 2-8) | Gross Operating Income | \$0.00 | \$0.00 |

|    |                      | EXPENSES                 |        |        |
|----|----------------------|--------------------------|--------|--------|
|    |                      | Notes                    | #N/A   | #N/A   |
| 9  | Business License Tax |                          |        |        |
| 10 | Electricity/Gas      |                          |        |        |
| 11 | Furnishings          |                          |        |        |
| 12 | Insurance            |                          |        |        |
| 13 | Laundry              |                          |        |        |
| 14 | Parking expense      |                          |        |        |
| 15 | Refuse removal       |                          |        |        |
| 16 | Replacement          |                          |        |        |
| 17 | Security             |                          |        |        |
| 18 | Taxes                |                          |        |        |
| 19 | Water/Sewer          |                          |        |        |
| 20 | Other: (specify)     |                          |        |        |
| 21 | (sum of lines 9-20)  | Gross Operating Expenses | \$0.00 | \$0.00 |

AND EITHER:

|    |                                      | #N/A   | #N/A   |
|----|--------------------------------------|--------|--------|
| 22 | Maintenance/Repairs                  |        |        |
| 23 | Management expenses/accounting/legal |        |        |
| 24 | SUBTOTAL                             | \$0.00 | \$0.00 |

OR:

|    |                        |      |        |
|----|------------------------|------|--------|
| 25 | 8% of gross op. income | \$ - | \$0.00 |
|----|------------------------|------|--------|

|                                          |  |        |        |
|------------------------------------------|--|--------|--------|
| The greater of either line 24 or line 25 |  | \$0.00 | \$0.00 |
|------------------------------------------|--|--------|--------|

|    |                         |                                  |        |        |
|----|-------------------------|----------------------------------|--------|--------|
| 26 | Other expense, specify: |                                  |        |        |
| 27 | Other expense, specify: |                                  |        |        |
| 28 |                         | Total Operating Expenses         | \$0.00 | \$0.00 |
| 29 |                         | Difference in expenses (YR2-YR1) |        | \$0.00 |

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**City of Oakland**  
**Bureau of Building**  
**Construction Valuation<sup>1</sup>**  
**For Building Permits<sup>4</sup>**  
**Effective January 1, 2017**

Planning and Building Department  
 Dalziel Administration Building  
 250 Frank Ogawa Plaza - 2nd Floor  
 Oakland, CA 94612  
 510-238-3891

|                           |                                        | Construction | Level Ground |          | Hillside Construction <sup>2</sup> |          | Marshall & Swift December 2016   |
|---------------------------|----------------------------------------|--------------|--------------|----------|------------------------------------|----------|----------------------------------|
| Occ.                      | Description <sup>3</sup>               | Type         | New          | Remodel  | New                                | Remodel  | Section pg (Class/type)          |
| R3                        | Single Family Residence                | V            | \$236.52     | \$122.99 | \$307.48                           | \$159.89 | Section 12 pg 25 (C/e)           |
|                           | Duplex/Townhouse                       | V            | \$196.12     | \$101.98 | \$254.95                           | \$132.58 | Section 12 pg 31 (C/e)           |
|                           | Factory/Manufactured home              | V            | \$73.45      | \$38.19  | \$95.49                            | \$49.65  | Section 63 pg 9 (Exc)            |
|                           | Finished Habitable Basement Conversion | V            | \$125.58     | \$65.30  | \$163.25                           | \$84.89  | Section 12 pg 26 (CDS/g)         |
|                           | Convert non-habitable to habitable     | V            | N/A          | \$125.58 | N/A                                | \$163.25 | Section 12 pg 26 (CDS/g)         |
|                           | Partition Walls (s.f.)                 | V            | N/A          | \$17.23  | N/A                                | \$22.39  | Section 52 pg 1 (6" wall)        |
|                           | Foundation Upgrade (l.f.)              | V            | \$113.10     | NA       | \$147.03                           | NA       | Section 51 pg 2 (R/24x72.)       |
|                           | Patio/Porch Roof                       | V            | \$28.60      | \$14.87  | \$37.18                            | \$19.33  | Section 66 pg 2 (Wood)           |
|                           | Ground Level Decks                     | V            | \$18.53      | \$9.63   | \$24.08                            | \$12.52  | Section 66 pg 2 (100sf/avg)      |
|                           | Elevated Decks & Balconies             | V            | \$34.13      | \$17.75  | \$44.36                            | \$23.07  | Section 66 pg 2 (100sf/+1 story) |
| U1                        | Garage                                 | V            | \$43.73      | \$22.74  | \$56.85                            | \$29.56  | Section 12 pg 35 (C/a600)        |
|                           | Carport                                | V            | \$35.75      | \$18.59  | \$46.48                            | \$24.17  | Section 12 pg 35 (D/a4car)       |
|                           | Retaining wall (s.f.)                  | III          | \$37.05      | NA       | \$48.17                            | NA       | Section 55 pg 3 (12" reinf./h)   |
| R2                        | Apartment (>2 units)                   | I & II       | \$195.00     | \$101.40 | \$253.50                           | \$131.82 | Section 11 pg 18 (B/g)           |
|                           |                                        | III          | \$175.50     | \$91.26  | \$228.15                           | \$118.64 | Section 11 pg 18 (Cmill/g)       |
|                           |                                        | V            | \$148.20     | \$77.06  | \$192.66                           | \$100.18 | Section 11 pg 18 (D/g)           |
| Non-Residential Occupancy |                                        |              |              |          |                                    |          |                                  |
| A                         | Church/Auditorium                      | I & II       | \$310.62     | \$161.52 | \$403.81                           | \$209.98 | Section 16 pg 9 (B/g)            |
|                           |                                        | III          | \$223.28     | \$116.10 | \$290.26                           | \$150.93 | Section 16 pg 9 (B/a)            |
|                           |                                        | V            | \$207.48     | \$107.89 | \$269.72                           | \$140.26 | Section 16 pg 9 (S/g)            |
| A                         | Restaurant                             | I & II       | \$265.33     | \$137.97 | \$344.93                           | \$179.36 | Section 13 pg 14 (A-B/g)         |
|                           |                                        | III          | \$204.36     | \$106.27 | \$265.67                           | \$138.15 | Section 13 pg 14 (C/g)           |
|                           |                                        | V            | \$191.89     | \$99.78  | \$249.46                           | \$129.72 | Section 13 pg 14 (D/g)           |
| B                         | Restaurant <50 occupancy               | V            | \$170.35     | \$88.58  | \$221.46                           | \$115.16 | Section 13 pg 17 (C/a)           |
| B                         | Bank                                   | I & II       | \$265.32     | \$137.96 | \$344.91                           | \$179.35 | Section 15 pg 21 (B/a)           |
|                           |                                        | III          | \$214.05     | \$111.30 | \$278.26                           | \$144.69 | Section 15 pg 21 (C/a)           |
|                           |                                        | V            | \$201.29     | \$104.67 | \$261.68                           | \$136.07 | Section 15 pg 21 (D/a)           |
| B                         | Medical Office                         | I & II       | \$298.29     | \$155.11 | \$387.77                           | \$201.64 | Section 15 pg 22 (A/g)           |
|                           |                                        | III          | \$288.82     | \$150.19 | \$375.47                           | \$195.24 | Section 15 pg 22 (B/g)           |
|                           |                                        | V            | \$235.95     | \$122.69 | \$306.74                           | \$159.50 | Section 15 pg 22 (C/g)           |
| B                         | Office                                 | I & II       | \$196.25     | \$102.05 | \$255.12                           | \$132.66 | Section 15 pg 17 (B/a)           |
|                           |                                        | III          | \$142.04     | \$73.86  | \$184.65                           | \$96.02  | Section 15 pg 17 (C/a)           |
|                           |                                        | V            | \$134.30     | \$69.84  | \$174.59                           | \$90.79  | Section 15 pg 17 (D/a)           |
| E                         | School                                 | I & II       | \$255.80     | \$133.02 | \$332.54                           | \$172.92 | Section 18 pg 14 (A-B/g)         |
|                           |                                        | III          | \$200.51     | \$104.27 | \$260.67                           | \$135.55 | Section 18 pg 14 (C/g)           |
|                           |                                        | V            | \$193.21     | \$100.47 | \$251.17                           | \$130.61 | Section 18 pg 14 (D/g)           |
| H                         | Repair Garage                          | I & II       | \$218.37     | \$113.55 | \$283.89                           | \$147.62 | Section 14 pg 33 (MSG 527C/e)    |
|                           |                                        | III          | \$211.86     | \$110.17 | \$275.42                           | \$143.22 | Section 14 pg 33 (MLG 423C/e)    |
|                           |                                        | V            | \$203.87     | \$106.01 | \$265.03                           | \$137.81 | Section 14 pg 33 (MLG 423D/e)    |
| I                         | Care Facilities / Institutional        | I & II       | \$220.73     | \$114.78 | \$286.95                           | \$149.21 | Section 15 pg 22 (B/a)           |
|                           |                                        | III          | \$178.89     | \$93.02  | \$232.56                           | \$120.93 | Section 15 pg 22 (C/a)           |
|                           |                                        | V            | \$170.63     | \$88.73  | \$221.81                           | \$115.34 | Section 15 pg 22 (D/a)           |
| M                         | Market (Retail sales)                  | I & II       | \$170.77     | \$88.80  | \$222.00                           | \$115.44 | Section 13 pg 26 (A/g)           |
|                           |                                        | III          | \$137.49     | \$71.49  | \$178.73                           | \$92.94  | Section 13 pg 26 (C/g)           |
|                           |                                        | V            | \$130.20     | \$67.70  | \$169.25                           | \$88.01  | Section 13 pg 26 (D/g)           |
| S                         | Industrial plant                       | I & II       | \$186.23     | \$96.84  | \$242.09                           | \$125.89 | Section 14 pg 15 (B/a)           |
|                           |                                        | III          | \$145.89     | \$75.86  | \$189.65                           | \$98.62  | Section 14 pg 15 (C/a)           |
|                           |                                        | V            | \$130.25     | \$67.73  | \$169.32                           | \$88.05  | Section 14 pg 15 (D/a)           |
| S                         | Warehouse                              | I & II       | \$115.30     | \$59.95  | \$149.89                           | \$77.94  | Section 14 pg 26 (A/g)           |
|                           |                                        | III          | \$108.60     | \$56.47  | \$141.18                           | \$73.41  | Section 14 pg 26 (B/g)           |
|                           |                                        | V            | \$106.52     | \$55.39  | \$138.48                           | \$72.01  | Section 14 pg 26 (Cmill/g)       |
| S                         | Parking Garage                         | I & II       | \$91.53      | \$47.60  | \$118.99                           | \$61.88  | Section 14 pg 34 (A/g)           |

<sup>1</sup> Cost per square foot, unless noted otherwise. (l.f. = linear foot; s.f. = square foot); includes 1.3 regional multiplier (see Secc. 99 pg 6 December 2016 Marshall & Swift)

<sup>2</sup> Hillside construction = slope >20%; multiply by additional 1.3 multiplier

<sup>3</sup> Remodel Function of New Construction is a 0.52 multiplier.

<sup>4</sup> Separate structures or occupancies valued separately.

<sup>5</sup> Separate fees assessed for E/P/M permits, R.O.W. improvements, Fire Prevention Bureau, Grading Permits, technology enhancement, records management, Excav. & Shoring.



**City of Oakland  
Bureau of Building  
Construction Valuation<sup>1</sup>  
For Building Permits<sup>4</sup>  
Effective May 1, 2015**

Planning and Building Department  
Dalziel Administration Building  
250 Frank Ogawa Plaza - 2nd Floor  
Oakland, CA 94612  
510-238-3891

|                           |                                        | Construction | Level Ground |          | Hillside Construction <sup>2</sup> |          | Marshall & Swift April 2015     |
|---------------------------|----------------------------------------|--------------|--------------|----------|------------------------------------|----------|---------------------------------|
| Occ.                      | Description <sup>3</sup>               | Type         | New          | Remodel  | New                                | Remodel  | Section pg (Class/type)         |
| R3                        | Single Family Residence                | V            | \$234.17     | \$121.77 | \$304.42                           | \$158.30 | Section 12 pg 25 (C/e)          |
|                           | Duplex/Townhouse                       | V            | \$193.69     | \$100.72 | \$251.79                           | \$130.93 | Section 12 pg 25 (C/vg)         |
|                           | Factory/Manufactured home              | V            | \$73.06      | \$37.99  | \$94.98                            | \$49.39  | Section 63 pg 9 (Exc)           |
|                           | Finished Habitable Basement Conversion | V            | \$124.09     | \$64.52  | \$161.31                           | \$83.88  | Section 12 pg 26 (CDS/g)        |
|                           | Convert non-habitable to habitable     | V            | N/A          | \$48.57  | N/A                                | \$63.14  | Section 12 pg 26 (CDS/g)        |
|                           | Partition Walls                        | V            | N/A          | \$17.23  | N/A                                | \$22.39  | Section 52 pg 2 (6" wall)       |
|                           | Foundation Upgrade (I.f.)              | V            | \$107.90     | NA       | \$140.27                           | NA       | Section 51 pg 2 (R/24x72)       |
|                           | Patio/Porch Roof                       | V            | \$27.76      | \$14.43  | \$36.08                            | \$18.76  | Section 66 pg 2 (Wood)          |
|                           | Ground Level Decks                     | V            | \$33.80      | \$17.58  | \$43.94                            | \$22.85  | Section 66 pg 2 (100sf/avg)     |
|                           | Elevated Decks & Balconies             | V            | \$44.14      | \$22.95  | \$57.38                            | \$29.84  | Section 66 pg 2 (100sf+1 story) |
| U1                        | Garage                                 | V            | \$43.30      | \$22.52  | \$56.29                            | \$29.27  | Section 12 pg 35 (C/a600)       |
|                           | Carport                                | V            | \$28.74      | \$14.95  | \$37.37                            | \$19.43  | Section 12 pg 35 (D/a4car)      |
|                           | Retaining wall (s.f.)                  | III          | \$35.75      | NA       | \$46.48                            | NA       | Section 55 pg 3 (12" reinf./h)  |
| R2                        | Apartment (>2 units)                   | I & II       | \$191.10     | \$99.37  | \$248.43                           | \$129.18 | Section 11 pg 18 (B/g)          |
|                           |                                        | III          | \$149.01     | \$77.48  | \$193.71                           | \$100.73 | Section 11 pg 18 (Dmill/g)      |
|                           |                                        | V            | \$145.07     | \$75.43  | \$188.59                           | \$98.07  | Section 11 pg 18 (D/g)          |
| Non-Residential Occupancy |                                        |              |              |          |                                    |          |                                 |
| A                         | Church/Auditorium                      | I & II       | \$301.54     | \$156.80 | \$392.00                           | \$203.84 | Section 16 pg 9 (B/g)           |
|                           |                                        | III          | \$220.22     | \$114.51 | \$286.29                           | \$148.87 | Section 16 pg 9 (B/a)           |
|                           |                                        | V            | \$203.15     | \$105.64 | \$264.10                           | \$137.33 | Section 16 pg 9 (S/g)           |
| A                         | Restaurant                             | I & II       | \$260.56     | \$135.49 | \$338.73                           | \$176.14 | Section 13 pg 14 (A-B/g)        |
|                           |                                        | III          | \$200.51     | \$104.27 | \$260.67                           | \$135.55 | Section 13 pg 14 (C/g)          |
|                           |                                        | V            | \$188.49     | \$98.01  | \$245.03                           | \$127.42 | Section 13 pg 14 (D/g)          |
| B                         | Restaurant <50 occupancy               | V            | \$144.99     | \$75.39  | \$188.49                           | \$98.01  | Section 13 pg 17 (C/a)          |
| B                         | Bank                                   | I & II       | \$258.31     | \$134.32 | \$335.80                           | \$174.62 | Section 15 pg 21 (B/a)          |
|                           |                                        | III          | \$206.61     | \$107.44 | \$268.59                           | \$139.67 | Section 15 pg 21 (C/a)          |
|                           |                                        | V            | \$194.87     | \$101.33 | \$253.33                           | \$131.73 | Section 15 pg 21 (D/a)          |
| B                         | Medical Office                         | I & II       | \$289.61     | \$150.60 | \$376.50                           | \$195.78 | Section 15 pg 22 (A/g)          |
|                           |                                        | III          | \$281.19     | \$146.22 | \$365.55                           | \$190.08 | Section 15 pg 22 (B/g)          |
|                           |                                        | V            | \$227.88     | \$118.50 | \$296.24                           | \$154.04 | Section 15 pg 22 (C/g)          |
| B                         | Office                                 | I & II       | \$191.17     | \$99.41  | \$248.51                           | \$129.23 | Section 15 pg 17 (B/a)          |
|                           |                                        | III          | \$137.10     | \$71.29  | \$178.23                           | \$92.68  | Section 15 pg 17 (C/a)          |
|                           |                                        | V            | \$130.01     | \$67.61  | \$169.02                           | \$87.89  | Section 15 pg 17 (D/a)          |
| E                         | School                                 | I & II       | \$244.37     | \$127.07 | \$317.69                           | \$165.20 | Section 18 pg 14 (A-B/g)        |
|                           |                                        | III          | \$188.85     | \$98.20  | \$245.51                           | \$127.66 | Section 18 pg 14 (C/g)          |
|                           |                                        | V            | \$181.97     | \$94.63  | \$236.57                           | \$123.01 | Section 18 pg 14 (D/g)          |
| H                         | Repair Garage                          | I & II       | \$212.03     | \$110.26 | \$275.64                           | \$143.33 | Section 14 pg 33 (MSG 527C/e)   |
|                           |                                        | III          | \$205.70     | \$106.96 | \$267.41                           | \$139.05 | Section 14 pg 33 (MLG 423C/e)   |
|                           |                                        | V            | \$197.94     | \$102.93 | \$257.32                           | \$133.81 | Section 14 pg 33 (MLG 423D/e)   |
| I                         | Care Facilities / Institutional        | I & II       | \$215.02     | \$111.81 | \$279.53                           | \$145.35 | Section 15 pg 22 (B/a)          |
|                           |                                        | III          | \$172.71     | \$89.81  | \$224.52                           | \$116.75 | Section 15 pg 22 (C/a)          |
|                           |                                        | V            | \$165.20     | \$85.91  | \$214.77                           | \$111.68 | Section 15 pg 22 (D/a)          |
| M                         | Market (Retail sales)                  | I & II       | \$168.68     | \$87.71  | \$219.28                           | \$114.02 | Section 13 pg 26 (A/g)          |
|                           |                                        | III          | \$134.90     | \$70.15  | \$175.37                           | \$91.19  | Section 13 pg 26 (C/g)          |
|                           |                                        | V            | \$127.88     | \$66.50  | \$166.25                           | \$86.45  | Section 13 pg 26 (D/g)          |
| S                         | Industrial plant                       | I & II       | \$180.88     | \$94.06  | \$235.15                           | \$122.28 | Section 14 pg 15 (B/a)          |
|                           |                                        | III          | \$141.69     | \$73.68  | \$184.19                           | \$95.78  | Section 14 pg 15 (C/a)          |
|                           |                                        | V            | \$126.46     | \$65.76  | \$164.40                           | \$85.49  | Section 14 pg 15 (D/a)          |
| S                         | Warehouse                              | I & II       | \$112.65     | \$58.58  | \$146.44                           | \$76.15  | Section 14 pg 26 (A/g)          |
|                           |                                        | III          | \$105.50     | \$54.86  | \$137.14                           | \$71.31  | Section 14 pg 26 (B/g)          |
|                           |                                        | V            | \$103.45     | \$53.80  | \$134.49                           | \$69.93  | Section 14 pg 26 (Cmill/g)      |
| S                         | Parking Garage                         | I & II       | \$89.44      | \$46.51  | \$116.27                           | \$60.46  | Section 14 pg 34 (A/g)          |

<sup>1</sup> Cost per square foot, unless noted otherwise, (l.f. = linear foot; s.f. = square foot); includes 1.3 regional multiplier (see Sec. 99 pg 6 April 2015 Marshall & Swift)

<sup>2</sup> Hillside construction = slope >20%; multiply by additional 1.3 multiplier

<sup>3</sup> Remodel Function of New Construction is a 0.52 multiplier.

<sup>4</sup> Separate structures or occupancies valued separately.

<sup>5</sup> Separate fees assessed for E/P/M permits, R.O.W. Improvements, Fire Prevention Bureau, Grading Permits, technology enhancement, records management, Excav. & Shoring.

8f

**City of Oakland**  
**Building Services**  
**Construction Valuation<sup>1</sup>**  
**For Building Permits<sup>4</sup>**  
**Effective Aug. 1, 2009**

Community Economic Development Agency  
 Dalziel Administration Building  
 250 Frank Ogawa Plaza - 2nd Floor  
 Oakland, CA 94612  
 510-238-3891

| Occ.                             | Description <sup>3</sup>               | Construction | Level Ground <sup>2</sup> |          | Hillside Construction |          | Marshall & Swift 3Q 7'09         |
|----------------------------------|----------------------------------------|--------------|---------------------------|----------|-----------------------|----------|----------------------------------|
|                                  |                                        | Type         | New                       | Remodel  | New                   | Remodel  | Section pg (Class/type)          |
| R3                               | Custom Residence                       | V            | \$207.53                  | \$107.92 | \$269.79              | \$140.29 | Section 12 pg 25 (C/e)           |
|                                  | Single Family & Duplex                 | V            | \$144.46                  | \$75.12  | \$187.80              | \$97.65  | Section 12 pg 25 (C/g)           |
|                                  | Factory/Manufactured home              | V            | \$43.50                   | \$22.62  | \$56.55               | \$29.41  | Section 12 pg 26 (CDS/g)         |
|                                  | Finished Habitable Basement Conversion | V            | \$96.42                   | \$50.14  | \$125.35              | \$65.18  | Section 12 pg 25 (S/a)           |
|                                  | Convert non-habitable to habitable     | V            | N/A                       | \$43.50  | N/A                   | \$56.55  | Section 12 pg 26 (CDS/g)         |
|                                  | Partition Walls                        | V            | N/A                       | \$16.19  | N/A                   | \$21.05  | Section 52 pg 2 (6"wall)         |
|                                  | Foundation Upgrade (I.f.)              | V            | \$105.37                  | NA       | \$136.98              | NA       | Section 51 pg 2 (R/24x72.)       |
|                                  | Patio/Porch Roof                       | V            | \$24.70                   | \$12.84  | \$32.11               | \$16.70  | Section 66 pg 2 (Wood)           |
|                                  | Ground Level Decks                     | V            | \$30.49                   | \$15.85  | \$39.64               | \$20.61  | Section 66 pg 2 (100sf/avg)      |
|                                  | Elevated Decks & Balconies             | V            | \$41.16                   | \$21.40  | \$53.51               | \$27.82  | Section 66 pg 2 (100sf/+1 story) |
| U1                               | Garage                                 | V            | \$38.42                   | \$19.98  | \$49.95               | \$25.97  | Section 12 pg 35 (C/a600)        |
|                                  | Carport                                | V            | \$24.70                   | \$12.84  | \$32.11               | \$16.70  | Section 12 pg 35 (D/a4car)       |
|                                  | Retaining wall (s.f.)                  | III          | \$32.96                   | NA       | \$42.85               | NA       | Section 55 pg 3 (12"reinf./h)    |
| R2                               | Apartment (>2 units)                   | I & II       | \$174.69                  | \$90.84  | \$227.10              | \$118.09 | Section 11 pg 18 (B/g)           |
|                                  |                                        | III          | \$156.91                  | \$81.59  | \$203.98              | \$106.07 | Section 11 pg 18 (Dmill/g)       |
|                                  |                                        | V            | \$127.00                  | \$66.04  | \$165.10              | \$85.85  | Section 11 pg 18 (D/g)           |
| <b>Non-Residential Occupancy</b> |                                        |              |                           |          |                       |          |                                  |
| A                                | Church/Auditorium                      | I & II       | \$247.07                  | \$128.48 | \$321.19              | \$167.02 | Section 16 pg 9 (B/g)            |
|                                  |                                        | III          | \$182.01                  | \$94.65  | \$236.61              | \$123.04 | Section 16 pg 9 (B/a)            |
|                                  |                                        | V            | \$175.93                  | \$91.48  | \$228.71              | \$118.93 | Section 16 pg 9 (S/g)            |
| A                                | Restaurant                             | I & II       | \$221.82                  | \$115.35 | \$288.37              | \$149.95 | Section 13 pg 14 (A-B/g)         |
|                                  |                                        | III          | \$174.20                  | \$90.58  | \$226.46              | \$117.76 | Section 13 pg 14 (C/g)           |
|                                  |                                        | V            | \$166.80                  | \$86.74  | \$216.84              | \$112.76 | Section 13 pg 14 (D/g)           |
| B                                | Restaurant <50 occupancy               | V            | \$145.24                  | \$75.52  | \$188.81              | \$98.18  | Section 13 pg 17 (C/a)           |
| B                                | Bank                                   | I & II       | \$223.46                  | \$116.20 | \$290.50              | \$151.06 | Section 15 pg 21 (B/a)           |
|                                  |                                        | III          | \$182.01                  | \$94.65  | \$236.61              | \$123.04 | Section 15 pg 21 (C/a)           |
|                                  |                                        | V            | \$173.02                  | \$89.97  | \$224.93              | \$116.96 | Section 15 pg 21 (D/a)           |
| B                                | Medical Office                         | I & II       | \$249.76                  | \$129.88 | \$324.69              | \$168.84 | Section 15 pg 22 (A/g)           |
|                                  |                                        | III          | \$243.19                  | \$126.46 | \$316.15              | \$164.40 | Section 15 pg 22 (B/g)           |
|                                  |                                        | V            | \$200.73                  | \$104.38 | \$260.95              | \$135.69 | Section 15 pg 22 (C/g)           |
| B                                | Office                                 | I & II       | \$165.41                  | \$86.01  | \$215.03              | \$111.82 | Section 15 pg 17 (B/a)           |
|                                  |                                        | III          | \$120.77                  | \$62.80  | \$157.00              | \$81.64  | Section 15 pg 17 (C/a)           |
|                                  |                                        | V            | \$115.34                  | \$59.98  | \$149.94              | \$77.97  | Section 15 pg 17 (D/a)           |
| E                                | School                                 | I & II       | \$239.11                  | \$124.34 | \$310.84              | \$161.64 | Section 18 pg 14 (A-B/g)         |
|                                  |                                        | III          | \$181.96                  | \$94.62  | \$236.55              | \$123.00 | Section 18 pg 14 (C/g)           |
|                                  |                                        | V            | \$171.94                  | \$89.41  | \$223.52              | \$116.23 | Section 18 pg 14 (D/g)           |
| H                                | Repair Garage                          | I & II       | \$186.25                  | \$96.85  | \$242.13              | \$125.91 | Section 14 pg 33 (MSG 527C/e)    |
|                                  |                                        | III          | \$180.70                  | \$93.96  | \$234.91              | \$122.15 | Section 14 pg 33 (MLG 423C/e)    |
|                                  |                                        | V            | \$175.14                  | \$91.07  | \$227.68              | \$118.39 | Section 14 pg 33 (MLG 423D/e)    |
| I                                | Care Facilities / Institutional        | I & II       | \$186.04                  | \$96.74  | \$241.85              | \$125.76 | Section 15 pg 22 (B/a)           |
|                                  |                                        | III          | \$152.09                  | \$79.09  | \$197.72              | \$102.81 | Section 15 pg 22 (C/a)           |
|                                  |                                        | V            | \$146.52                  | \$76.19  | \$190.48              | \$99.05  | Section 15 pg 22 (D/a)           |
| M                                | Market (Retail sales)                  | I & II       | \$143.82                  | \$74.79  | \$186.97              | \$97.22  | Section 13 pg 26 (A/g)           |
|                                  |                                        | III          | \$117.10                  | \$60.89  | \$152.23              | \$79.16  | Section 13 pg 26 (C/g)           |
|                                  |                                        | V            | \$113.19                  | \$58.86  | \$147.15              | \$76.52  | Section 13 pg 26 (D/g)           |
| S                                | Industrial plant                       | I & II       | \$157.34                  | \$81.82  | \$204.54              | \$106.36 | Section 14 pg 15 (B/a)           |
|                                  |                                        | III          | \$134.38                  | \$69.88  | \$174.69              | \$90.84  | Section 14 pg 15 (C/a)           |
|                                  |                                        | V            | \$111.93                  | \$58.20  | \$145.51              | \$75.66  | Section 14 pg 15 (D/a)           |
| S                                | Warehouse                              | I & II       | \$96.28                   | \$50.07  | \$125.16              | \$65.09  | Section 14 pg 26 (A/g)           |
|                                  |                                        | III          | \$91.77                   | \$47.72  | \$119.30              | \$62.04  | Section 14 pg 26 (B/g)           |
|                                  |                                        | V            | \$90.79                   | \$47.21  | \$118.03              | \$61.37  | Section 14 pg 26 (Cmill/g)       |
| S                                | Parking Garage                         | I & II       | \$76.31                   | \$39.68  | \$99.20               | \$51.59  | Section 14 pg 34 (A/g)           |

<sup>1</sup> Cost per square foot, unless noted otherwise. (I.f. = linear foot; s.f. = square foot); includes 1.3 regional multiplier (see Sec. 99 pg 6 July 2009 Marshall & Swift)

<sup>2</sup> Hillside construction = slope >20%; multiply by additional 1.3 multiplier

<sup>3</sup> Remodel Function of New Construction is a 0.52 multiplier.

<sup>4</sup> Separate structures or occupancies valued separately.

<sup>5</sup> Separate fees assessed for E/P/M permits, R.O.W. improvements, Fire Prevention Bureau, Grading Permits, technology enhancement, records management, etc. **000452** Shoring.

## COST INDEXES (1926 = 100)

## BUILDINGS – EASTERN DISTRICT

|                               | 2016   | 2017   | 2014   | 2013   | 2012   | 2011   | 2010   | 2009   | 2008   | 2007   | 2006   | 2005   | 2004   | 2003   | 2002   | 2001   | 2000   | 1999   | 1998   | 1997   | 1996   | 1995   | 1994   |
|-------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A : Fireproofed steel frame   | 3096.8 | 3096.3 | 3051.7 | 2979.2 | 2911.2 | 2820.7 | 2722.4 | 2806.1 | 2708.8 | 2600.6 | 2450.6 | 2307.2 | 2118.6 | 1964.2 | 1909.4 | 1877.7 | 1858.6 | 1780.1 | 1736.6 | 1695.7 | 1656.5 | 1652.3 | 1572.3 |
| B : Reinforced concrete frame | 3118.2 | 3068.9 | 3035.5 | 2963.4 | 2886.1 | 2795.3 | 2702.2 | 2775.5 | 2693.3 | 2597.5 | 2454.7 | 2309.1 | 2123.2 | 1964.1 | 1909.5 | 1872.6 | 1853.0 | 1775.5 | 1728.2 | 1686.7 | 1646.7 | 1566.3 | 1566.3 |
| C : Masonry bearing walls     | 3088.5 | 3072.6 | 3020.0 | 2933.5 | 2841.2 | 2758.4 | 2670.7 | 2700.3 | 2650.9 | 2593.9 | 2457.6 | 2299.4 | 2134.1 | 1982.0 | 1923.2 | 1883.0 | 1863.9 | 1773.5 | 1729.5 | 1695.7 | 1653.8 | 1653.8 | 1578.7 |
| D : Wood frame                | 3042.0 | 3036.1 | 2980.9 | 2889.4 | 2777.4 | 2693.8 | 2605.2 | 2616.5 | 2609.5 | 2565.1 | 2470.0 | 2314.3 | 2154.0 | 1994.3 | 1930.2 | 1884.3 | 1872.5 | 1773.8 | 1724.3 | 1697.5 | 1640.6 | 1574.5 | 1574.5 |
| S : Metal frame and walls     | 2822.8 | 2815.3 | 2774.9 | 2725.5 | 2674.2 | 2602.3 | 2523.7 | 2635.4 | 2550.7 | 2441.4 | 2306.8 | 2170.2 | 1999.4 | 1844.9 | 1793.5 | 1767.3 | 1752.4 | 1679.2 | 1648.1 | 1612.7 | 1580.3 | 1580.3 | 1491.9 |

## BUILDINGS – CENTRAL DISTRICT

|                               | 2016   | 2017   | 2014   | 2013   | 2012   | 2011   | 2010   | 2009   | 2008   | 2007   | 2006   | 2005   | 2004   | 2003   | 2002   | 2001   | 2000   | 1999   | 1998   | 1997   | 1996   | 1995   | 1994   |
|-------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A : Fireproofed steel frame   | 2762.4 | 2771.7 | 2749.6 | 2704.1 | 2640.5 | 2567.6 | 2483.6 | 2550.7 | 2468.6 | 2355.2 | 2234.9 | 2117.3 | 1959.6 | 1832.7 | 1799.6 | 1757.7 | 1749.7 | 1676.9 | 1630.4 | 1579.2 | 1531.2 | 1531.2 | 1453.9 |
| B : Reinforced concrete frame | 2794.4 | 2781.3 | 2745.8 | 2695.5 | 2617.7 | 2545.8 | 2468.2 | 2516.7 | 2447.9 | 2346.5 | 2236.6 | 2123.0 | 1975.8 | 1845.1 | 1809.3 | 1764.7 | 1756.5 | 1683.4 | 1634.0 | 1577.6 | 1528.8 | 1528.8 | 1455.6 |
| C : Masonry bearing walls     | 2778.2 | 2778.2 | 2745.1 | 2687.4 | 2591.5 | 2526.0 | 2456.0 | 2477.2 | 2424.3 | 2353.2 | 2252.6 | 2124.3 | 1992.3 | 1864.1 | 1825.5 | 1779.0 | 1773.6 | 1686.5 | 1638.1 | 1587.3 | 1536.0 | 1536.0 | 1469.9 |
| D : Wood frame                | 2764.9 | 2774.5 | 2738.7 | 2668.8 | 2543.9 | 2477.9 | 2408.5 | 2414.3 | 2397.1 | 2354.0 | 2274.1 | 2145.9 | 2014.6 | 1875.4 | 1835.9 | 1783.3 | 1779.2 | 1679.6 | 1627.5 | 1579.9 | 1518.2 | 1518.2 | 1465.7 |
| S : Metal frame and walls     | 2479.0 | 2469.9 | 2466.6 | 2443.6 | 2404.5 | 2345.4 | 2285.9 | 2379.8 | 2315.1 | 2208.8 | 2101.9 | 1988.8 | 1844.5 | 1712.9 | 1682.5 | 1647.2 | 1643.5 | 1579.5 | 1541.9 | 1500.7 | 1468.5 | 1468.5 | 1385.8 |

## BUILDINGS – WESTERN DISTRICT

|                               | 2016   | 2017   | 2014   | 2013   | 2012   | 2011   | 2010   | 2009   | 2008   | 2007   | 2006   | 2005   | 2004   | 2003   | 2002   | 2001   | 2000   | 1999   | 1998   | 1997   | 1996   | 1995   | 1994   |
|-------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A : Fireproofed steel frame   | 3030.8 | 3043.4 | 3007.5 | 2941.3 | 2868.8 | 2784.6 | 2689.4 | 2779.5 | 2678.8 | 2559.6 | 2410.0 | 2279.7 | 2091.5 | 1965.4 | 1926.2 | 1888.5 | 1863.0 | 1782.7 | 1740.1 | 1699.9 | 1656.2 | 1656.2 | 1578.9 |
| B : Reinforced concrete frame | 3040.2 | 3030.2 | 2984.0 | 2914.7 | 2830.2 | 2750.4 | 2662.2 | 2737.4 | 2661.4 | 2553.3 | 2407.9 | 2281.4 | 2104.3 | 1971.3 | 1932.8 | 1890.0 | 1866.6 | 1786.7 | 1742.1 | 1697.6 | 1653.1 | 1653.1 | 1579.4 |
| C : Masonry bearing walls     | 3053.1 | 3048.1 | 3000.6 | 2925.0 | 2822.1 | 2748.5 | 2661.3 | 2680.1 | 2623.7 | 2543.0 | 2400.9 | 2265.9 | 2124.4 | 1992.6 | 1951.5 | 1906.8 | 1886.5 | 1796.1 | 1753.0 | 1717.0 | 1671.8 | 1671.8 | 1603.7 |
| D : Wood frame                | 3004.0 | 3010.4 | 2958.3 | 2872.3 | 2742.1 | 2668.7 | 2577.5 | 2572.3 | 2555.5 | 2507.5 | 2388.1 | 2257.1 | 2126.8 | 1978.1 | 1934.3 | 1886.7 | 1874.5 | 1775.9 | 1730.8 | 1702.9 | 1644.1 | 1644.1 | 1593.1 |
| S : Metal frame and walls     | 2711.7 | 2720.0 | 2689.3 | 2645.8 | 2594.4 | 2524.4 | 2456.1 | 2555.5 | 2461.8 | 2358.3 | 2230.0 | 2104.2 | 1934.4 | 1809.2 | 1775.9 | 1746.5 | 1726.8 | 1658.3 | 1622.5 | 1598.7 | 1569.1 | 1569.1 | 1489.6 |

## EQUIPMENT – NATIONAL AVERAGE

| INDUSTRY             | 2016   | 2017   | 2014   | 2013   | 2012   | 2011   | 2010   | 2009   | 2008   | 2007   | 2006   | 2005   | 2004   | 2003   | 2002   | 2001   | 2000   | 1999   | 1998   | 1997   | 1996   | 1995   | 1994   |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Average of all       | 1580.9 | 1593.7 | 1578.8 | 1558.7 | 1545.9 | 1503.2 | 1457.4 | 1468.6 | 1427.3 | 1373.3 | 1302.3 | 1244.5 | 1157.3 | 1118.6 | 1100.0 | 1093.4 | 1084.3 | 1065.0 | 1061.8 | 1052.7 | 1036.0 | 1020.4 | 985.0  |
| Airplane mfg.        | 1857.2 | 1885.9 | 1878.5 | 1860.6 | 1859.2 | 1806.1 | 1741.6 | 1770.4 | 1721.2 | 1653.7 | 1566.6 | 1489.2 | 1375.5 | 1325.1 | 1301.4 | 1296.7 | 1287.8 | 1264.7 | 1263.2 | 1253.4 | 1238.5 | 1221.8 | 1174.9 |
| Apartment            | 1140.1 | 1139.4 | 1123.8 | 1109.7 | 1088.5 | 1060.4 | 1032.9 | 1027.0 | 1005.1 | 976.8  | 942.4  | 903.7  | 856.7  | 836.1  | 826.3  | 818.3  | 812.4  | 797.8  | 793.1  | 787.1  | 774.1  | 763.5  | 739.5  |
| Bakery               | 1541.2 | 1553.5 | 1537.3 | 1516.0 | 1502.5 | 1461.6 | 1415.5 | 1426.6 | 1392.1 | 1338.3 | 1249.7 | 1194.7 | 1110.9 | 1070.6 | 1052.6 | 1045.7 | 1034.3 | 1014.0 | 1010.5 | 1000.3 | 983.4  | 969.1  | 930.9  |
| Bank                 | 1163.8 | 1167.7 | 1152.5 | 1136.5 | 1128.5 | 1102.0 | 1073.2 | 1078.7 | 1050.7 | 1019.3 | 979.4  | 943.7  | 887.3  | 859.8  | 847.6  | 842.1  | 837.0  | 822.9  | 821.3  | 816.3  | 803.6  | 794.9  | 773.4  |
| Bottling             | 1616.8 | 1636.0 | 1622.5 | 1602.8 | 1595.4 | 1552.8 | 1503.6 | 1517.9 | 1479.8 | 1417.4 | 1336.9 | 1271.6 | 1172.9 | 1131.2 | 1111.3 | 1105.9 | 1096.3 | 1075.6 | 1073.5 | 1065.4 | 1049.4 | 1033.6 | 994.3  |
| Brewery & distillery | 2002.6 | 2014.9 | 1993.5 | 1966.8 | 1950.4 | 1900.0 | 1848.8 | 1860.0 | 1808.7 | 1731.7 | 1634.2 | 1554.6 | 1438.6 | 1390.9 | 1366.5 | 1357.7 | 1343.2 | 1318.6 | 1311.5 | 1298.7 | 1278.1 | 1254.3 | 1208.9 |
| Candy                | 1990.8 | 2005.2 | 1982.6 | 1953.9 | 1935.6 | 1882.7 | 1823.7 | 1834.9 | 1792.2 | 1722.1 | 1604.0 | 1534.0 | 1427.3 | 1377.5 | 1354.6 | 1346.2 | 1330.6 | 1304.8 | 1300.4 | 1286.5 | 1263.5 | 1244.2 | 1194.7 |
| Cannery (fish)       | 1946.2 | 1963.2 | 1942.2 | 1913.8 | 1897.6 | 1844.6 | 1786.0 | 1802.1 | 1755.8 | 1687.7 | 1575.7 | 1507.3 | 1398.4 | 1347.0 | 1323.3 | 1314.5 | 1300.6 | 1275.2 | 1271.4 | 1258.5 | 1235.8 | 1217.8 | 1169.9 |
| Cannery (fruit)      | 1932.9 | 1946.1 | 1922.5 | 1893.0 | 1869.9 | 1819.6 | 1762.6 | 1769.9 | 1735.6 | 1672.4 | 1570.3 | 1507.3 | 1403.1 | 1353.0 | 1331.7 | 1322.2 | 1308.8 | 1282.1 | 1277.8 | 1266.2 | 1240.9 | 1225.1 | 1180.1 |
| Cement mfg.          | 1651.0 | 1661.5 | 1649.1 | 1628.6 | 1612.5 | 1559.1 | 1516.4 | 1536.7 | 1469.8 | 1407.4 | 1337.2 | 1274.5 | 1172.4 | 1127.6 | 1104.9 | 1098.1 | 1087.6 | 1069.6 | 1065.1 | 1054.1 | 1041.2 | 1022.3 | 987.5  |
| Chemical             | 1590.4 | 1607.0 | 1594.1 | 1575.3 | 1572.5 | 1531.1 | 1490.9 | 1512.0 | 1460.7 | 1397.2 | 1319.5 | 1256.1 | 1157.7 | 1118.7 | 1096.6 | 1090.6 | 1080.3 | 1063.0 | 1057.8 | 1047.0 | 1033.9 | 1014.0 | 977.9  |
| Church               | 1313.0 | 1313.6 | 1292.2 | 1269.3 | 1245.8 | 1215.4 | 1186.6 | 1185.6 | 1157.6 | 1127.6 | 1092.5 | 1053.8 | 993.4  | 962.1  | 949.4  | 939.3  | 933.2  | 914.7  | 909.6  | 901.6  | 881.5  | 870.9  | 847.9  |
| Clay products        | 1647.2 | 1654.3 | 1639.4 | 1617.3 | 1598.6 | 1548.3 | 1503.6 | 1514.9 | 1448.3 | 1388.7 | 1317.9 | 1258.0 | 1165.3 | 1125.0 | 1103.5 | 1095.5 | 1083.8 | 1066.1 | 1062.2 | 1051.2 | 1035.1 | 1015.8 | 981.8  |
| Contractor's equip.  | 1831.9 | 1834.1 | 1812.5 | 1788.0 | 1759.3 | 1698.1 | 1650.9 | 1657.3 | 1609.6 | 1560.1 | 1506.6 | 1441.9 | 1339.7 | 1311.7 | 1291.6 | 1281.5 | 1274.0 | 1250.1 | 1242.2 | 1228.3 | 1204.6 | 1185.1 | 1153.4 |
| Creamery & dairy     | 1711.4 | 1723.2 | 1702.5 | 1679.1 | 1663.4 | 1618.7 | 1568.4 | 1575.0 | 1540.6 | 1478.0 | 1380.9 | 1315.7 | 1222.8 | 1181.5 | 1162.3 | 1154.6 | 1142.1 | 1119.1 | 1114.6 | 1103.5 | 1084.9 | 1066.4 | 1023.6 |
| Dwelling             | 1098.6 | 1097.5 | 1083.0 | 1070.2 | 1051.1 | 1024.8 | 999.1  | 993.4  | 973.8  | 946.2  | 913.0  | 874.5  | 831.8  | 815.5  | 804.2  | 796.9  | 790.2  | 776.2  | 770.9  | 764.4  | 753.0  | 741.6  | 717.5  |
| Elec. equip. mfg.    | 1536.4 | 1573.2 | 1574.4 | 1566.0 | 1577.2 | 1537.3 | 1465.9 | 1486.0 | 1462.1 | 1394.4 | 1302.8 | 1227.2 | 1126.3 | 1080.4 | 1062.3 | 1063.4 | 1055.9 | 1036.9 | 1040.7 | 1036.0 | 1026.5 | 1015.1 | 968.7  |
| Elec. power equip.   | 1445.7 | 1488.8 | 1494.8 | 1492.8 | 1510.2 | 1477.2 | 1400.0 | 1411.2 | 1405.6 | 1332.3 | 1230.8 | 1147.3 | 1048.5 | 1002.6 | 986.3  | 990.0  | 983.0  | 963.9  | 960.7  | 966.7  | 961.5  | 953.8  | 905.8  |
| Flour, cereal & feed | 1598.4 | 1611.8 | 1596.2 | 1575.6 | 1562.8 | 1519.1 | 1471.0 | 1483.2 | 1445.0 | 1385.8 | 1300.7 | 1238.0 | 1147.0 | 1106.3 | 1087.9 | 1081.9 | 1070.3 | 1049.4 | 1045.0 | 1034.9 | 1019.4 | 1003.6 | 964.9  |
| Garage               | 1702.2 | 1720.3 | 1710.3 | 1691.4 | 1679.6 | 1636.2 | 1587.7 | 1600.1 | 1558.4 | 1501.0 | 1434.1 | 1370.3 | 1280.9 | 1241.2 | 1223.6 | 1215.1 | 1205.0 | 1184.3 | 1180.8 | 1172.9 | 1157.5 | 1140.5 | 1102.0 |
| Glass mfg.           | 1522.8 | 1539.1 | 1529.1 | 1512.4 | 1503.8 | 1460.1 | 1412.0 | 1427.1 | 1381.5 | 1320.5 | 1246.4 | 1182.3 | 1086.8 | 1045.3 | 1025.2 | 1020.0 | 1010.9 | 991.4  | 989.1  | 981.1  | 968.3  | 952.2  | 914.9  |
| Hospital             | 1464.2 | 1473.0 | 1456.8 | 1438.3 | 1426.7 | 1388.7 | 1344.9 | 1346.4 | 1312.2 | 1264.5 | 1195.8 | 1142.3 | 1070.8 | 1038.4 | 1022.3 | 1015.2 | 1005.2 | 986.4  | 983.2  | 974.4  | 960.2  | 944.0  | 908.8  |
| Hotel                | 1384.6 | 1384.4 | 1364.1 | 1343.4 | 1323.5 | 1290.0 | 1257.2 | 1254.2 | 1224.4 | 1185.9 | 1129.6 | 1084.9 | 1026.9 | 997.7  | 984.0  | 975.9  | 965.7  | 947.6  | 941.7  | 931.5  | 915.1  | 899.4  | 869.8  |
| Laundry & cleaning   | 1362.0 | 1374.7 | 1363.5 | 1345.7 | 1335.7 | 1298.1 | 1257.4 | 1268.9 | 1227.6 | 1178.7 | 1118.0 | 1070.0 | 991.8  | 957.3  | 940.0  | 934.9  | 927.1  | 909.9  | 908.4  | 901.3  | 887.1  | 873.5  | 843.0  |
| Library              | 1476.7 | 1491.8 | 1479.1 | 1458.2 | 1449.1 | 1410.3 | 1366.8 | 1379.2 | 1338.9 | 1291.3 | 1231.7 | 1181.3 | 1096.7 | 1058.3 | 1039.4 | 1033.7 | 1026.4 | 1007.1 | 1007.0 | 999.4  | 982.5  | 969.6  | 937.2  |
| Logging equip.       | 1606.4 | 1623.8 | 1612.5 | 1593.2 | 1577.1 | 1531.2 | 1488.5 | 1509.2 | 1460.7 | 1411.1 | 1354.1 | 1296.8 | 1206.3 | 1165.0 | 1147.0 | 1139.9 | 1133.4 | 1113.3 | 1109.0 | 1099.9 | 1082.9 | 1067.9 | 1034.9 |

# QUARTERLY COST INDEXES (1926 = 100)

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## BUILDINGS – EASTERN DISTRICT

| BUILDING CLASSES              | 07/2016 | 04/2016 | 01/2016 | 10/2015 | 07/2015 | 04/2015 | 01/2015 | 10/2014 | 07/2014 | 04/2014 | 01/2014 | 10/2013 | 07/2013 | 04/2013 | 01/2013 | 10/2012 | 07/2012 | 04/2012 | 01/2012 | 10/2011 | 07/2011 | 04/2011 | 01/2011 |
|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| A : Fireproofed steel frame   | 3097.9  | 3097.5  | 3097.7  | 3105.7  | 3098.5  | 3094.2  | 3086.7  | 3069.4  | 3080.0  | 3051.0  | 3026.5  | 3006.2  | 2991.8  | 2963.8  | 2954.9  | 2940.3  | 2921.4  | 2899.0  | 2884.0  | 2872.1  | 2836.7  | 2796.4  | 2777.7  |
| B : Reinforced concrete frame | 3120.6  | 3114.2  | 3108.6  | 3107.9  | 3095.9  | 3081.7  | 3070.3  | 3053.1  | 3041.4  | 3036.7  | 3010.9  | 2991.3  | 2977.3  | 2948.3  | 2936.6  | 2918.8  | 2897.2  | 2873.6  | 2854.8  | 2841.1  | 2810.8  | 2773.2  | 2755.9  |
| C : Masonry bearing walls     | 3088.9  | 3085.3  | 3082.3  | 3084.0  | 3079.0  | 3068.2  | 3059.0  | 3041.4  | 3027.5  | 3017.2  | 2993.7  | 2970.5  | 2948.4  | 2915.1  | 2900.0  | 2879.2  | 2853.1  | 2825.4  | 2807.0  | 2794.2  | 2768.6  | 2741.0  | 2729.6  |
| D : Wood frame                | 3040.0  | 3040.6  | 3041.0  | 3044.8  | 3042.2  | 3033.1  | 3024.1  | 3004.3  | 2988.5  | 2974.8  | 2956.0  | 2934.2  | 2905.7  | 2866.8  | 2850.7  | 2824.8  | 2789.5  | 2756.8  | 2738.4  | 2722.6  | 2700.8  | 2679.3  | 2672.6  |
| S : Metal frame and walls     | 2821.2  | 2821.4  | 2821.2  | 2823.6  | 2819.2  | 2812.3  | 2806.2  | 2788.7  | 2778.3  | 2773.5  | 2759.2  | 2746.4  | 2733.6  | 2713.9  | 2708.1  | 2696.3  | 2683.6  | 2663.8  | 2653.1  | 2645.5  | 2615.1  | 2580.9  | 2567.5  |

## BUILDINGS – CENTRAL DISTRICT

|                               |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|-------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A : Fireproofed steel frame   | 2759.2 | 2761.1 | 2765.4 | 2775.9 | 2772.1 | 2771.6 | 2767.1 | 2760.6 | 2757.6 | 2751.8 | 2728.5 | 2726.6 | 2717.0 | 2695.1 | 2677.7 | 2668.0 | 2648.8 | 2630.6 | 2614.6 | 2601.6 | 2580.7 | 2551.9 | 2536.1 |
| B : Reinforced concrete frame | 2792.4 | 2791.6 | 2788.3 | 2791.4 | 2784.1 | 2777.7 | 2771.8 | 2759.0 | 2752.5 | 2747.9 | 2723.9 | 2722.9 | 2710.8 | 2685.0 | 2663.2 | 2647.3 | 2625.2 | 2608.0 | 2590.2 | 2575.3 | 2557.7 | 2532.5 | 2517.5 |
| C : Masonry bearing walls     | 2773.8 | 2773.2 | 2777.1 | 2783.9 | 2780.3 | 2777.6 | 2771.0 | 2759.3 | 2750.7 | 2743.6 | 2726.8 | 2725.3 | 2706.4 | 2671.6 | 2646.1 | 2628.4 | 2599.3 | 2576.6 | 2561.7 | 2548.3 | 2532.8 | 2514.5 | 2508.3 |
| D : Wood frame                | 2758.4 | 2762.0 | 2769.0 | 2777.8 | 2776.2 | 2775.6 | 2768.3 | 2755.1 | 2744.2 | 2734.8 | 2720.8 | 2719.6 | 2690.6 | 2647.0 | 2618.1 | 2593.7 | 2552.6 | 2521.4 | 2507.8 | 2495.9 | 2481.3 | 2468.4 | 2465.9 |
| S : Metal frame and walls     | 2473.6 | 2476.0 | 2483.3 | 2492.4 | 2490.8 | 2489.6 | 2486.6 | 2477.0 | 2470.9 | 2466.2 | 2452.4 | 2455.1 | 2450.9 | 2439.3 | 2429.1 | 2425.8 | 2411.4 | 2395.5 | 2385.1 | 2374.7 | 2356.5 | 2331.9 | 2318.3 |

## BUILDINGS – WESTERN DISTRICT

|                               |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|-------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A : Fireproofed steel frame   | 3028.3 | 3029.6 | 3037.9 | 3048.7 | 3043.2 | 3043.3 | 3038.6 | 3033.4 | 3022.5 | 2997.4 | 2976.7 | 2968.9 | 2954.7 | 2930.2 | 2911.2 | 2894.7 | 2879.9 | 2859.4 | 2841.2 | 2824.1 | 2800.5 | 2766.8 | 2747.0 |
| B : Reinforced concrete frame | 3037.1 | 3035.5 | 3039.1 | 3040.7 | 3033.9 | 3027.7 | 3019.1 | 3008.5 | 3000.0 | 2973.6 | 2953.9 | 2946.5 | 2930.3 | 2903.3 | 2878.6 | 2856.8 | 2839.5 | 2821.2 | 2803.1 | 2785.7 | 2763.8 | 2733.1 | 2718.9 |
| C : Masonry bearing walls     | 3047.6 | 3045.8 | 3055.5 | 3055.7 | 3050.7 | 3046.3 | 3039.7 | 3028.3 | 3018.0 | 2985.8 | 2970.2 | 2966.9 | 2943.6 | 2907.6 | 2881.7 | 2856.0 | 2833.3 | 2806.5 | 2792.7 | 2778.3 | 2758.4 | 2734.0 | 2723.1 |
| D : Wood frame                | 2995.6 | 2999.2 | 3013.0 | 3016.2 | 3011.8 | 3010.0 | 3003.5 | 2990.3 | 2979.1 | 2938.8 | 2925.1 | 2925.6 | 2894.3 | 2849.2 | 2819.9 | 2788.0 | 2753.8 | 2719.7 | 2706.9 | 2694.2 | 2677.8 | 2656.7 | 2646.0 |
| S : Metal frame and walls     | 2705.6 | 2707.7 | 2719.9 | 2725.2 | 2721.9 | 2717.5 | 2715.2 | 2706.5 | 2699.4 | 2681.9 | 2669.5 | 2666.1 | 2655.4 | 2636.7 | 2625.1 | 2615.4 | 2604.9 | 2585.5 | 2571.6 | 2557.8 | 2538.6 | 2509.6 | 2491.5 |

## INDUSTRY

## EQUIPMENT – NATIONAL AVERAGE

|                      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Average of all       | 1578.2 | 1573.0 | 1582.3 | 1589.8 | 1590.8 | 1596.0 | 1598.1 | 1593.7 | 1585.7 | 1569.0 | 1566.9 | 1563.7 | 1561.6 | 1556.6 | 1552.8 | 1551.6 | 1553.4 | 1542.1 | 1536.5 | 1533.3 | 1512.5 | 1490.2 | 1476.7 |
| Airplane mfg.        | 1850.5 | 1844.8 | 1863.8 | 1876.8 | 1879.0 | 1890.4 | 1897.5 | 1893.2 | 1886.1 | 1868.5 | 1866.1 | 1862.3 | 1863.4 | 1860.5 | 1856.2 | 1859.1 | 1868.4 | 1856.2 | 1852.9 | 1847.9 | 1819.6 | 1787.8 | 1768.9 |
| Apartment            | 1139.9 | 1137.8 | 1138.7 | 1141.2 | 1140.8 | 1138.0 | 1137.7 | 1133.0 | 1126.8 | 1117.4 | 1118.0 | 1117.2 | 1112.3 | 1105.9 | 1103.2 | 1098.1 | 1093.3 | 1083.6 | 1078.8 | 1076.4 | 1065.9 | 1052.8 | 1046.4 |
| Bakery               | 1541.6 | 1532.3 | 1537.8 | 1549.1 | 1551.1 | 1557.1 | 1557.7 | 1552.5 | 1545.5 | 1527.3 | 1523.8 | 1520.2 | 1519.5 | 1514.4 | 1509.7 | 1507.6 | 1512.6 | 1496.4 | 1493.5 | 1490.5 | 1471.4 | 1449.1 | 1435.2 |
| Bank                 | 1161.8 | 1159.3 | 1164.8 | 1167.9 | 1167.9 | 1166.3 | 1168.5 | 1164.2 | 1156.5 | 1145.3 | 1144.0 | 1140.5 | 1138.3 | 1133.8 | 1133.5 | 1134.1 | 1133.0 | 1125.4 | 1121.4 | 1121.5 | 1108.8 | 1092.8 | 1085.0 |
| Bottling             | 1613.2 | 1607.8 | 1619.0 | 1630.4 | 1631.3 | 1639.2 | 1643.1 | 1639.6 | 1630.8 | 1610.9 | 1608.6 | 1605.1 | 1605.2 | 1601.6 | 1599.3 | 1599.1 | 1603.4 | 1590.4 | 1588.5 | 1584.8 | 1562.2 | 1539.2 | 1524.9 |
| Brewery & distillery | 2000.4 | 1994.4 | 2002.4 | 2011.7 | 2011.9 | 2017.6 | 2018.4 | 2014.5 | 2003.7 | 1979.2 | 1976.6 | 1971.4 | 1970.2 | 1964.0 | 1961.4 | 1959.6 | 1959.3 | 1943.3 | 1939.3 | 1934.0 | 1909.1 | 1886.2 | 1870.8 |
| Candy                | 1992.1 | 1979.2 | 1985.1 | 2000.0 | 2002.5 | 2010.1 | 2008.3 | 2003.8 | 1993.9 | 1968.5 | 1964.3 | 1960.3 | 1958.0 | 1951.8 | 1945.5 | 1942.5 | 1949.0 | 1927.2 | 1923.6 | 1920.3 | 1896.1 | 1866.7 | 1848.8 |
| Cannery (fish)       | 1945.9 | 1933.8 | 1942.3 | 1956.7 | 1959.6 | 1968.7 | 1967.7 | 1962.9 | 1953.2 | 1928.7 | 1923.9 | 1920.5 | 1917.9 | 1912.0 | 1904.8 | 1903.3 | 1910.8 | 1890.0 | 1886.3 | 1882.7 | 1856.7 | 1827.9 | 1810.9 |
| Cannery (fruit)      | 1933.4 | 1921.8 | 1927.9 | 1941.9 | 1944.2 | 1949.8 | 1948.5 | 1943.0 | 1933.9 | 1908.9 | 1904.3 | 1901.2 | 1898.0 | 1890.6 | 1882.3 | 1877.6 | 1882.5 | 1861.2 | 1857.9 | 1854.9 | 1831.6 | 1804.1 | 1787.8 |
| Cement mfg.          | 1647.5 | 1642.7 | 1654.5 | 1657.2 | 1658.7 | 1663.4 | 1666.6 | 1660.9 | 1655.0 | 1642.2 | 1638.2 | 1633.5 | 1633.0 | 1627.5 | 1620.5 | 1622.3 | 1620.7 | 1610.3 | 1596.7 | 1589.3 | 1568.0 | 1546.6 | 1532.5 |
| Chemical             | 1586.3 | 1581.9 | 1593.3 | 1601.2 | 1602.2 | 1611.7 | 1612.7 | 1609.9 | 1601.9 | 1583.6 | 1581.0 | 1576.6 | 1577.4 | 1572.8 | 1574.2 | 1576.8 | 1578.4 | 1569.8 | 1565.0 | 1559.8 | 1537.4 | 1519.8 | 1507.3 |
| Church               | 1311.8 | 1308.9 | 1311.9 | 1314.4 | 1314.2 | 1312.7 | 1313.0 | 1307.1 | 1296.9 | 1283.0 | 1281.9 | 1278.0 | 1273.2 | 1264.7 | 1261.1 | 1256.7 | 1250.8 | 1240.8 | 1234.9 | 1234.0 | 1221.8 | 1206.4 | 1199.5 |
| Clay products        | 1644.8 | 1640.2 | 1648.4 | 1651.5 | 1652.0 | 1656.9 | 1656.9 | 1652.8 | 1644.6 | 1631.1 | 1628.9 | 1624.3 | 1621.2 | 1615.2 | 1608.5 | 1607.8 | 1606.9 | 1595.9 | 1583.6 | 1579.2 | 1557.5 | 1534.9 | 1521.4 |
| Contractor's equip.  | 1830.4 | 1826.9 | 1830.5 | 1832.9 | 1834.4 | 1836.3 | 1832.9 | 1826.6 | 1822.0 | 1801.9 | 1799.4 | 1798.3 | 1793.7 | 1788.8 | 1773.0 | 1767.9 | 1762.9 | 1749.9 | 1736.6 | 1728.6 | 1706.2 | 1686.7 | 1670.9 |
| Creamery & dairy     | 1711.7 | 1703.2 | 1708.1 | 1719.9 | 1721.1 | 1726.8 | 1724.8 | 1721.0 | 1711.6 | 1690.1 | 1687.2 | 1684.3 | 1681.5 | 1677.4 | 1673.3 | 1669.7 | 1672.9 | 1656.9 | 1654.0 | 1649.9 | 1628.0 | 1606.2 | 1590.7 |
| Dwelling             | 1098.7 | 1096.5 | 1097.0 | 1099.7 | 1099.0 | 1095.8 | 1095.6 | 1091.6 | 1085.4 | 1076.9 | 1077.9 | 1077.1 | 1072.3 | 1066.6 | 1064.7 | 1059.8 | 1055.7 | 1046.8 | 1042.1 | 1039.5 | 1030.2 | 1017.9 | 1011.6 |
| Elec. equip. mfg.    | 1528.9 | 1525.7 | 1545.9 | 1562.8 | 1564.0 | 1576.3 | 1589.5 | 1586.2 | 1578.6 | 1566.1 | 1566.6 | 1563.2 | 1566.3 | 1567.8 | 1566.7 | 1570.2 | 1585.5 | 1574.6 | 1578.4 | 1578.6 | 1553.8 | 1519.3 | 1497.3 |
| Elec. power equip.   | 1438.3 | 1435.7 | 1456.5 | 1478.0 | 1477.7 | 1491.3 | 1508.3 | 1505.0 | 1497.0 | 1487.0 | 1490.0 | 1485.3 | 1492.2 | 1496.9 | 1496.7 | 1499.2 | 1519.0 | 1507.7 | 1515.0 | 1517.6 | 1494.9 | 1461.2 | 1434.9 |
| Flour, cereal & feed | 1597.2 | 1589.8 | 1597.4 | 1607.8 | 1609.2 | 1614.9 | 1615.3 | 1612.0 | 1604.6 | 1585.7 | 1582.3 | 1579.5 | 1578.7 | 1575.2 | 1569.0 | 1568.0 | 1572.0 | 1557.7 | 1553.4 | 1549.6 | 1529.2 | 1506.2 | 1491.5 |
| Garage               | 1697.9 | 1692.9 | 1706.2 | 1715.3 | 1717.1 | 1721.7 | 1727.0 | 1723.5 | 1718.4 | 1700.9 | 1698.5 | 1696.0 | 1694.3 | 1688.9 | 1686.2 | 1683.2 | 1686.8 | 1677.1 | 1671.2 | 1668.0 | 1646.5 | 1622.7 | 1607.7 |
| Glass mfg.           | 1519.3 | 1514.5 | 1526.2 | 1534.5 | 1534.8 | 1541.5 | 1546.6 | 1542.7 | 1534.7 | 1519.9 | 1518.9 | 1514.2 | 1515.2 | 1511.2 | 1508.9 | 1508.9 | 1510.5 | 1500.2 | 1495.7 | 1491.1 | 1469.2 | 1447.2 | 1432.7 |
| Hospital             | 1463.4 | 1457.6 | 1463.7 | 1471.1 | 1471.3 | 1474.3 | 1475.2 | 1471.9 | 1462.4 | 1447.0 | 1446.0 | 1443.5 | 1440.0 | 1435.8 | 1434.0 | 1431.5 | 1433.6 | 1422.9 | 1418.9 | 1417.4 | 1397.6 | 1376.7 | 1363.0 |
| Hotel                | 1385.6 | 1380.1 | 1381.1 | 1385.4 | 1385.3 | 1384.3 | 1382.6 | 1378.6 | 1369.4 | 1354.8 | 1353.6 | 1351.0 | 1346.1 | 1339.6 | 1336.7 | 1332.2 | 1330.1 | 1318.6 | 1313.1 | 1311.4 | 1297.0 | 1280.6 | 1271.0 |
| Laundry & cleaning   | 1358.9 | 1354.7 | 1365.4 | 1370.9 | 1371.3 | 1376.8 | 1379.8 | 1376.4 | 1369.6 | 1355.1 | 1352.7 | 1350.4 | 1347.8 | 1343.7 | 1340.8 | 1340.2 | 1341.4 | 1333.4 | 1327.9 | 1325.7 | 1306.2 | 1285.8 | 1274.5 |
| Library              | 1472.2 | 1468.1 | 1480.1 | 1486.8 | 1487.3 | 1493.4 | 1499.5 | 1495.3 | 1484.3 | 1468.9 | 1467.7 | 1463.8 | 1460.1 | 1455.0 | 1453.8 | 1453.9 | 1455.0 | 1446.2 | 1441.3 | 1440.7 | 1420.1 | 1396.1 | 1384.4 |
| Logging equip.       | 1601.7 | 1597.7 | 1610.6 | 1617.7 | 1620.5 | 1627.1 | 1629.8 | 1624.3 | 1620.1 | 1605.0 | 1600.6 | 1598.9 | 1596.5 | 1592.5 | 1584.7 | 1583.0 | 1584.8 | 1575.7 | 1564.8 | 1559.0 | 1539.9 | 1519.3 | 1506.4 |
| Metalworking         | 1725.7 | 1720.1 | 1736.7 | 1745.9 | 1749.1 | 1760.2 | 1764.4 | 1761.7 | 1753.8 | 1738.9 | 1734.4 | 1730.9 | 1729.0 | 1722.8 | 1723.1 | 1722.7 | 1727.5 | 1726.4 | 1721.0 | 1717.6 | 1688.4 | 1658.3 | 1643.4 |
| Mining & milling     | 1753.9 | 1747.5 | 1762.4 | 1759.5 | 1762.8 | 1769.8 | 1762.5 | 1752.7 | 1748.5 | 1734.3 | 1730.9 | 1729.0 | 1722.8 | 1723.1 | 1722.7 | 1727.5 | 1726.4 | 1721.0 | 1717.6 | 1688.4 | 1658.3 | 1643.4 | 1628.2 |
| Motion picture       | 1708.0 | 1705.4 | 1716.9 | 1726.7 | 1727.4 | 1732.6 | 1739.9 | 1733.4 | 1724.9 | 1707.2 | 1707.2 | 1704.7 | 1702.1 | 1697.2 | 1691.1 | 1686.9 | 1690.4 | 1677.1 | 1671.4 | 1674.2 | 1652.5 | 1624.6 | 1607.3 |
| Office equip.        | 1250.0 | 1248.1 | 1252.5 | 1254.5 | 1253.5 | 1249.0 | 1252.9 | 1250.0 | 1239.3 | 1228.4 | 1228.2 | 1224.2 | 1221.4 | 1218.8 | 1222.6 | 1224.0 | 1222.4 | 1217.0 | 1211.4 | 1212.0 | 1198.7 | 1181.3 | 1171.6 |
| Packing (fruit)      | 1797.0 | 1790.5 | 1795.3 | 1801.4 | 1802.5 | 1803.7 | 1803.0 | 1796.5 | 1788.2 | 1785.1 | 1782.0 | 1759.7 | 1753.5 | 1743.1 | 1734.3 | 1726.3 | 1724.8 | 1707.3 | 1701.6 | 1698.3 | 1678.6 | 1654.8 | 1642.6 |
| Packing (meat)       | 1707.7 | 1699.4 | 1703.6 | 1710.8 | 1712.5 | 1716.5 | 1713.2 | 1708.0 | 1700.2 | 1680.0 | 1675.5 | 1673.2 | 1668.4 | 1662.5 | 1656.3 | 1654.3 | 1656.2 | 1640.8 | 1633.6 | 1630.5 | 1608.7 | 1586.0 | 1572.5 |
| Paint mfg.           | 1644.3 | 1638.9 | 1651.5 | 1659.4 | 1660.2 | 1668.2 | 1670.9 | 1667.5 | 1658.8 | 1640.6 | 1638.4 | 1635.1 | 1633.1 | 1628.3 | 1626.3 | 1627.4 | 1629.2 | 1619.5 | 1613.6 | 1608.7 | 1584.1 | 1560.7 | 1545.8 |
| Paper mfg.           | 1547.6 | 1544.0 | 1555.0 | 1561.7 | 1563.3 | 1570.9 | 1572.5 | 1567.4 | 1560.0 | 1542.6 | 1539.9 | 1537.4 | 1534.2 | 1527.5 | 1524.7 | 1524.0 | 1522.4 | 1513.2 | 1507.6 | 1502.4 | 1480.7 | 1459.4 | 1447.6 |
| Petroleum            | 1736.4 | 1732.4 | 1747.4 | 1755.0 | 1753.6 | 1763.2 | 1764.8 | 1761.6 | 1753.9 | 1735.0 | 1732.0 | 1726.3 | 1730.0 | 1724.8 | 1722.2 | 1722.0 | 1721.1 | 1710.3 | 1704.9 | 1698.7 | 1672.0 | 1652.5 | 1640.4 |
| Printing             | 1346.1 | 1340.9 | 1348.8 | 1358.3 | 1359.4 | 1367.7 | 1369.9 | 1367.9 | 1361.2 | 1352.9 | 1352.6 | 1351.2 | 1349.6 | 1346.8 | 1343.5 | 1343.8 | 1347.3 | 1341.6 | 1337.7 | 1336.4 | 1317.1 | 1292.2 | 1282.2 |
| Refrigeration        | 1938.3 | 1933.4 | 1944.5 | 1952.0 | 1952.9 | 1961.1 | 1962.1 | 1956.5 | 1947.4 | 1926.8 | 1923.7 | 1920.6 | 1916.2 | 1908.5 | 1906.3 | 1906.8 | 1908.9 | 1896.1 | 1889.4 | 1886.4 | 1856.4 | 1827.8 | 1809.3 |
| Restaurant           | 1313.3 | 1307.4 | 1309.2 | 1314.0 | 1314.4 | 1315.5 | 1313.4 | 1309.9 | 1301.5 | 1286.3 | 1284.2 | 1281.9 | 1275.6 | 1271.1 | 1267.8 | 1264.3 | 1263.6 | 1252.3 | 1247.1 | 1245.7 | 1231.1 | 1214.9 | 1205.2 |
| Rubber               | 1667.1 | 1661.0 | 1673.0 | 1679.2 | 1680.2 | 1688.6 | 1689.9 | 1686.2 | 1678.6 | 1666.8 | 1660.5 | 1657.0 | 1655.6 | 1648.6 | 1653.1 | 1655.9 | 1657.1 | 1652.7 | 1644.2 | 1641.4 | 1617.4 | 1596.2 | 1581.5 |
| School               | 1474.6 | 1469.5 | 1474.0 | 1478.4 | 1478.7 | 1480.3 | 1480.7 | 1476.6 | 1465.8 | 1450.3 | 1448.9 | 1445.8 | 1440.9 | 1435.1 | 1433.5 | 1430.9 | 1429.2 | 1418.5 | 1412.6 | 1411.1 | 1392.8 | 1372.8 | 1362.0 |
| Shipbuilding         | 1821.1 | 1815.2 | 1830.0 | 1839.6 | 1842.5 | 1854.6 | 1855.9 | 1851.8 | 1843.9 | 1821.6 | 1818.3 | 1814.3 | 1815.4 | 1812.5 | 1803.8 | 1808.1 | 1809.6 | 1797.5 | 1788.8 | 1780.9 | 1752.7 | 1728.5 | 1713.5 |
| Steam power          | 1576.4 | 1571.9 | 1587.9 | 1597.0 | 1597.6 | 1609.1 | 1615.0 | 1611.8 | 1602.8 | 1587.0 | 1586.4 | 1581.1 | 1582.4 | 1579.4 | 1579.1 | 1581.9 | 1587.8 | 1578.5 | 1574.3 | 1572.2 | 1546.5 | 1523.0 | 1506.4 |
| Store                | 1498.6 | 1494.8 | 1503.7 | 1508.7 | 1509.0 | 1511.7 | 1514.7 | 1509.6 | 1498.2 | 1481.9 | 1480.4 | 1476.7 | 1472.2 | 1466.0 | 1464.0 | 1462.2 | 1460.4 | 1450.9 | 1445.2 | 1444.8 | 1425.7 | 1404.3 | 1394.0 |
| Textile              | 1559.3 | 1554.5 | 1569.0 | 1576.4 | 1578.4 | 1588.6 | 1590.8 | 1587.0 | 1582.1 | 1565.4 | 1560.8 | 1558.2 | 1558.3 | 1553.7 | 1547.8 | 1548.8 | 1551.9 | 1544.6 | 1539.0 | 1536.1 | 1516.0 | 1494.4 | 1484.6 |
| Theater              | 1273.2 | 1270.1 | 1278.9 | 1283.7 | 1283.3 | 1287.0 | 1291.6 | 1288.3 | 1277.5 | 1265.0 | 1264.7 | 1260.6 | 1257.8 | 1253.7 | 1254.3 | 1253.8 | 1254.5 | 1247.4 | 1242.9 | 1243.2 | 1226.3 | 1206.8 | 1196.2 |
| Warehousing          | 1257.2 | 1254.7 | 1260.8 | 1265.4 | 1266.2 | 1266.6 | 1269.8 | 1263.3 | 1259.5 | 1246.8 | 1240.7 | 1239.3 | 1238.5 | 1234.5 | 1228.3 | 1224.6 | 1222.3 | 1214.  |        |        |        |        |        |

# COST INDEXES (1926 = 100)

## BUILDINGS – EASTERN DISTRICT

|                              | 2006   | 2005   | 2004   | 2003   | 2002   | 2001   | 2000   | 1999   | 1998   | 1997   | 1996   | 1995   | 1994   | 1993   | 1992   | 1991   | 1990   | 1989   | 1988   | 1987   | 1986   | 1985   | 1984   |
|------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A: Fireproofed steel frame   | 2450.6 | 2307.2 | 2118.6 | 1964.2 | 1909.4 | 1879.8 | 1858.6 | 1780.1 | 1736.6 | 1695.7 | 1656.5 | 1626.1 | 1572.3 | 1526.2 | 1488.7 | 1465.0 | 1445.0 | 1424.4 | 1379.4 | 1304.4 | 1287.8 | 1257.2 | 1220.9 |
| B: Reinforced concrete frame | 2454.7 | 2309.1 | 2123.2 | 1964.1 | 1909.5 | 1875.3 | 1853.0 | 1775.5 | 1728.2 | 1686.7 | 1646.7 | 1623.3 | 1566.3 | 1521.8 | 1482.9 | 1457.3 | 1439.0 | 1415.7 | 1371.7 | 1301.5 | 1284.5 | 1252.3 | 1212.2 |
| C: Masonry bearing walls     | 2457.6 | 2299.4 | 2134.1 | 1992.0 | 1923.2 | 1886.4 | 1863.9 | 1773.5 | 1729.5 | 1695.7 | 1653.8 | 1633.6 | 1578.7 | 1540.7 | 1492.5 | 1463.6 | 1448.9 | 1426.4 | 1386.1 | 1325.8 | 1311.2 | 1271.6 | 1227.4 |
| D: Wood frame                | 2470.0 | 2314.3 | 2154.0 | 1994.3 | 1930.2 | 1888.5 | 1872.5 | 1773.8 | 1724.3 | 1697.5 | 1646.0 | 1630.1 | 1574.5 | 1526.0 | 1463.7 | 1425.2 | 1413.2 | 1391.4 | 1354.1 | 1314.2 | 1306.7 | 1261.5 | 1220.5 |
| S: Metal frame and walls     | 2306.8 | 2170.2 | 1999.4 | 1844.9 | 1793.5 | 1769.4 | 1752.4 | 1679.2 | 1648.1 | 1612.7 | 1580.3 | 1546.0 | 1491.9 | 1453.9 | 1420.7 | 1403.4 | 1386.4 | 1370.3 | 1321.3 | 1239.6 | 1225.0 | 1202.0 | 1172.0 |

## BUILDINGS – CENTRAL DISTRICT

|                              | 2006   | 2005   | 2004   | 2003   | 2002   | 2001   | 2000   | 1999   | 1998   | 1997   | 1996   | 1995   | 1994   | 1993   | 1992   | 1991   | 1990   | 1989   | 1988   | 1987   | 1986   | 1985   | 1984   |
|------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A: Fireproofed steel frame   | 2234.9 | 2117.3 | 1959.6 | 1832.7 | 1799.6 | 1762.4 | 1749.7 | 1676.9 | 1630.4 | 1579.2 | 1531.2 | 1501.5 | 1453.9 | 1403.3 | 1355.7 | 1336.0 | 1323.8 | 1314.3 | 1283.1 | 1231.9 | 1219.1 | 1213.1 | 1197.1 |
| B: Reinforced concrete frame | 2236.6 | 2123.0 | 1975.8 | 1845.1 | 1809.3 | 1770.0 | 1756.5 | 1683.4 | 1634.0 | 1577.6 | 1528.8 | 1506.8 | 1456.6 | 1406.8 | 1354.8 | 1332.0 | 1318.9 | 1304.1 | 1273.5 | 1230.2 | 1217.7 | 1210.6 | 1192.1 |
| C: Masonry bearing walls     | 2252.6 | 2124.3 | 1992.3 | 1864.1 | 1825.5 | 1784.8 | 1773.6 | 1686.5 | 1638.1 | 1587.3 | 1536.0 | 1519.0 | 1469.9 | 1420.7 | 1362.8 | 1333.7 | 1326.0 | 1309.1 | 1281.2 | 1249.5 | 1236.7 | 1226.8 | 1207.6 |
| D: Wood frame                | 2274.1 | 2145.9 | 2014.6 | 1875.4 | 1835.9 | 1790.3 | 1779.2 | 1679.6 | 1627.5 | 1579.9 | 1518.2 | 1512.2 | 1465.7 | 1404.0 | 1331.6 | 1294.5 | 1296.0 | 1281.3 | 1254.3 | 1235.6 | 1221.6 | 1209.0 | 1196.8 |
| S: Metal frame and walls     | 2101.9 | 1988.8 | 1844.5 | 1712.9 | 1682.5 | 1651.9 | 1643.5 | 1579.5 | 1541.9 | 1500.7 | 1468.5 | 1434.6 | 1385.8 | 1342.1 | 1302.6 | 1288.6 | 1280.7 | 1272.9 | 1239.1 | 1179.1 | 1167.9 | 1164.8 | 1152.6 |

## BUILDINGS – WESTERN DISTRICT

|                              | 2006   | 2005   | 2004   | 2003   | 2002   | 2001   | 2000   | 1999   | 1998   | 1997   | 1996   | 1995   | 1994   | 1993   | 1992   | 1991   | 1990   | 1989   | 1988   | 1987   | 1986   | 1985   | 1984   |
|------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| A: Fireproofed steel frame   | 2410.0 | 2279.7 | 2081.5 | 1965.4 | 1926.2 | 1892.1 | 1863.0 | 1782.7 | 1740.1 | 1699.9 | 1656.2 | 1629.4 | 1578.9 | 1525.8 | 1482.2 | 1470.2 | 1441.6 | 1420.2 | 1396.6 | 1340.4 | 1333.3 | 1322.9 | 1303.5 |
| B: Reinforced concrete frame | 2407.9 | 2281.4 | 2104.3 | 1971.3 | 1928.8 | 1894.5 | 1866.6 | 1785.7 | 1742.1 | 1697.7 | 1653.1 | 1633.8 | 1579.4 | 1527.6 | 1482.2 | 1470.2 | 1441.6 | 1420.2 | 1396.6 | 1340.4 | 1333.3 | 1322.9 | 1303.5 |
| C: Masonry bearing walls     | 2400.9 | 2265.9 | 2124.4 | 1992.6 | 1951.5 | 1911.5 | 1886.5 | 1796.1 | 1753.0 | 1717.0 | 1671.8 | 1654.4 | 1603.7 | 1553.1 | 1502.0 | 1481.4 | 1457.6 | 1420.3 | 1397.4 | 1356.8 | 1348.4 | 1339.9 | 1314.3 |
| D: Wood frame                | 2388.1 | 2257.1 | 2126.8 | 1978.1 | 1934.3 | 1892.1 | 1874.5 | 1775.9 | 1730.8 | 1702.9 | 1644.1 | 1636.2 | 1593.1 | 1530.4 | 1460.0 | 1434.0 | 1421.5 | 1379.3 | 1354.2 | 1324.9 | 1316.0 | 1309.1 | 1280.6 |
| S: Metal frame and walls     | 2230.0 | 2104.2 | 1934.4 | 1809.2 | 1775.9 | 1749.0 | 1726.8 | 1658.3 | 1622.5 | 1598.7 | 1569.1 | 1540.1 | 1489.6 | 1443.8 | 1406.5 | 1399.3 | 1380.7 | 1360.4 | 1329.7 | 1267.2 | 1260.8 | 1248.9 | 1229.7 |

## INDUSTRY

|                      |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |       |       |       |       |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|-------|-------|-------|
| Average of all       | 1302.3 | 1244.5 | 1157.3 | 1118.6 | 1100.0 | 1093.4 | 1084.3 | 1065.0 | 1061.8 | 1052.7 | 1036.0 | 1020.4 | 985.0  | 958.0  | 939.8  | 928.5  | 910.2  | 886.5  | 841.4  | 806.9 | 795.4 | 787.9 | 776.4 |
| Airplane mfg.        | 1566.6 | 1489.2 | 1375.5 | 1325.1 | 1301.4 | 1296.7 | 1287.8 | 1263.2 | 1253.4 | 1238.5 | 1221.8 | 1174.9 | 1145.3 | 1127.6 | 1119.9 | 1102.3 | 1078.8 | 1027.5 | 982.4  | 971.5 | 967.0 | 954.6 |       |
| Apartment            | 942.4  | 903.7  | 856.7  | 836.1  | 826.3  | 818.3  | 812.4  | 797.8  | 793.1  | 787.1  | 774.1  | 763.5  | 739.5  | 714.2  | 696.1  | 684.4  | 670.2  | 651.2  | 619.0  | 584.2 | 578.6 | 569.6 |       |
| Bakery               | 1249.7 | 1194.7 | 1110.9 | 1070.6 | 1052.6 | 1045.7 | 1034.3 | 1014.0 | 1010.5 | 1000.3 | 983.4  | 969.1  | 930.9  | 903.0  | 886.3  | 874.6  | 855.3  | 832.5  | 789.1  | 755.2 | 742.7 | 730.0 |       |
| Bank                 | 979.4  | 943.7  | 887.3  | 859.8  | 847.6  | 842.1  | 837.0  | 822.9  | 821.3  | 816.3  | 803.6  | 794.9  | 773.4  | 749.3  | 732.5  | 721.2  | 711.1  | 694.7  | 662.5  | 636.5 | 625.6 | 619.8 |       |
| Bottling             | 1336.9 | 1271.6 | 1172.9 | 1131.2 | 1111.3 | 1105.9 | 1096.3 | 1075.6 | 1073.5 | 1065.4 | 1049.4 | 1033.6 | 994.3  | 968.5  | 952.8  | 943.4  | 925.5  | 903.0  | 853.2  | 814.1 | 803.6 | 798.3 |       |
| Brewery & distillery | 1634.2 | 1554.6 | 1439.6 | 1390.9 | 1366.5 | 1357.7 | 1343.2 | 1318.6 | 1313.5 | 1298.7 | 1278.1 | 1254.3 | 1208.9 | 1181.0 | 1162.7 | 1150.4 | 1125.0 | 1094.0 | 1033.0 | 988.8 | 976.4 | 967.9 |       |
| Candy                | 1604.0 | 1534.0 | 1427.3 | 1377.5 | 1356.6 | 1346.2 | 1330.6 | 1304.8 | 1300.4 | 1286.5 | 1263.5 | 1244.2 | 1194.7 | 1159.1 | 1138.2 | 1122.7 | 1095.9 | 1064.5 | 1006.6 | 962.7 | 946.3 | 929.1 |       |
| Cannery (fish)       | 1575.7 | 1507.3 | 1398.4 | 1347.0 | 1323.3 | 1314.5 | 1300.6 | 1275.2 | 1271.4 | 1258.5 | 1235.8 | 1217.8 | 1169.9 | 1133.3 | 1111.7 | 1095.7 | 1070.9 | 1041.6 | 985.7  | 942.5 | 926.8 | 911.9 |       |
| Cannery (fruit)      | 1570.3 | 1504.6 | 1403.1 | 1353.0 | 1331.7 | 1322.2 | 1308.8 | 1282.1 | 1277.8 | 1266.2 | 1240.9 | 1225.1 | 1180.1 | 1140.3 | 1114.4 | 1094.7 | 1069.9 | 1040.5 | 985.2  | 942.8 | 926.4 | 911.2 |       |
| Cement mfg.          | 1337.2 | 1274.5 | 1172.4 | 1127.6 | 1104.9 | 1098.1 | 1087.6 | 1069.6 | 1065.1 | 1054.1 | 1041.2 | 1022.3 | 987.5  | 965.9  | 951.0  | 943.3  | 925.0  | 900.7  | 857.5  | 828.4 | 820.4 |       |       |
| Chemical             | 1319.5 | 1256.1 | 1157.7 | 1118.7 | 1096.6 | 1090.6 | 1080.3 | 1063.0 | 1057.8 | 1047.0 | 1033.9 | 1014.0 | 977.9  | 958.3  | 946.1  | 939.1  | 919.2  | 895.9  | 847.8  | 812.8 | 804.0 |       |       |
| Church               | 1092.5 | 1053.8 | 993.4  | 962.1  | 949.4  | 939.3  | 933.2  | 914.7  | 909.6  | 901.6  | 881.5  | 870.9  | 847.9  | 813.4  | 787.1  | 767.9  | 753.2  | 732.5  | 697.8  | 670.4 | 656.9 |       |       |
| Clay products        | 1317.9 | 1258.0 | 1165.3 | 1125.0 | 1103.5 | 1095.5 | 1083.8 | 1066.1 | 1062.2 | 1051.2 | 1035.1 | 1015.8 | 981.8  | 959.3  | 942.3  | 932.9  | 913.9  | 887.5  | 843.8  | 814.2 | 804.3 |       |       |
| Contractor's equip.  | 1506.6 | 1441.9 | 1349.7 | 1311.7 | 1291.6 | 1281.5 | 1274.0 | 1252.1 | 1242.2 | 1228.3 | 1204.6 | 1185.1 | 1153.4 | 1125.2 | 1095.3 | 1075.3 | 1050.1 | 1017.3 | 939.9  | 927.2 | 919.5 |       |       |
| Creamery & dairy     | 1380.9 | 1315.7 | 1222.8 | 1181.5 | 1162.3 | 1154.6 | 1142.1 | 1119.1 | 1114.6 | 1103.5 | 1084.9 | 1066.4 | 1023.6 | 996.5  | 980.5  | 968.5  | 945.6  | 919.2  | 866.9  | 828.3 | 815.1 |       |       |
| Dwelling             | 913.0  | 874.5  | 831.8  | 813.5  | 804.2  | 796.9  | 790.2  | 776.2  | 770.9  | 764.4  | 753.0  | 741.6  | 717.5  | 694.2  | 678.2  | 667.9  | 653.8  | 635.5  | 604.4  | 580.0 | 570.4 |       |       |
| Elec. equip. mfg.    | 1302.8 | 1227.2 | 1126.3 | 1080.4 | 1062.3 | 1063.4 | 1055.9 | 1036.9 | 1040.7 | 1036.0 | 1026.5 | 1015.1 | 968.7  | 945.8  | 935.7  | 934.8  | 924.2  | 906.4  | 857.5  | 810.5 | 802.2 |       |       |
| Elec. power equip.   | 1230.8 | 1147.3 | 1048.5 | 1002.6 | 986.3  | 990.0  | 983.0  | 963.9  | 968.4  | 966.7  | 961.5  | 953.6  | 905.8  | 887.4  | 881.5  | 884.8  | 879.1  | 864.4  | 814.9  | 765.6 | 759.9 |       |       |
| Flour, cereal & feed | 1300.7 | 1238.0 | 1147.0 | 1106.3 | 1087.9 | 1081.9 | 1070.3 | 1049.4 | 1045.0 | 1034.9 | 1019.4 | 1003.6 | 964.9  | 939.4  | 924.8  | 916.3  | 897.5  | 874.9  | 829.2  | 794.3 | 784.1 |       |       |
| Garage               | 1434.1 | 1370.3 | 1280.9 | 1241.2 | 1223.6 | 1215.1 | 1205.0 | 1184.3 | 1180.8 | 1172.9 | 1157.5 | 1140.5 | 1102.0 | 1073.9 | 1054.2 | 1040.4 | 1018.2 | 991.5  | 943.9  | 906.5 | 894.0 |       |       |
| Glass mfg.           | 1246.4 | 1182.3 | 1086.8 | 1045.3 | 1025.2 | 1020.0 | 1010.1 | 991.4  | 989.1  | 981.1  | 968.3  | 952.2  | 914.9  | 894.6  | 881.6  | 876.6  | 861.7  | 840.8  | 793.3  | 762.0 | 753.4 |       |       |
| Hospital             | 1195.8 | 1142.3 | 1070.8 | 1038.4 | 1022.3 | 1015.2 | 1005.2 | 986.4  | 983.2  | 974.4  | 960.2  | 944.0  | 908.8  | 883.1  | 866.8  | 855.4  | 836.6  | 813.4  | 770.7  | 737.1 | 723.7 |       |       |
| Hotel                | 1129.6 | 1084.9 | 1026.6 | 997.7  | 984.0  | 975.9  | 965.7  | 947.6  | 941.7  | 931.5  | 915.1  | 899.4  | 869.8  | 842.0  | 822.7  | 807.9  | 788.5  | 764.8  | 726.4  | 697.5 | 683.9 |       |       |
| Laundry & cleaning   | 1118.0 | 1070.0 | 991.8  | 957.3  | 940.0  | 934.9  | 927.1  | 909.9  | 908.4  | 901.3  | 887.1  | 873.5  | 843.0  | 820.9  | 805.7  | 797.4  | 781.2  | 760.2  | 721.7  | 693.2 | 682.9 |       |       |
| Library              | 1231.7 | 1181.3 | 1096.7 | 1058.3 | 1039.4 | 1033.7 | 1026.4 | 1007.1 | 1007.0 | 999.4  | 982.5  | 969.6  | 937.2  | 906.6  | 887.3  | 876.6  | 861.9  | 840.4  | 798.2  | 764.4 | 751.9 |       |       |
| Logging equip.       | 1354.1 | 1296.8 | 1206.3 | 1165.0 | 1147.0 | 1139.9 | 1133.4 | 1113.3 | 1109.0 | 1099.9 | 1082.9 | 1067.9 | 1034.9 | 1006.4 | 984.7  | 969.3  | 949.9  | 925.1  | 884.3  | 853.5 | 842.7 |       |       |
| Metalworking         | 1453.4 | 1392.3 | 1289.9 | 1250.3 | 1230.0 | 1227.7 | 1219.5 | 1202.9 | 1203.1 | 1191.7 | 1176.6 | 1156.4 | 1113.4 | 1085.9 | 1070.3 | 1061.0 | 1038.9 | 1011.2 | 963.8  | 923.6 | 912.1 |       |       |
| Printing & milling   | 1373.8 | 1309.8 | 1208.0 | 1164.2 | 1142.1 | 1128.7 | 1120.7 | 1102.2 | 1097.2 | 1085.4 | 1068.2 | 1051.3 | 1019.8 | 992.7  | 971.8  | 955.6  | 934.2  | 906.0  | 859.6  | 833.1 | 826.0 |       |       |
| Motion picture       | 1430.6 | 1363.5 | 1268.8 | 1225.3 | 1207.4 | 1201.6 | 1195.5 | 1173.2 | 1172.7 | 1167.1 | 1145.9 | 1135.1 | 1097.9 | 1065.0 | 1039.6 | 1025.7 | 1009.6 | 986.3  | 932.3  | 890.6 | 871.6 |       |       |
| Office equip.        | 1053.1 | 1012.4 | 957.7  | 933.6  | 922.0  | 918.5  | 910.7  | 896.1  | 894.2  | 887.1  | 876.8  | 863.1  | 838.6  | 818.1  | 805.9  | 798.7  | 787.1  | 768.3  | 732.6  | 703.8 | 691.8 |       |       |
| Packing (fruit)      | 1467.7 | 1409.3 | 1320.2 | 1276.1 | 1257.4 | 1246.1 | 1236.2 | 1210.4 | 1204.9 | 1185.3 | 1167.7 | 1153.5 | 1118.6 | 1079.2 | 1047.7 | 1025.8 | 1003.0 | 974.2  | 924.3  | 889.2 | 874.9 |       |       |
| Packing (meat)       | 1366.1 | 1308.5 | 1216.1 | 1172.1 | 1152.3 | 1145.1 | 1130.1 | 1104.1 | 1101.4 | 1082.9 | 1062.3 | 1025.8 | 996.3  | 977.6  | 963.5  | 939.7  | 911.9  | 864.1  | 830.8  | 817.3 | 804.2 |       |       |
| Paint mfg.           | 1349.2 | 1285.3 | 1184.8 | 1141.7 | 1118.6 | 1112.2 | 1102.2 | 1081.7 | 1078.6 | 1068.4 | 1052.7 | 1034.3 | 995.7  | 971.8  | 955.9  | 947.8  | 929.0  | 905.2  | 857.0  | 821.3 | 810.9 |       |       |
| Paper mfg.           | 1278.6 | 1223.3 | 1128.6 | 1089.5 | 1066.2 | 1057.3 | 1050.8 | 1030.2 | 1027.5 | 1018.8 | 998.8  | 985.5  | 953.2  | 925.2  | 904.4  | 882.4  | 875.1  | 853.1  | 808.8  | 776.9 | 766.6 |       |       |
| Petroleum            | 1419.8 | 1340.9 | 1234.2 | 1192.0 | 1169.0 | 1157.2 | 1142.9 | 1126.8 | 1121.2 | 1106.2 | 1088.4 | 1066.5 | 1028.8 | 1008.3 | 998.6  | 990.9  | 966.0  | 942.0  | 895.9  | 860.3 | 857.6 |       |       |
| Printing             | 1148.0 | 1104.0 | 1035.3 | 1006.1 | 990.0  | 989.0  | 980.6  | 967.1  | 966.2  | 961.0  | 945.7  | 931.9  | 898.6  | 877.0  | 863.7  | 850.7  | 848.5  | 835.0  | 791.8  | 755.9 | 743.9 |       |       |
| Refrigeration        | 1572.7 | 1500.2 | 1391.2 | 1343.0 | 1316.4 | 1305.6 | 1293.5 | 1268.6 | 1263.6 | 1251.1 | 1231.2 | 1209.6 | 1165.9 | 1135.6 | 1114.2 | 1101.5 | 1077.6 | 1049.3 | 994.3  | 955.1 | 941.8 |       |       |
| Restaurant           | 1065.1 | 1023.4 | 963.4  | 934.7  | 920.7  | 913.1  | 903.7  | 886.4  | 881.5  | 871.8  | 855.5  | 840.8  | 812.8  | 786.7  | 769.0  | 755.2  | 736.2  | 713.6  | 677.0  | 650.5 | 638.0 |       |       |
| Rubber               | 1398.3 | 1342.8 | 1252.0 | 1209.4 | 1185.2 | 1181.8 | 1171.9 | 1154.6 | 1150.0 | 1137.6 | 1121.9 | 1101.2 | 1063.7 | 1039.1 | 1019.2 | 1009.1 | 986.7  | 959.9  | 912.7  | 878.3 | 864.3 |       |       |
| School               | 1207.4 | 1159.7 | 1088.9 | 1056.9 | 1041.1 | 1033.5 | 1024.4 | 1005.7 | 1002.3 | 992.6  | 975.6  | 959.8  | 927.9  | 899.0  | 880.1  | 867.3  | 848.6  | 824.3  | 782.7  | 751.2 | 737.3 |       |       |
| Shipbuilding         | 1515.4 | 1444.8 | 1322.7 | 1275.4 | 1250.3 | 1244.3 | 1236.8 | 1216.9 | 1212.5 | 1199.4 | 1180.7 | 1162.4 | 1122.8 | 1097.2 | 1078.7 | 1069.5 | 1050.1 | 1023.6 | 973.3  | 934.4 | 925.0 |       |       |
| Steam power          | 1295.4 | 1229.9 | 1128.4 | 1088.3 | 1066.7 | 1063.1 | 1054.5 | 1038.4 | 1037.3 | 1029.9 | 1019.3 | 1002.9 | 964.5  | 944.5  | 933.8  | 929.5  | 914.3  | 890.8  | 841.0  | 803.0 | 794.1 |       |       |
| Store                | 1252.1 | 1204.5 | 1126.7 | 1090.3 | 1073.9 | 1066.5 | 1060.2 | 1040.2 | 1039.0 | 1031.8 | 1012.7 | 1000.6 | 970.9  | 937.5  | 914.3  | 899.7  | 884.1  | 861.6  | 819.2  | 786.0 | 771.9 |       |       |
| Textile              | 1341.0 | 1292.5 | 1207.2 | 1173.0 | 1156.2 | 1151.1 | 1142.2 | 1125.3 | 1123.6 | 1114.6 | 1095.7 | 1081.1 | 1049.2 | 1022.7 | 1003.2 | 991.1  | 969.5  | 945.6  | 900.4  | 863.9 | 849.8 |       |       |
| Theater              | 1062.7 | 1019.0 | 952.3  | 922.6  | 907.8  | 903.3  | 896.6  | 880.6  | 879.7  | 872.9  | 860.0  | 847.7  | 820.3  | 795.1  | 779.2  | 770.1  | 756.9  | 737.2  | 700.7  | 671.5 | 659.8 |       |       |
| Warehousing          | 1044.1 | 1009.0 | 942.8  | 910.9  | 900.4  | 897.1  | 892.0  | 875.8  | 874.8  | 871.7  | 857.7  | 850.1  | 826.7  | 800.2  | 782.0  | 771.2  | 757.3  | 740.2  | 708.5  | 686.6 | 677.3 |       |       |
| Woodworking          | 1243.4 | 1198.5 | 1122.1 | 1088.7 | 1072.7 | 1063.0 | 1062.1 | 1044.4 | 1042.9 | 1038.3 | 1013.3 | 1002.9 | 975.0  | 942.9  | 911.6  | 894.0  | 879.3  | 856.4  | 811.5  | 780.2 | 769.4 |       |       |



# Superior Court of Alameda County Public Portal

26CV195919 EKWOG vs NERY

Civil Limited (Unlawful  
Detainer/Residential...)

Hayward Hall of Justice / DEPT 511 - HON.  
Lupe Garcia

Filed: 06/29/2026

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## Case Summary

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| Date       | Message                                                                                                  | Category   | Download |
|------------|----------------------------------------------------------------------------------------------------------|------------|----------|
| 06/29/2026 | Complaint<br>Filed by: Henry Ekwoge (Plaintiff)<br>As to: Ernesto Nery (Defendant)                       | Document   |          |
| 06/29/2026 | Civil Case Cover Sheet<br>Filed by: Henry Ekwoge (Plaintiff)<br>As to: Ernesto Nery (Defendant)          | Document   |          |
| 06/29/2026 | Summons on Complaint<br>Issued and Filed by: Henry Ekwoge (Plaintiff)<br>As to: Ernesto Nery (Defendant) | Document   |          |
| 06/30/2026 | Notice of Unlawful Detainer mailed 06/30/2026                                                            | Document   |          |
| 06/30/2026 | Case assigned to Hon. Lupe Garcia in Department 511 Hayward Hall of Justice                              | Assignment |          |
| 07/14/2026 | Application for Order to Post<br>Filed by: Henry Ekwoge (Plaintiff)<br>As to: Ernesto Nery (Defendant)   | Document   |          |
| 07/14/2026 | Updated -- Application for Order to Post:<br>Result: Granted<br>Result Date: 07/14/2026                  | Document   |          |
| 07/14/2026 | Order To Post<br>Signed and Filed by: Clerk                                                              | Document   |          |
| 07/14/2026 | Updated -- Order To Post:<br>Status changed from Signed and Filed to Filed                               | Document   |          |

000456

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26CV195919 EKOWOGE vs NERY

Civil Limited (Unlawful Detainer/Residential...)

Hayward Hall of Justice / DEPT 511 - HON. Lupe Garcia

Filed: 06/29/2026

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## Case Summary

[Register of Actions](#)[Participants](#)[eService List](#)

| Date       | Message                                                                                                   | Category   | Download                                                                            |
|------------|-----------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------|
| 06/29/2026 | Complaint<br>Filed by: Henry Ekowoge (Plaintiff)<br>As to: Ernesto Nery (Defendant)                       | Document   |  |
| 06/29/2026 | Civil Case Cover Sheet<br>Filed by: Henry Ekowoge (Plaintiff)<br>As to: Ernesto Nery (Defendant)          | Document   |  |
| 06/29/2026 | Summons on Complaint<br>Issued and Filed by: Henry Ekowoge (Plaintiff)<br>As to: Ernesto Nery (Defendant) | Document   |  |
| 06/30/2026 | Notice of Unlawful Detainer mailed 06/30/2026                                                             | Document   |                                                                                     |
| 06/30/2026 | Case assigned to Hon. Lupe Garcia in Department 511, Hayward Hall of Justice                              | Assignment |                                                                                     |
| 07/14/2026 | Application for Order to Post<br>Filed by: Henry Ekowoge (Plaintiff)<br>As to: Ernesto Nery (Defendant)   | Document   |  |
| 07/14/2026 | Updated -- Application for Order to Post:<br>Result: Granted<br>Result Date: 07/14/2026                   | Document   |  |
| 07/14/2026 | Order To Post<br>Signed and Filed by Clerk                                                                | Document   |  |
| 07/14/2026 | Updated -- Order To Post:<br>Status changed from Signed and Filed to Filed                                | Document   |  |

**000458**



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**Re: EVIDENCE SUBMISSION: Court Judgments, Certificate of Occupancy, & Audio Record — Case No. T25-0199**

1 message

**Valdez, Anali** <AValdez2@oaklandca.gov>

Fri, Jul 31, 2026 at 11:19 AM

To: ernesto nery &lt;ernestonery1@gmail.com&gt;

Cc: "housingdevelopment@oaklandca.gov" &lt;housingdevelopment@oaklandca.gov&gt;, Rent Adjustment Program &lt;RAP@oaklandca.gov&gt;, "Leavitt, Jessica" &lt;JLeavitt2@oaklandca.gov&gt;, "Weinstein, Emily" &lt;EWeinstein@oaklandca.gov&gt;

Hi Ernesto,

Thank you for submitting your statement and exhibits. I wanted to let you know that, unfortunately, neither you nor Mr. Ekwoge consented to electronic service of supporting documents in the petition and response. Because of this, the statement and exhibits must be served via personal service or first-class mail.

Once proper service has been completed, please resubmit a copy of all documents served and a corrected Proof of Service reflecting the appropriate method.

If you have any questions, feel free to reach out.

Warm regards,  
Anali

**Anali Valdez (she/her/ella)**, Program Analyst II**Rent Adjustment Program****Department of Housing & Community Development**

City of Oakland | 250 Frank H. Ogawa Plaza, Oakland, CA 94612

Phone: (510) 219-0083 | Email: avaldez2@oaklandca.gov | <http://www.oaklandca.gov>

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**From:** ernesto nery <ernestonery1@gmail.com>**Sent:** Thursday, July 30, 2026 10:18 PM**To:** Valdez, Anali <AValdez2@oaklandca.gov>; Leavitt, Jessica <JLeavitt2@oaklandca.gov>; Weinstein, Emily <EWeinstein@oaklandca.gov>**Cc:** housingdevelopment@oaklandca.gov <housingdevelopment@oaklandca.gov>; Rent Adjustment Program <RAP@oaklandca.gov>**Subject:** EVIDENCE SUBMISSION: Court Judgments, Certificate of Occupancy, & Audio Record — Case No. T25-0199

Dear Anali Valdez, Ms. Leavitt, and Director Weinstein,

Thank you for the clarification regarding the July 27, 2026, continuance order. In direct response to RAP's instruction to clarify the status of the legal proceedings, I am formally submitting the certified Alameda County Superior Court records and the city property records for this unit.

## 1. Court Filings Do Not Divest RAP of Jurisdiction

The landlord is attempting to mischaracterize a routine procedural order to perpetuate an illegal administrative delay. While the court signed a standard application allowing the landlord to execute service by posting (Case No. 26CV195919), **the Superior Court has issued no stay, no injunction, and no order restricting RAP from moving forward with my petition.**

**000459**

An unserved or newly posted lawsuit does not strip an administrative body of its core regulatory duties. The actual, verified record from the Alameda County Superior Court proves the landlord has consistently failed to establish a legal claim:

- **First Unlawful Detainer (Case No. 25CV160520):** The court officially **vacated** the default judgment on April 9, 2026. The landlord subsequently filed a formal Request for Dismissal of the entire action on April 17, 2026.
- **Second Unlawful Detainer (Case No. 26CV182619):** This matter went to a full court trial on June 11, 2026. The Court found the landlord's notices facially invalid and **entered final judgment in my favor**.
- **Third Attempt (Case No. 26CV195919):** A basic order allowing alternative methods of service is not an adjudication on the merits and has no bearing on RAP's independent statutory jurisdiction.

## 2. Conclusive Proof of Rent Control Coverage (Non-Exempt Status)

I am submitting the official **City of Oakland Certificate of Occupancy (Permit RBC1900657)** issued for this unit. This document conclusively disproves the landlord's prior verbal assertions that the unit qualifies for a "New Construction" exemption:

- **Explicitly a Conversion:** The Project Description explicitly reads: *"Legalize conversion of carport and garage into 829 SF new ADU..."* It does not state the structure was demolished or built from the ground up.
- **Explicit Rent Control Clause:** The City of Oakland's certificate explicitly states at the bottom: *"A re-issued certificate of occupancy is not a new certificate of occupancy for the purposes of exemption from any state or local law that provides protections to residential tenants such as rent control or eviction control."*
- **Landlord's Recorded Admission:** During the February 25, 2026, hearing, the landlord himself explicitly admitted on page 6 of the record: *"It says conversion from a carport to a new ADU."*
- *Recording Available Below;*

*Rent Adjustment Hearing Audio 2026.02.25 T25-0199 812 MacArthur Blvd Unit B Nery v. Ekwoge.m4a*

Under the Oakland Rent Adjustment Ordinance, the "New Construction" exemption strictly excludes units created from the conversion of existing structural spaces. Because this unit is a converted space, it is fully covered by rent control and eviction protections, and must be registered with the RAP registry—which it is not.

## 3. Conclusion & Request for Relief

The landlord cannot produce an active superior court order staying these administrative proceedings. Because the city's own property records and previous trial judgments prove this unit is a covered, non-exempt dwelling space, RAP has zero basis to maintain an administrative halt on my petition.

I request that RAP permanently lift the continuance, reject the owner's unverified exemption claim, and confirm that my formal evidentiary hearing will proceed on **Friday, August 14, 2026, at 10:00 a.m.**

Warm regards,

Ernesto Nery  
812 MacArthur Blvd, Unit B  
ernestonery1@gmail.com

*Attachments:*

*Proof of Service*

- 1. City of Oakland Certificate of Occupancy*
- 2. Certified Alameda Court Judgement*

**000460**

3. *Certified Aameda Court Request for Dismissal*

4. *Audio File and Text Transcript of Hearing*

*MacArthur Blvd Unit B Nery v. Ekwoge.m4a*

5. *Order\_to\_Post*

*Rent Adjustment Hearing Audio 2026.02.25 T25-0199 812*

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On Thu, Jul 30, 2026 at 12:51 PM Valdez, Anali <AValdez2@oaklandca.gov> wrote:

To the parties:

On Monday, July 27, 2026, the RAP issued an Order continuing the Hearing Date from July 29, 2026, to September 22, 2026. The reason for this postponement was the information the RAP received relating to the Unlawful Detainer lawsuit currently still pending between the parties. However, the RAP just received information that there is no currently pending Unlawful Detainer lawsuit between the parties and that the hearing should not have been postponed.

Because of this conflicting information, the RAP is now instructing the parties to provide evidence of the pending lawsuit. The submission must be received by close of business (5:00 p.m.) on Friday, August 7, 2026, and must be also served to the opposing party with a Proof of Service.

If the documents show that there is currently pending Unlawful Detainer lawsuit between the parties, the Hearing scheduled for September 22, 2026, will remain on the calendar.

If the RAP receives no proof of the pending Unlawful Detainer lawsuit, the Hearing will take place on Friday, August 14, 2026, at 10:00 a.m., which is fifteen (15) days from today and seven (7) days after the submission deadline in compliance with the noticing requirements.

Thank you,  
Anali

**Anali Valdez (she/her/ella)**, Program Analyst II

**Rent Adjustment Program**

**Department of Housing & Community Development**

City of Oakland | 250 Frank H. Ogawa Plaza, Oakland, CA 94612

Phone: (510) 219-0083 | Email: [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov) | <http://www.oaklandca.gov>

**000461**

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**Re: T25-0199, Nery v. Ekwoge**

1 message

**Valdez, Anali** <AValdez2@oaklandca.gov>

Wed, Aug 5, 2026 at 4:14 PM

To: "ernestonery1@gmail.com" &lt;ernestonery1@gmail.com&gt;, "hekwoge@yahoo.com" &lt;hekwoge@yahoo.com&gt;

Dear parties:

Upon review of the documents submitted by both parties to the Rent Adjustment Program, it has been confirmed that there is currently pending Unlawful Detainer with the Alameda County Superior Court.

Accordingly, the remote hearing will proceed as originally scheduled on September 22, 2026.

Thank you for your attention to this matter.

Sincerely,

Anali

**Anali Valdez (she/her/ella)**, Program Analyst II**Rent Adjustment Program****Department of Housing & Community Development**

City of Oakland | 250 Frank H. Ogawa Plaza, Oakland, CA 94612

Phone: (510) 219-0083 | Email: [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov) | <http://www.oaklandca.gov>

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**From:** Valdez, Anali <AValdez2@oaklandca.gov>**Sent:** Thursday, July 30, 2026 12:51 PM**To:** [hekwoge@yahoo.com](mailto:hekwoge@yahoo.com) <[hekwoge@yahoo.com](mailto:hekwoge@yahoo.com)>; [ernestonery1@gmail.com](mailto:ernestonery1@gmail.com) <[ernestonery1@gmail.com](mailto:ernestonery1@gmail.com)>**Subject:** T25-0199, Nery v. Ekwoge

To the parties:

On Monday, July 27, 2026, the RAP issued an Order continuing the Hearing Date from July 29, 2026, to September 22, 2026. The reason for this postponement was the information the RAP received relating to the Unlawful Detainer lawsuit currently still pending between the parties. However, the RAP just received information that there is no currently pending Unlawful Detainer lawsuit between the parties and that the hearing should not have been postponed.

Because of this conflicting information, the RAP is now instructing the parties to provide evidence of the pending lawsuit. The submission must be received by close of business (5:00 p.m.) on Friday, August 7, 2026, and must be also served to the opposing party with a Proof of Service.

If the documents show that there is currently pending Unlawful Detainer lawsuit between the parties, the Hearing scheduled for September 22, 2026, will remain on the calendar.

If the RAP receives no proof of the pending Unlawful Detainer lawsuit, the Hearing will take place on Friday, August 14, 2026, at 10:00 a.m., which is fifteen (15) days from today and seven (7) days after the submission deadline in compliance with the noticing requirements.

Thank you,

Anali

**Anali Valdez (she/her/ella)**, Program Analyst II**Rent Adjustment Program****000462**



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**Re: Follow-Up Regarding February 25 Hearing Record and June 2 Proceeding – Case No. T25-0199**

2 messages

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**Valdez, Anali** <AValdez2@oaklandca.gov>  
To: ernesto nery <ernestonery1@gmail.com>  
Cc: Hearings Unit <hearingsunit@oaklandca.gov>

Mon, May 11, 2026 at 1:07 PM

Hi Ernesto,

Thank you for your follow-up questions.

RAP does not have a publicly available ordinance or written regulation that specifically addresses postponements in situations where there is a pending unlawful detainer. However, when the superior court has taken jurisdiction over the same tenancy or unit that is the subject of a RAP petition, the Hearing Officer may use their discretion to postpone the RAP proceeding until the court matter is resolved. This is done to avoid any conflicting determinations between the two processes.

Regarding your question about data or statistics on how often hearings are postponed for this reason, RAP does not track or publish that information.

Best,  
Anali

**Anali Valdez (she/her/ella)**, Program Analyst II  
**Rent Adjustment Program**  
**Department of Housing & Community Development**  
City of Oakland | 250 Frank H. Ogawa Plaza, Oakland, CA 94612  
Phone: (510) 219-0083 | Email: [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov) | <http://www.oaklandca.gov>

---

**From:** ernesto nery <ernestonery1@gmail.com>  
**Sent:** Monday, May 11, 2026 11:40 AM  
**To:** Valdez, Anali <AValdez2@oaklandca.gov>  
**Cc:** Hearings Unit <hearingsunit@oaklandca.gov>; Rent Adjustment Program <RAP@oaklandca.gov>; Webb, Nyila <NWebb@oaklandca.gov>; City Auditor <CityAuditor@oaklandca.gov>  
**Subject:** Re: Follow-Up Regarding February 25 Hearing Record and June 2 Proceeding – Case No. T25-0199

Hi Anali,

Thank you for your response and clarification regarding RAP's decision to postpone the June 2, 2026 hearing in Case No. T25-0199.

For purposes of understanding the procedural basis for the postponement, would you please identify the specific ordinance, regulation, RAP rule, policy, or other authority that RAP is relying upon in determining that the pending unlawful detainer action requires postponement of the RAP proceeding?

Additionally, if available, could you please clarify whether RAP maintains records, data, or statistics regarding hearings postponed or stayed due to pending unlawful detainer litigation, including how frequently this occurs?

I appreciate your time and clarification regarding these procedural questions.

Best,  
Ernesto Nery

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On Mon, May 11, 2026 at 10:12 AM Valdez, Anali <AValdez2@oaklandca.gov> wrote:  
Hi Ernesto,

Thank you for your email and for outlining your concerns.

**000464**

To clarify, when a higher court, such as the Alameda County Superior Court in your pending unlawful detainer, assumes jurisdiction over the tenancy or unit that is the subject of a RAP petition, the Rent Adjustment Program is unable to adjudicate any issues raised in the petition until the superior court matter has fully concluded. Because the superior court has active jurisdiction over the same tenancy, RAP cannot move forward with resolving the exemption issues or any other matters in the petition at this time.

In light of the June 11, 2026 unlawful detainer trial date, the RAP hearing currently scheduled for June 2, 2026, will be postponed. RAP will issue a formal Order providing the new hearing date. Once the superior court case is resolved, the RAP proceeding will move forward so that all parties have the full opportunity to present evidence and arguments.

We understand your desire for clarity regarding the process and appreciate your patience while RAP's ability to proceed remains limited by the superior court's jurisdiction.

Best,  
Anali

**Anali Valdez (she/her/ella)**, Program Analyst II  
**Rent Adjustment Program**  
**Department of Housing & Community Development**  
City of Oakland | 250 Frank H. Ogawa Plaza, Oakland, CA 94612  
Phone: (510) 219-0083 | Email: [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov) | <http://www.oaklandca.gov>

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**From:** ernesto nery <[ernestonery1@gmail.com](mailto:ernestonery1@gmail.com)>  
**Sent:** Saturday, May 9, 2026 4:29 PM  
**To:** Valdez, Anali <[AValdez2@oaklandca.gov](mailto:AValdez2@oaklandca.gov)>  
**Cc:** Rent Adjustment Program <[RAP@oaklandca.gov](mailto:RAP@oaklandca.gov)>; Webb, Nyila <[NWebb@oaklandca.gov](mailto:NWebb@oaklandca.gov)>; Hearings Unit <[hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)>; City Auditor <[CityAuditor@oaklandca.gov](mailto:CityAuditor@oaklandca.gov)>  
**Subject:** Follow-Up Regarding February 25 Hearing Record and June 2 Proceeding – Case No. T25-0199

Dear RAP Staff,  
I have copied the Office of the City Auditor for transparency and recordkeeping purposes. Thank you again for your prior responses and clarification regarding the June 2, 2026 proceeding.  
After reviewing the February 25, 2026 hearing transcript and recording, I remain concerned regarding the procedural handling of the matter and would respectfully request additional clarification.  
At the beginning of the hearing, the Hearing Officer stated on the record that “they all concur that it was a newly constructed building, and based on that, it is exempt from the rent adjustment program,” and further stated that the hearing would be concluded and the petition dismissed.  
However, immediately afterward, I specifically disputed the exemption determination on the record by referencing RAP's published exemption language regarding units “built entirely from the ground up” and “not a result of a conversion or prior residential use.” I also disputed whether the public records and Certificate of Occupancy supported the conclusion that the structure had been demolished rather than converted.  
As reflected in the transcript, these issues were actively disputed and were not conceded by me during the proceeding.  
Additionally, I have now received notice that the unlawful detainer trial is currently scheduled for June 11, 2026, which is after the presently scheduled June 2 RAP hearing date.  
Given these circumstances, I respectfully remain unclear as to:  
what specific issues RAP believes cannot presently proceed to adjudication prior to the unlawful detainer trial;  
what procedural standard governs whether the hearing proceeds versus being continued again;  
and how parties can meaningfully prepare for and present evidence if the matter may repeatedly be deferred despite RAP-specific exemption issues remaining unresolved.  
I also respectfully note that RAP's mission statement references fostering communication and understanding between tenants and landlords. At this stage, I remain concerned that my objections and arguments regarding the exemption issue were not meaningfully addressed during the February proceeding despite being raised on the record.

I would also respectfully request that future responses maintain the same copied recipients included in my correspondence. I have included additional parties in these communications because I am seeking clarification regarding the procedural handling of this matter and believe it is important to maintain continuity and transparency in the communications and administrative record.  
Thank you again for your attention to these concerns and for clarifying the intended procedural path moving forward.  
With warm regards,  
Ernesto Nery  
Case No. T25-0199

On Thu, May 7, 2026, 3:00 PM Valdez, Anali <[AValdez2@oaklandca.gov](mailto:AValdez2@oaklandca.gov)> wrote:  
Hi Ernesto,

**000465**

Thank you for your email.

The June 2, 2026 proceeding is currently scheduled to allow both parties an opportunity to present arguments and evidence. We continue to ask that you keep us updated on the status of the unlawful detainer, including any upcoming trial dates or developments. If the Hearing Officer determines that the hearing cannot go forward due to the pending court matter, it will be rescheduled. The opportunity to fully present and adjudicate the issues will occur when a hearing can proceed in full.

Thank you for your continued patience.

Sincerely,  
Anali

**Anali Valdez (she/her/ella)**, Program Analyst II  
**Rent Adjustment Program**  
**Department of Housing & Community Development**  
City of Oakland | 250 Frank H. Ogawa Plaza, Oakland, CA 94612  
Phone: (510) 219-0083 | Email: [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov) | <http://www.oaklandca.gov>

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**From:** ernesto nery <[ernestonery1@gmail.com](mailto:ernestonery1@gmail.com)>  
**Sent:** Thursday, May 7, 2026 2:23 PM  
**To:** Webb, Nyila <[NWebb@oaklandca.gov](mailto:NWebb@oaklandca.gov)>; Valdez, Anali <[AValdez2@oaklandca.gov](mailto:AValdez2@oaklandca.gov)>  
**Cc:** Rent Adjustment Program <[RAP@oaklandca.gov](mailto:RAP@oaklandca.gov)>; Hearings Unit <[hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)>  
**Subject:** Clarification Regarding Scope of June 2 RAP Proceeding – Case No. T25-0199

Dear RAP Staff,

Thank you for your response and clarification that no determination regarding the exemption has yet been made.

I would respectfully request clarification regarding the intended scope of the June 2, 2026 proceeding. Based on the March 12 Order and recent correspondence, I am unclear whether the June 2 proceeding is intended to address the merits of the disputed exemption issues, or solely whether the matter should be continued pending resolution of the unlawful detainer action.

I raise this concern because the exemption issues involve RAP-specific questions that may not necessarily be fully adjudicated within the unlawful detainer proceeding.

I would also respectfully note that I prepared for the initial RAP hearing and waited several months for the scheduled proceeding, only to be advised during the hearing that I would not meaningfully be permitted to present my arguments regarding the disputed exemption issues.

In your response, you indicated that “the parties will have an opportunity to present evidence and arguments” if the issues remain unresolved following the unlawful detainer matter. However, this leaves me unclear as to why that opportunity was not provided during the February proceeding, and what procedural distinction makes the June 2 proceeding different from the prior hearing.

As a result, I remain concerned about whether the June 2 proceeding will provide a meaningful opportunity to present evidence and arguments, or whether the matter may simply be continued again without adjudication of the RAP-specific issues.

Thank you for your clarification and attention to these concerns.

Sincerely,

Ernesto Nery  
Case No. T25-0199

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

From: **Valdez, Anali** <[AValdez2@oaklandca.gov](mailto:AValdez2@oaklandca.gov)>  
Date: Thu, May 7, 2026 at 11:59 AM  
Subject: Re: Concerns Regarding Procedural Fairness and Clarification of Record – Case No. T25-0199  
To: ernesto nery <[ernestonery1@gmail.com](mailto:ernestonery1@gmail.com)>

Hi Ernesto,

**000466**



Thank you for your message and for sharing your concerns. In response to your three questions:

1. There has not been a determination in this matter regarding the exemption.
2. If this issue and any other issue regarding this tenancy remain unresolved after the conclusion of the unlawful detainer lawsuit, then a hearing will be scheduled and the parties will have an opportunity to present evidence and arguments as to these pending issues, including the exemption issue.
3. An objection can be made on the record at the time of the hearing and, after the Hearing Decision is issued, any party may appeal the final decision.

Sincerely,  
Anali

**Anali Valdez (she/her/ella)**, Program Analyst II  
**Rent Adjustment Program**  
**Department of Housing & Community Development**  
City of Oakland | 250 Frank H. Ogawa Plaza, Oakland, CA 94612  
Phone: (510) 219-0083 | Email: [avaldez2@oaklandca.gov](mailto:avaldez2@oaklandca.gov) | <http://www.oaklandca.gov>

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**From:** ernesto nery <[ernestonery1@gmail.com](mailto:ernestonery1@gmail.com)>  
**Sent:** Thursday, May 7, 2026 8:33 AM  
**To:** Webb, Nyila <[NWebb@oaklandca.gov](mailto:NWebb@oaklandca.gov)>  
**Cc:** Hearings Unit <[hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)>; Valdez, Anali <[AValdez2@oaklandca.gov](mailto:AValdez2@oaklandca.gov)>; Rent Adjustment Program <[RAP@oaklandca.gov](mailto:RAP@oaklandca.gov)>  
**Subject:** Concerns Regarding Procedural Fairness and Clarification of Record – Case No. T25-0199

Dear Ms. Webb and RAP Staff,

I am writing regarding RAP Case No. T25-0199, Nery v. Ekwoke, to respectfully express concerns regarding procedural fairness and the handling of disputed issues relating to exemption status.

The City of Oakland's Hearings, Mediations, and Appeals materials state that "Both parties will have time to present documents and arguments to the Hearing Officer." During the initial RAP hearing/meeting, I do not believe I was given a meaningful opportunity to fully present my arguments and evidence regarding whether the subject unit qualifies for exemption under the Rent Adjustment Ordinance. These issues remain central to the RAP petition and are actively disputed.

One of the reasons provided for limiting my ability to present arguments was the existence of a judgment in the related unlawful detainer matter. However, I was not given a meaningful opportunity to explain that there were pending motions and ongoing proceedings relating to that matter, which could affect or supersede prior rulings and procedural posture.

Additionally, RAP's Tenant Guide states that "The hearing officer will make sure that you get a chance to present the parts of your story..." Unfortunately, this was not my experience during the RAP hearing. Since that time, I was also successful in the first trial proceedings relating to the tenancy matter.

Following the issuance of the March 12, 2026 Order to Continue and New Hearing Date, I submitted an appeal request and was advised that I could not appeal because no final decision had been made.

At the same time, the Oakland Auditor's 2016 Rent Adjustment Program Performance Audit notes that the RAP appeals process "ensures an open and transparent process and allows for the appropriate scrutiny of tenants and landlords." The audit further recognizes that "[g]rounds for appeal range from insufficient opportunity to present arguments and inconsistencies in the application of Rent Board regulations to cases decided on sparse evidence or that raise new policy issues."

These circumstances raise concerns regarding the lack of an available procedural mechanism for review or objection where disputed issues have been characterized in the record, but no final decision has been issued.

At the same time, the Order appears to characterize disputed exemption issues as established facts while also continuing the matter pending the unlawful detainer proceeding. I have further been advised that the June 2, 2026 hearing may either be postponed again if the court matter continues, or potentially cancelled if the court matter concludes.

This leaves me uncertain as to when, or whether, I will receive a meaningful opportunity to fully present and adjudicate the disputed RAP exemption issues, particularly where those issues may not be fully resolved within the unlawful detainer proceeding.

I respectfully request clarification regarding:

000467

- Whether the exemption issues remain formally disputed and unresolved;
- Whether I will be provided a full opportunity to present arguments and evidence on these issues; and
- What procedural avenue exists for review or objection where no appeal is currently permitted.

I appreciate your time and attention to these concerns and respectfully request that this correspondence be included in the administrative record for this matter.

Sincerely,

Ernesto Nery  
Case No. T25-0199

**ernesto nery** <ernestonery1@gmail.com>  
Draft To: "Valdez, Anali" <AValdez2@oaklandca.gov>

Mon, May 11, 2026 at 4:25 PM

Dear Ms. Valdez and Hearings Unit,

Thank you for your responses regarding the postponement of the RAP proceeding related to Case No. T25-0199.

I respectfully submit this email as a procedural objection to the postponement of the RAP hearing and request that this objection be preserved as part of the administrative record.

As stated in your recent correspondence, RAP does not have a publicly available ordinance or written regulation specifically addressing postponements based on the existence of a pending unlawful detainer proceeding. At the same time, I understand that RAP regulations generally allow postponements for "good cause shown" and in the interests of justice.

Given this, I respectfully request clarification regarding the following:

1. What specific procedural authority or regulation was relied upon in postponing the RAP matter;
2. Whether a formal finding of "good cause" was made on the record;
3. Whether the postponement was requested by a party or initiated sua sponte;
4. Whether a written procedural determination or order exists regarding the postponement;
5. How the pending unlawful detainer proceeding prevents adjudication of the RAP exemption-related issues currently before the Program.

I also respectfully note my concern that the postponement effectively delays adjudication while simultaneously leaving no available appeal mechanism because no final decision has yet been issued.

Additionally, I request clarification regarding what mechanism, if any, exists to seek review or reconsideration of procedural postponement determinations made prior to a final RAP decision.

I also respectfully seek clarification regarding the extent to which the pending unlawful detainer proceeding and the RAP exemption issues are considered legally overlapping for purposes of postponement.

My understanding is that the Superior Court unlawful detainer action concerns possession and eviction-related issues, while the RAP matter concerns exemption status and applicability of Oakland's Rent Adjustment Ordinance. Although the matters may involve overlapping facts or the same tenancy, it is unclear to me how adjudication of the RAP exemption issue would improperly interfere with the Court's determination in the unlawful detainer proceeding, or vice versa.

Specifically, I respectfully question whether:

- a RAP determination that the property is exempt would necessarily determine the outcome of the unlawful detainer action; or
- a RAP determination that the property is not exempt would necessarily control the Court's ruling regarding possession or eviction.

Given these distinctions, I respectfully request clarification regarding the specific legal or procedural basis for concluding that the RAP matter cannot proceed while the unlawful detainer case remains pending.

This email is not intended to be adversarial. I am simply attempting to understand the procedural basis for the postponement and preserve my objection and concerns regarding the process.

Thank you for your time and clarification.

Sincerely,

Ernesto Nery

[Quoted text hidden]

**000468**

|                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                             |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| ATTORNEY (Name and Address):<br><b>Ernesto Nery</b><br><b>812 MacArthur Blvd Unit B</b><br><b>Oakland, CA 94610</b><br><br>EMAIL:<br><br>ATTORNEY FOR: <b>In Propria Persona</b><br>NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY:<br><br><b>HAYWARD HALL OF JUSTICE</b><br><b>24405 AMADOR STREET</b><br><b>HAYWARD, CA 94544</b> |  | FOR COURT USE ONLY<br><br><div style="text-align: center;"> <b>FILED</b><br/> <b>ALAMEDA COUNTY</b><br/> <b>AUG 21 2026</b> </div> CLERK OF THE COURT<br>By <u>Abigail Castaneda</u> Deputy |  |
| PLAINTIFF:<br><b>Ernesto Nery</b><br><br>DEFENDANT:<br><b>City of Oakland Rent Adjustment Program</b>                                                                                                                                                                                                                                         |  | COURT CASE NO:<br><br><b>26CV203899</b>                                                                                                                                                     |  |
| <div style="text-align: center;"><b>Proof of Service of Summons</b></div>                                                                                                                                                                                                                                                                     |  | LEVYING OFFICER FILE NO:<br><br><b>2026004577</b>                                                                                                                                           |  |

1. At the time of the service I was at least 18 years of age and not a party to this action.
2. I served copies of the:
  - f. other (specify documents):  
**NOTICE OF CASE MANAGEMENT CONFERENCE, PETITION FOR WRIT OF TRADITIONAL MANDATE, Summons (SUM-100)**
3. a. Party Served (specify name of party as shown on documents served):  

**City of Oakland Rent Adjustment Program**

  - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):  

**Victor Ramirez/Rent Adjustment Program Mgr**
4. Address where party was served: **250 Frank H Ogawa Plz Ste 5313  
Rent Adjustment Program Office  
Oakland, CA 94612**
5. I served the party:
  - d. by other means.  
**SERVED at 250 Frank H Ogawa plz ste 6301.**
7. Person who served the papers:
  - a. Name: **S. Ahmed, Deputy**
  - b. Address: **Sheriff Civil Division, 1225 Fallon Street #104, Oakland, CA 94612**
  - c. Telephone number: **(510) 272-6910**
  - d. The fee for service was: **\$50.00 (Waiver)**
9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: Thursday, August 20, 2026

by:

Sheriff's Authorized Agent  
 Yesenia L Sanchez

AUG 21 2026



CITY OF OAKLAND



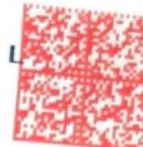
HOUSING AND COMMUNITY DEVELOPMENT  
DEPARTMENT

RENT ADJUSTMENT PROGRAM  
250 FRANK H. OGAWA PLAZA, SUITE 5313  
OAKLAND, CA 94612-0234

OAKLAND CA 945

20 AUG 2026PM 7 L

FIRST-CLASS



US POSTAGE



ZIP 94612  
02 7W  
0008044856 AUG 19 2026  
\$ 000.78<sup>0</sup>

Ernesto Nery  
812 MacArthur Blvd Apt B  
Oakland, CA 94610

94610-382712



000470





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

Housing and Community Development Department  
Rent Adjustment Program

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

## **ADMINISTRATIVE DECISION**

**CASE NUMBER & NAME:** T25-0199, Nery v. Ekwoqe  
**PROPERTY ADDRESS:** 812 MacArthur Blvd., Unit B, Oakland, California  
**DATE OF DECISION:** August 18, 2026  
**PARTIES:** Ernesto Nery, Tenant  
Henry and Stella Ekwoqe, Owners

### **BACKGROUND**

Tenant Ernesto Nery filed a *Tenant Petition* on December 2, 2025, alleging a decrease in housing services regarding the internet service, unreliable heater, and a hostile environment created by the owner by going through the tenant's trash to sort recyclables and waste. The petition also disputes a single rent increase from \$0.00 to \$4,300.00 per month on June 30, 2023, alleging that (1) the owner was not permitted to set the initial rent of \$4,300.00 at the time the tenant moved into the unit on June 30, 2023; (2) that the tenant is unlawfully being charged for utilities; (3) that the tenant never received the notice of the existence of the Rent Adjustment Program (RAP Notice); and (4) that the owner failed to comply with the registry requirement. The tenant signed his petition under penalty of perjury on December 2, 2025.

On January 27, 2026, the owners Henry and Stella Ekwoqe filed a *Property Owner Response to Tenant Petition*. The response alleged that the subject unit is exempt from the Rent Adjustment Ordinance as a newly constructed ADU that received a Certificate of Occupancy after January 1, 1983. A copy of the Certificate of Occupancy issued by the City of Oakland Planning and Building Department on January 24, 2023, was submitted along with the owner's response.<sup>1</sup> The owner signed the response under penalty of perjury on January 24, 2026.

### **REASON FOR ADMINISTRATIVE DECISION**

An Administrative Decision is a decision issued without a Hearing. The purpose of a Hearing is to allow resolution of disputes of material facts. However, in this case,

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<sup>1</sup> A Certificate of Occupancy, issued on 1/24/2023, Permit RBC1900657 to "legalize conversion of carport and garage into 829SF new ADU. The existing SFD is now designated as Unit A and the new ADU as Unit B."

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 is now being issued.

### Jurisdiction

The Rent Adjustment Ordinance exempts dwelling units which were newly constructed and received a Certificate of Occupancy on or after January 1, 1983.<sup>2</sup> To qualify as a newly constructed dwelling unit, the dwelling unit must be entirely newly constructed OR created from space that was formerly entirely nonresidential.<sup>3</sup> This exemption includes legal conversions of uninhabited spaces, such as garages, attics, basements, and former commercial spaces.<sup>4</sup>

The Certificate of Occupancy for the subject unit, Unit B, was issued on January 24, 2023, which is after January 1, 1983. The Certificate of Occupancy states that the permit was issued for "Legalize conversion of carport and garage into 829 SF new ADU with 2 bedrooms at rear...new ADU to be Unit B". This document was submitted to the RAP by both parties separately, one copy was submitted by the tenant and one copy by the owners. The Tenant also submitted "Certified 1976 Structural Engineering Blueprints & Site Plans" and "City of Oakland Stamped Plan Revisions" that consistently demonstrate that the space where the new ADU (Unit B) was constructed was previously a carport and garage.

On February 25, 2025, at 10:00 am, parties appeared for the Settlement Conference and discussed the issues in this matter, including the potential exemption of this unit based on the January 24, 2023, Certificate of Occupancy. Specifically, the parties discussed the conversion of the unit from a non-residential carport to a new residential ADU. The tenant argued that the RAP's website states that if the property is created as a result of conversion, it is not exempt.

The evidence provided by both parties demonstrates that the new ADU was newly constructed by converting an uninhabited space (carport and garage), into new residential Unit B. The tenant relied on the fact that "conversion" automatically means that the unit is not exempt if it was converted from an existing space. However, as stated above, a non-residential structure that is converted to a residential unit qualifies as a new construction if the Certificate of Occupancy was issued after January 1, 1983.

*Based on the date and information on the Certificate of Occupancy, the new ADU - Unit B - is exempt from the Rent Adjustment Ordinance. Therefore, the Rent Adjustment Program (RAP) does not have jurisdiction over the subject unit and cannot address any issues raised in the Tenant Petition.*

///

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<sup>2</sup> O.M.C. §8.22.030.A.5

<sup>3</sup> *Id.* (emphasis added)

<sup>4</sup> RAP Regulations 8.22.030.B.2



### Unit Also Exempt from RAP Registry and RAP Fee

The tenant also alleged in his petition that the owners failed to register the subject unit with the RAP.

The Rent Adjustment Ordinance requires registration with the RAP of all units that are covered by the Rent Adjustment Ordinance and/or Just Cause for Eviction Ordinance.<sup>5</sup> Additionally, the Rent Program Service Fee is to be "charged...against any residential rental units that are either covered units or are covered by the Just Cause for Eviction Ordinance."<sup>6</sup> If the unit is exempt from both Ordinances, the owners are not required to register the exempt unit with the RAP and are not required to pay the RAP fee.

The Just Cause for Eviction Ordinance applies to all residential rental units with limited exemptions. The new construction exemption applies to units with Certificates of Occupancy issued within the past 10 years. Conversions are also exempt with the exception of conversions of existing residential or commercial space.<sup>7</sup>

In this case, the Certificate of Occupancy was issued on January 24, 2023, which is less than ten (10) years ago. This new ADU was created as a result of legal conversion of carport and garage, a non-residential space, and not by converting an existing residential or commercial space. Therefore, the subject unit is also exempt from the Just Cause for Eviction Ordinance.

Because the subject unit is exempt from both the Rent Adjustment Ordinance and the Just Cause for Eviction Ordinance, it is not subject to the Rent Registration.<sup>8</sup> Therefore, the Rent Program Service fee does not apply to this Unit.

### ORDER

1. Tenant Petition T25-0199 is dismissed for lack of jurisdiction.
2. The Remote Hearing scheduled for September 22, 2026, is cancelled.

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

Dated: August 18, 2026

*Linda Moroz*

Linda Moroz, Hearing Officer  
Rent Adjustment Program

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<sup>5</sup> O.M.C. §8.22.510

<sup>6</sup> O.M.C. §8.22.500

<sup>7</sup> O.M.C. §8.22.350(H)

<sup>8</sup> Even though the subject unit is exempt from the Rent Registration, the owners registered Unit B with the RAP online on August 3, 2026.

**PROOF OF SERVICE**  
**Case Number: T25-0199**  
**Case Name: Nery v. Ekwoge**

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

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

**Documents Included:**

Administrative Decision

**Owner**

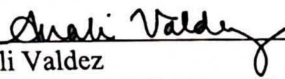
Henry Ekwoge  
812 MacArthur Blvd  
Oakland, CA 94610

**Tenant**

Ernesto Nery  
812 MacArthur Blvd Apt B  
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 19, 2026** in Oakland, California.

  
\_\_\_\_\_  
Anali Valdez  
Oakland Rent Adjustment Program



## **Rent Board Training**

**Capital Improvements (CI) &  
Decreased Housing Services (DHS)**

**Kent Qian, Deputy City Attorney  
Oliver Luby, Deputy City Attorney**



## Use a Four-Step Test

**1** Identify work

**2** Apply CI standards

**3** Analyze exclusions

**4** Determine allowable costs

### **378 Grand, L19-0159**

Board remanded discrete issues: gold plating, permitting, notice, allocation, and evidentiary support.

# Qualification First



Adds value: Materially adds to the unit or building.



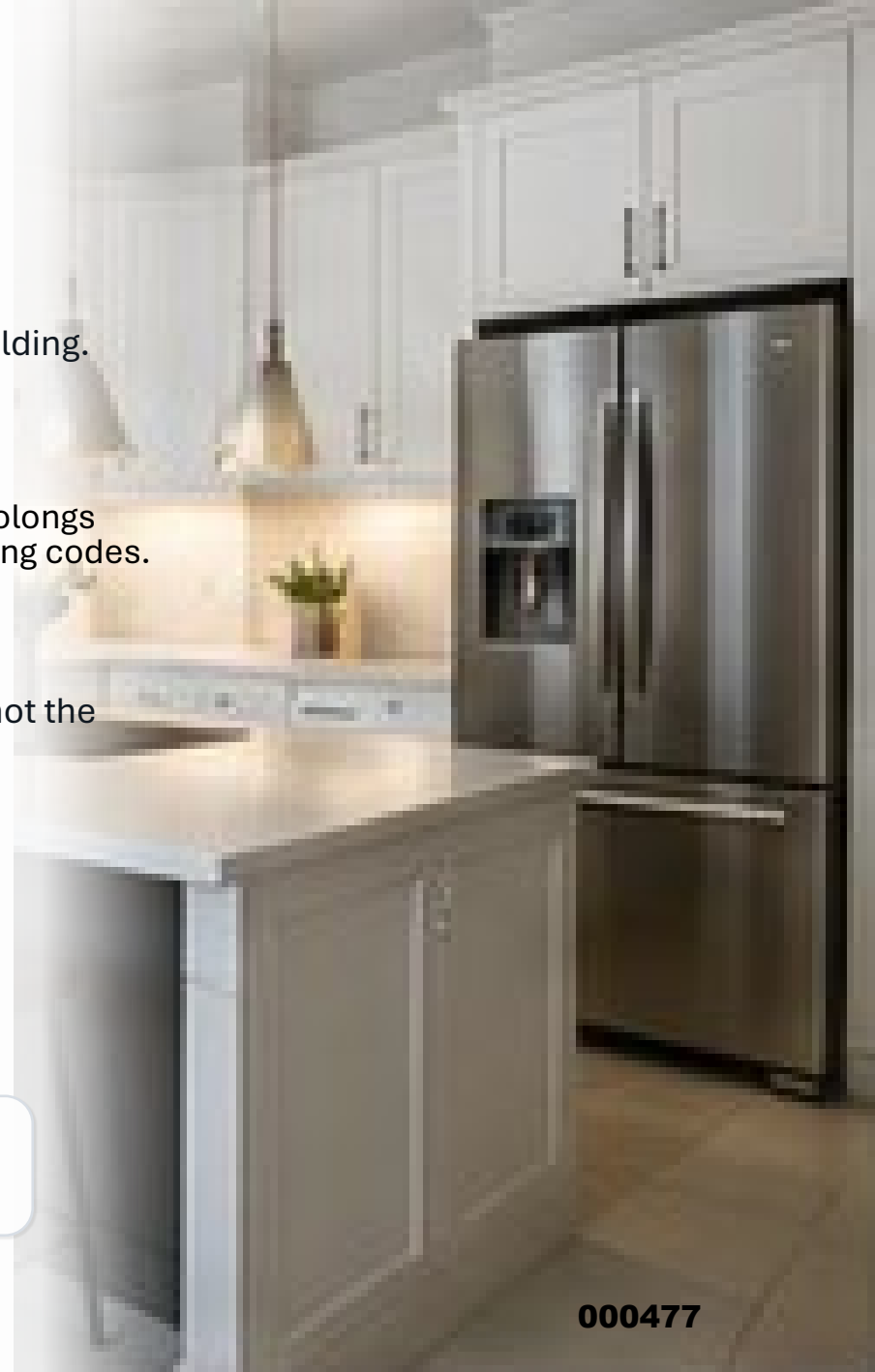
Extends life or adapts to code: Appreciably prolongs useful life or adapts the property to new building codes.



Benefits tenant: Primarily benefits tenants, not the owner.

## Sequence

Apply the CI definition before moving to exclusions.



# Analyze Exclusions Separately

x

Priority 1/2 conditions

x

**Deferred maintenance**

x

Gold plating

x

Routine maintenance

x

Reimbursement / subsidies

## Deferred maintenance

Exclude only work or costs that could have been avoided through timely repair.



## Repairs Can Qualify

- 1 **Repair is not a categorical bar.**
- 2 Replacement items may qualify when they meet the CI standards.
- 3 Then ask whether a specific exclusion applies.

### **Watling, L25-0072**

Board remanded for the Hearing Officer to apply the CI regulation, not rely on habitability or routine-maintenance labels.



## Priority 1/2 Conditions

### Listed condition

Not every habitability or Housing Code issue qualifies.

Cited/Citable and Not Tenant Created

Not tenant-created; cited or would be cited.

### Notice

Owner had notice or knowledge.

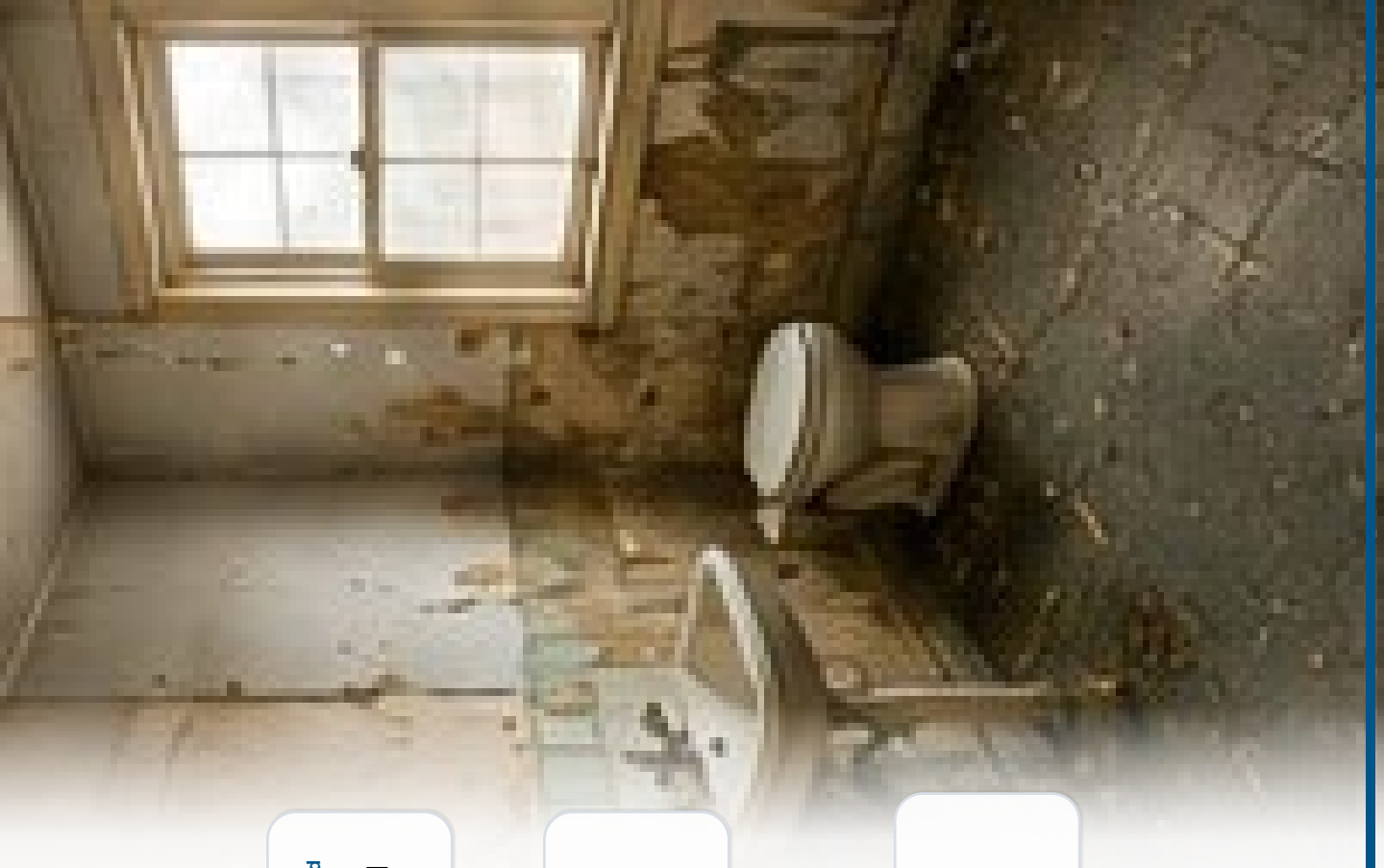
### Delay

Owner failed to repair within reasonable time.

### Separate exclusion

Separate from deferred maintenance and other CI exclusions.

000480



# Applying an Older Framework

## Older framework

**Priority 1:** immediate abatement  
**Priority 2:** correction period could be deferred by agreement with Code Enforcement  
Inspector-set deadline governed when a citation specified one.

≠

## Current enforcement

Notice of Violation  
Order to Abate  
30-day correction period

## No actual citation

Tenant may prove the condition would have been cited.  
If no inspector deadline: 90 days, or 15 business days for an immediate threat.  
Current Building NOVs generally use 30 days.  
Reg. 8.22.070.C.a(2)(4)(a)(iv)(b)

# DHS Is Service Loss

?

What housing service did the tenant receive?

Δ

What changed?

## Actual service

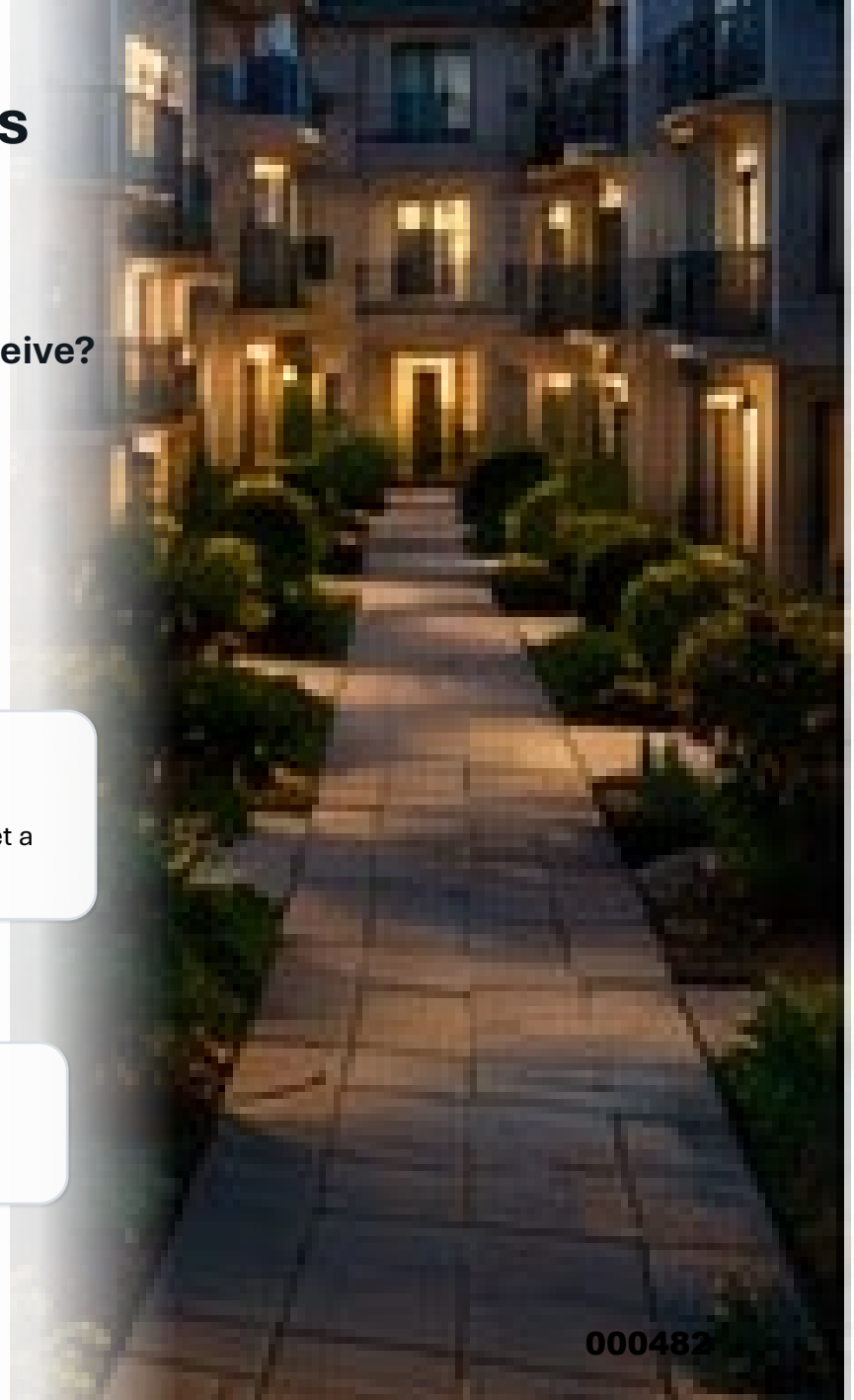
Lease, testimony, billing,  
and course of conduct.

## Legal minimum

Civil Code § 1941.1 may set a  
baseline.

## Non-obvious service

One-for-one roommate replacement.





# Temporary Repair and DHS

## Golden Gateway

Reasonably necessary, temporary repair interference does not automatically require a DHS reduction.

## Aguirre, T19-0011

Oakland Board denied DHS during deck repair because the loss was temporary and not unreasonably delayed.



Look at necessity, duration, delay, service affected, and actual residential impact.



# Valuation Needs Findings

1

Identify the service reduced.

2

Value the reduction.

3

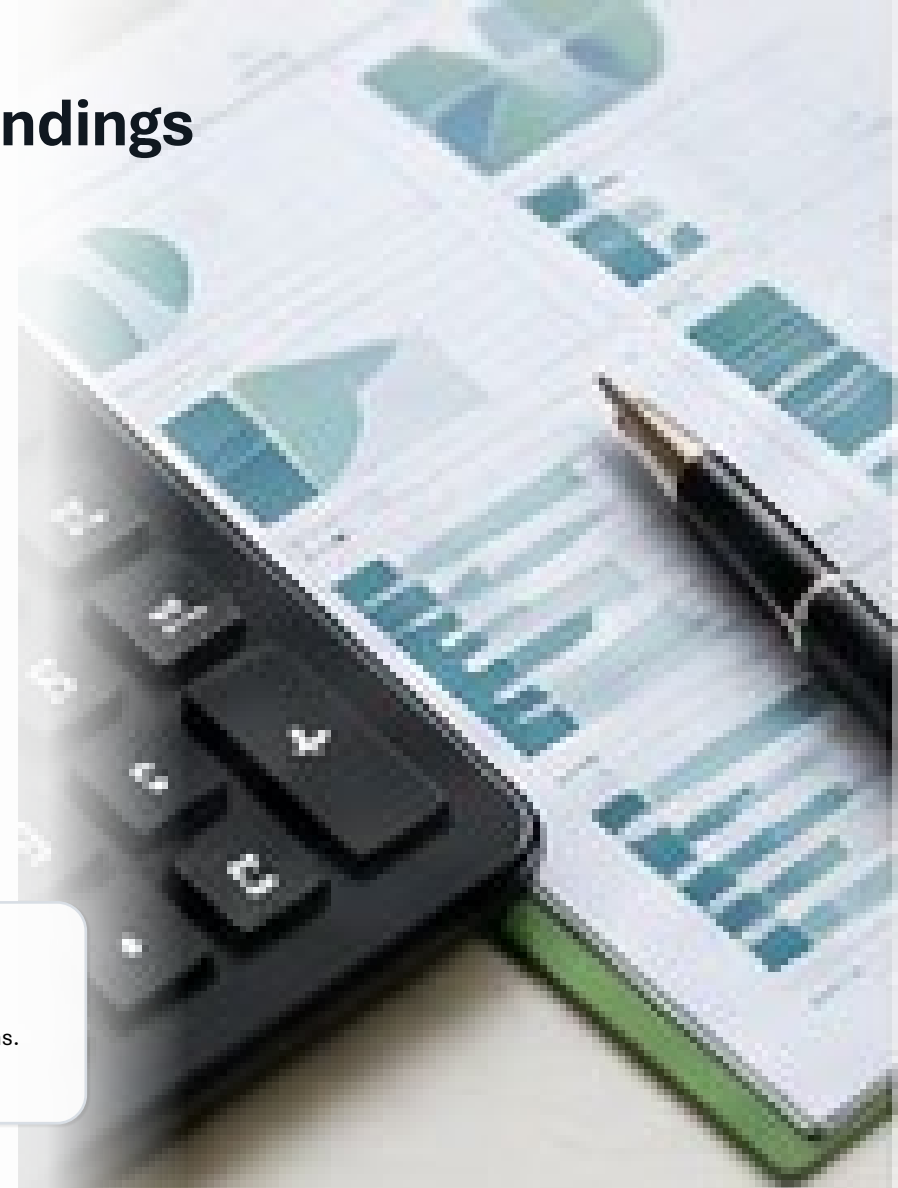
Tie the amount to the loss period.

## Oakland

Case-specific findings. No formal schedule.

## Santa Monica

Formal ranges for some conditions.  
Comparison only.



# Meter Structure Matters

## Separately metered

Who paid at tenancy start? What changed?

## Shared meter

Dividing a shared bill is treated differently.

## What Matters

Meter configuration, historical payment, tenancy-start arrangement.



## Restoration Restores Rent



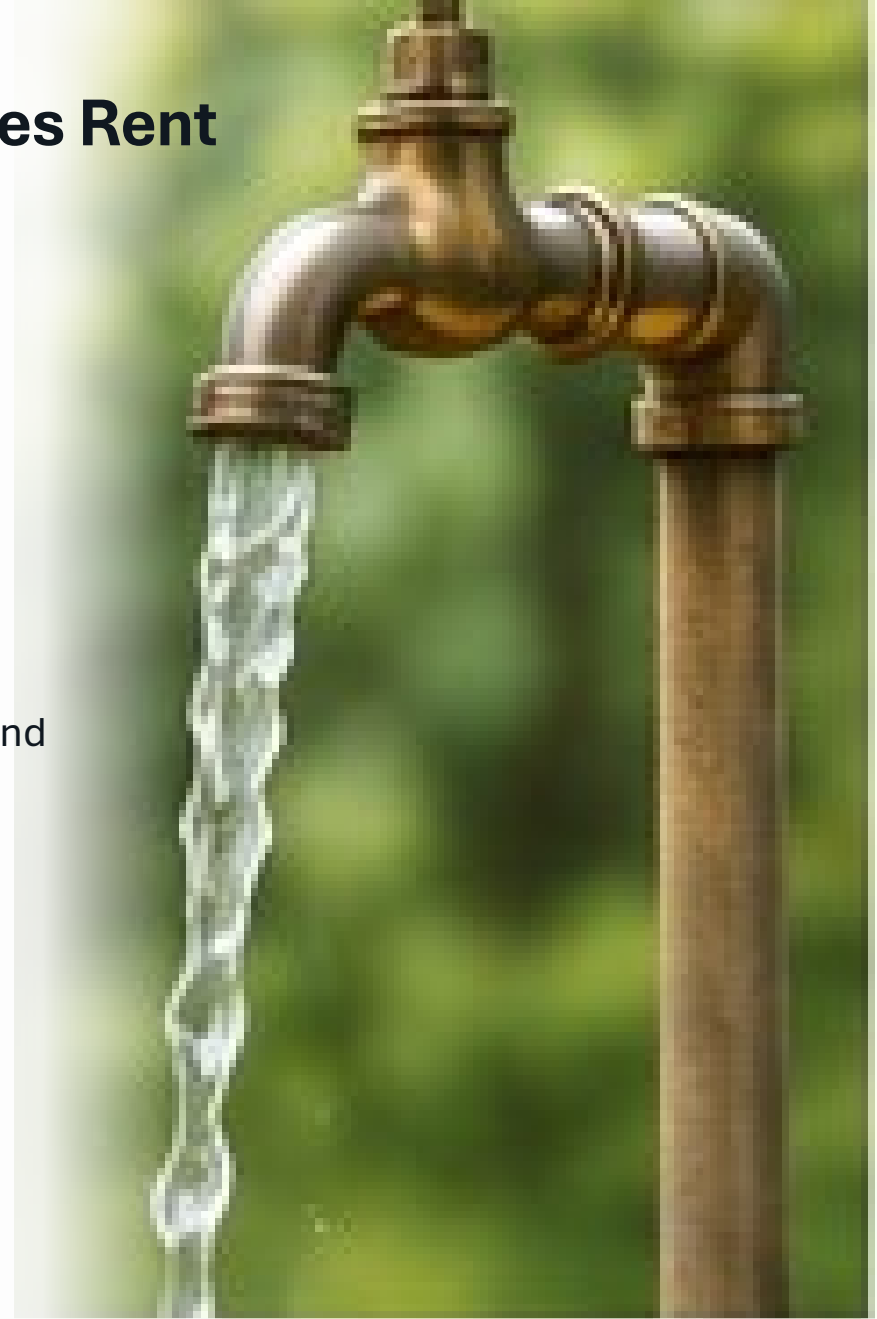
Service restored.



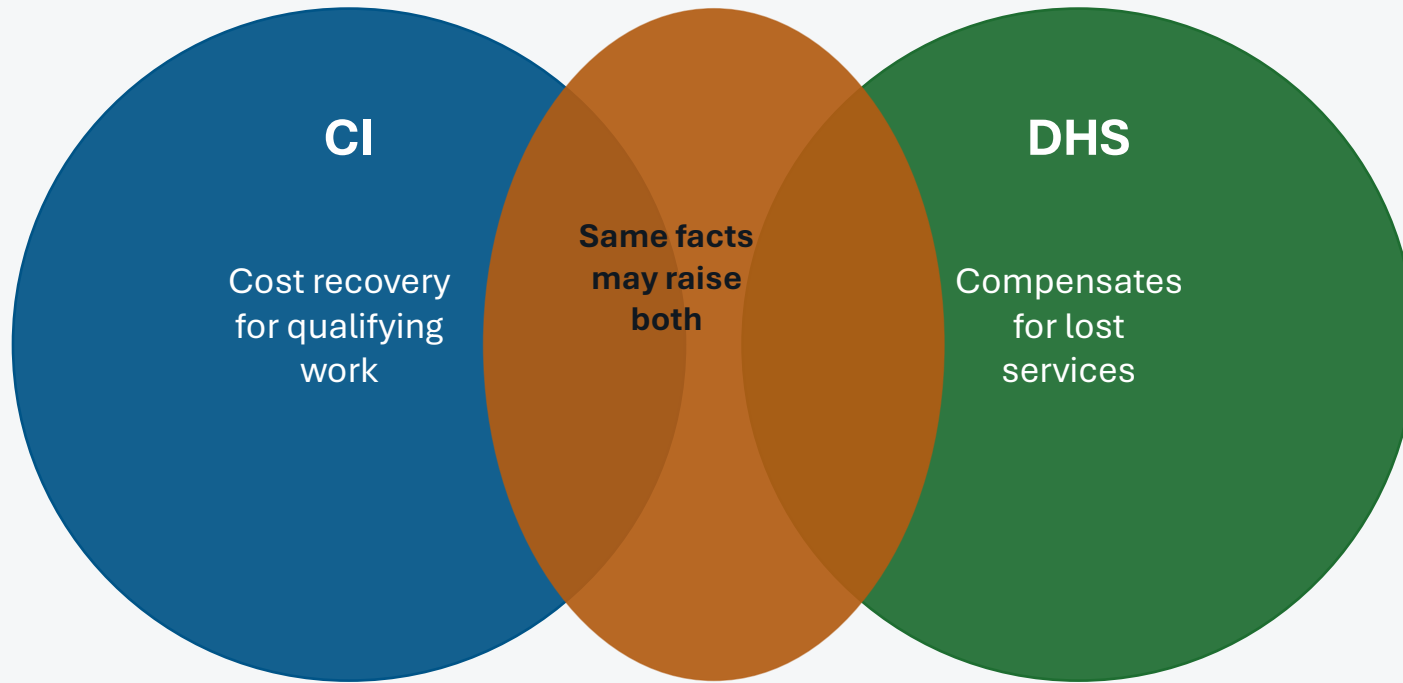
Owner may restore the DHS amount.



Decision should state dates, amount, and lawful rent.



# CI and DHS Can Coexist



## Separate findings

Do not infer DHS merely because CI work temporarily affected use.

## Separate Roof from Leak

### Replacement roof

May remain CI under the deferred-maintenance example.

### Interior damage

Ceiling or wall repairs caused by delay are not CI.

### Priority 1/2 still separate

A leaky roof is listed as Priority 2, so that exclusion requires its own analysis.



## Roof Hypo: CI and Exclusions

Owner replaces a leaking roof. Tenant says it leaked for years.

?

Age, condition, useful life

?

Notice, response, and delay

?

Need for replacement even with timely repair

?

Avoidable consequential work

### Answer

Next slide



## Pelly v. Tenants

1

### HO denial

Leaks, lack of diligence, deferred maintenance.

2

### Board direction

“The reroofing is a capital improvement.”

3

### Limit

Decision does not address separate Priority 1/2 exclusion.





# Roof Hypo: DHS

## Before repair

Did water intrusion reduce a housing service?

## During repair

Reasonably necessary and temporary, or prolonged and disruptive?

## Golden Gateway

Temporary repair interference is not automatically compensable.



# Decision Framework

## CI claim

1. Identify the work
2. Apply the CI definition
3. Apply each exclusion
4. Allocate costs where supported

## DHS claim

1. Identify the service loss
2. Determine value and duration
3. Make findings
4. Apply Golden Gateway if repair-related