

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD SPECIAL MEETING
February 9, 2023
5:00 P.M.
Meeting Will Be Conducted Via Zoom**

AGENDA

PUBLIC PARTICIPATION

The public may observe and/or participate in this meeting in many ways.

OBSERVE:

• To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10

• To observe the meeting by video conference, please click on the link below:
When: Feb 9, 2023 5:00 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82604638173>

Or One tap mobile :

US: +16699009128,,82604638173# or +16694449171,,82604638173#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 669 444 9171 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656

Webinar ID: 826 0463 8173

International numbers available: <https://us02web.zoom.us/j/82604638173>

COMMENT:

There are two ways to submit public comments.

• To comment by Zoom video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Instructions on how to “Raise Your Hand” are available [here](#).

• To comment by phone, please call on one of the above listed phone numbers. You will be prompted to “Raise Your Hand” by pressing “*9” to speak when Public Comment is taken. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Please unmute yourself by pressing “*6”.

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

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
 - a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.
4. CONSENT ITEMS
 - a. Renewal: Adoption of AB 361 Resolution (pp. 4-6)
 - b. Approval of Board Minutes, 1/26/2023 (pp. 7-11)
5. APPEALS*
 - a. T22-0078, Bolanos v. Wu (pp. 12-111)
6. INFORMATION AND ANNOUNCEMENTS
7. SCHEDULING AND REPORTS
 - a. Return to In-Person Meetings
8. OPEN FORUM
9. ADJOURNMENT

Note: Appeal parties do not need to comment on their case during public comment or open forum.

**Staff appeal summaries will be available on the Rent Adjustment Program's website and the City Clerk's office at least 48 hours prior to the meeting pursuant to O.M.C. 2.20.070.B and 2.20.090*

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

Accessibility:

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

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en Español, Cantones, Mandarín o de lenguaje de señas (ASL) por

favor envíe un correo electrónico a RAP@oaklandca.gov o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

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

OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD (HRRRB)

RESOLUTION NO. _____

ADOPT A RESOLUTION DETERMINING THAT CONDUCTING IN-PERSON MEETINGS OF THE HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD (HRRRB) AND ITS COMMITTEES WOULD PRESENT IMMINENT RISKS TO ATTENDEES' HEALTH, AND ELECTING TO CONTINUE CONDUCTING MEETINGS USING TELECONFERENCING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 54953(e), A PROVISION OF AB-361.

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency related to COVID-19, pursuant to Government Code Section 8625, and such declaration has not been lifted or rescinded. See <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf>; and

WHEREAS, on March 9, 2020, the City Administrator in their capacity as the Director of the Emergency Operations Center (EOC), issued a proclamation of local emergency due to the spread of COVID-19 in Oakland, and on March 12, 2020, the City Council passed Resolution No. 88075 C.M.S. ratifying the proclamation of local emergency pursuant to Oakland Municipal Code (O.M.C.) section 8.50.050(C); and

WHEREAS, City Council Resolution No. 88075 remains in full force and effect to date; and

WHEREAS, the Centers for Disease Control (CDC) recommends physical distancing of at least six (6) feet whenever possible, avoiding crowds, and avoiding spaces that do not offer fresh air from the outdoors, particularly for people who are not fully vaccinated or who are at higher risk of getting very sick from COVID-19. See <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>; and

WHEREAS, the CDC recommends that people who live with unvaccinated people avoid activities that make physical distancing hard. See <https://www.cdc.gov/coronavirus/2019-ncov/your-health/about-covid-19/caring-for-children/families.html>; and

WHEREAS, the CDC recommends that older adults limit in-person interactions as much as possible, particularly when indoors. See <https://www.cdc.gov/aging/covid19/covid19-older-adults.html>; and

WHEREAS, the CDC, the California Department of Public Health, and the Alameda County Public Health Department all recommend that people experiencing COVID-19 symptoms stay home. See <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>; and

WHEREAS, persons without symptoms may be able to spread the COVID-19 virus. See <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>; and

WHEREAS, fully vaccinated persons who become infected with the COVID-19 Delta variant can spread the virus to others. See <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated.html>; and

WHEREAS, the City's public-meeting facilities are indoor facilities that do not ensure circulation of fresh / outdoor air, particularly during periods of cold and/or rainy weather, and were not designed to ensure that attendees can remain six (6) feet apart; and

WHEREAS, holding in-person meetings would encourage community members to come to City facilities to participate in local government, and some of them would be at high risk of getting very sick from COVID-19 and/or would live with someone who is at high risk; and

WHEREAS, in-person meetings would tempt community members who are experiencing COVID-19 symptoms to leave their homes in order to come to City facilities and participate in local government; and

WHEREAS, attendees would use ride-share services and/or public transit to travel to in-person meetings, thereby putting them in close and prolonged contact with additional people outside of their households; and

WHEREAS, on October 14 and December 9, 2021, January 27, February 10, March 10, April 14, May 12, June 9, July 28, September 8, October 27 2022, and January 12, 2023, the Housing, Residential Rent and Relocation Board (HRRRB) adopted a resolution determining that conducting in-person meetings would present imminent risks to attendees' health, and electing to continue conducting meetings using teleconferencing in accordance with California Government Code Section 54953(e), a provision of AB-361; now therefore be it:

RESOLVED: that the Housing, Residential Rent and Relocation Board (HRRRB) finds and determines that the foregoing recitals are true and correct and hereby adopts and incorporates them into this resolution; and be it

FURTHER RESOLVED: that, based on these determinations and consistent with federal, state and local health guidance, the Housing, Residential Rent and Relocation Board (HRRRB) renews its determination that conducting in-person meetings would pose imminent risks to the health of attendees; and be it

FURTHER RESOLVED: that the Housing, Residential Rent and Relocation Board (HRRRB) firmly believes that the community's health and safety and the community's right to

participate in local government, are both critically important, and is committed to balancing the two by continuing to use teleconferencing to conduct public meetings, in accordance with California Government Code Section 54953(e), a provision of AB-361; and be it

FURTHER RESOLVED: that the Housing, Residential Rent and Relocation Board (HRRRB) will renew these (or similar) findings at least every thirty (30) days in accordance with California Government Code section 54953(e) until the state of emergency related to COVID-19 has been lifted, or the Housing, Residential Rent and Relocation Board (HRRRB) finds that in-person meetings no longer pose imminent risks to the health of attendees, whichever occurs first.

APPROVED BY THE FOLLOWING VOTE

AYES:

NOES:

ABSENT:

ABSTENTION:

Date:

ATTEST _____
BRIANA LAWRENCE-MCGOWAN
Rent Adjustment Program, Housing &
Community Development Department

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

January 26, 2023

5:00 P.M.

VIA ZOOM CONFERENCE

OAKLAND, CA

MINUTES

1. CALL TO ORDER

The Board meeting was administered via Zoom by H. Grewal, Housing and Community Development Department. He explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Oshinuga at 5:01 p.m.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
R. NICKENS, JR.	Tenant	X		
Vacant	Tenant			
J. DEBOER	Tenant Alt.	X		
M. GOOLSBY	Tenant Alt.			X
D. INGRAM	Undesignated	X*		
C. OSHINUGA	Undesignated	X		
E. TORRES	Undesignated	X		
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
T. WILLIAMS	Landlord	X		
Vacant	Landlord			
Vacant	Landlord Alt.			
K. SIMS	Landlord Alt.			X

*Chair Ingram joined the meeting at 5:55 pm.

Staff Present

Kent Qian

Harman Grewal

Linda Moroz

Briana Lawrence-McGowan

Mike Munson

Deputy City Attorney

Business Analyst III (HCD)

Hearing Officer (RAP)

Administrative Analyst II (RAP)

KTOP

3. PUBLIC COMMENT

- a. No members of the public spoke for public comment.

4. CONSENT ITEMS

- a. Approval of Board Minutes, 1/12/2023: Member J. deBoer moved to approve the Board Minutes from 1/12/2023. Chair Oshinuga seconded the motion.

The Board voted as follows:

Aye: C. Oshinuga, E. Torres, T. Williams, R. Nickens, J. deBoer
Nay: None
Abstain: None

The minutes were approved.

5. APPEALS*

- a. T19-0184, Beard v. Meridian Management Group

Chair Oshinuga announced that this appeal hearing has been postponed.

- b. T19-0326, Williams v. Crane Management

Appearances: Jill Broadhurst Owner Representative
Phala Williams Tenant

This case involved an owner appeal, and this is the third time that this case has been appealed to the Board. This case began with a tenant petition that was filed in June 2019, claiming that the tenant never received the RAP notice, and claiming code violations that alleged decreased housing services regarding a roach infestation. The Hearing Officer initially found that there was no RAP notice and granted the decreased housing services claim for the infestation. On the first owner appeal, the Board remanded the decision back to the Hearing Officer, who reviewed the evidence regarding the RAP notice and the charges, and the Hearing Officer again found that the tenant had never received the RAP notice. The Hearing Officer also reviewed the decrease housing services claim and left the word unchanged. The owner appealed the remand decision and on the second appeal, the Board remanded the case back to the Hearing Officer for recalculation of the restitution amount for decreased housing services based on O.M.C 8.22.090.A3b, restricting the restitution period to 90 days prior to the petition being filed and up until unit 206 was vacated. On remand, the Hearing Officer found that the unit was untenable during the infestation period and that

the unit had no rental value during the infestation period pursuant to California Civil Code § 1942.4. The Hearing Officer awarded restitution in the amount of \$977 per month, the entire rental amount, for the months of March 1st, 2019, to October 31st, 2019. The owner appealed the remand decision, arguing that the Hearing Officer was supposed to recalculate the restitution period, but instead the Hearing Officer exceeded the scope of the remand by finding that the unit had no rental value. On appeal, the owner asked for the decrease housing services amount to be capped at 12.5% based on work conducted by the owner to eradicate the problem and requested that the remand decision address underpayment by the tenant since June 2020.

The following issue was presented to the Board:

1. Did the Hearing Officer exceed the scope of the remand by finding the unit untenable and finding that the reasonable rental value of the unit was \$0?

The owner representative contended that OTPG is the acronym for the current owners, that Crane Management was the previous property management company, and that there was a sale during this entire transition. The owner representative argued that during the last appeal hearing, evidence was presented that proved the calculation had not been done appropriately because the RAP notice had not been taken into account. The owner representative contended that the tenant is claiming that she never received the RAP notice, but the tenant has filed other cases and admitted that she had received the RAP notice. The owner representative contended that the Hearing Officer took the case back and then determined something different, that you cannot retry a case when a decision has been made, and that this was not due process because neither the plaintiff nor the defendant had an opportunity to reply.

The owner representative argued that a Senior Hearing Officer needs to correctly amend what is owed. The owner representative contended there were damages that were awarded by the Hearing Officer in her original decision, and that the owners asked for that to be reviewed given the fact that the RAP notice had been served and because there was a time limit of 90 days. The owner representative argued that this was not done, and that instead, the Hearing Officer awarded an entirely different amount. The owner representative contended that they keep appealing because the Hearing Officer is not reading and following what has been decided by the Board and that the only remedy was to appeal again.

The tenant contended that the owners haven't abided by any of the judgments and that she doesn't understand how the owners keep being allowed to appeal. The tenant argued that the Board made a decision and that to this day, pest control still comes to the property once per week. The tenant contended that when she moved downstairs, all she did was move into a newly renovated and

infested unit. The tenant argued that she found a hole behind her refrigerator, which is where roaches were coming in from, and that the owners never closed the hole.

After parties' arguments, questions to the parties, and Board discussion, Member J. deBoer moved to remand the case back to the Hearing Officer to recalculate the restitution based on the Hearing Officer's original table that was included in the Remand Decision dated for February 17, 2022, and to limit the timeframe from March 27, 2019, to October 12, 2019. Member T. Williams seconded the motion.

The Board voted as follows:

Aye: C. Oshinuga, E. Torres, T. Williams, R. Nickens, J. deBoer
Nay: None
Abstain: D. Ingram

The motion was approved.

6. INFORMATION AND ANNOUNCEMENTS

- a. Board Training Session—*Measure V Overview*: Deputy City Kent Qian gave an overview of Measure V and explained to the Board how this will impact the Just Cause for Eviction Ordinance. Topics discussed included:
 - Voter Results for Measure V
 - Key Changes (new construction- 10 year rolling exemption, RV and tiny homes covered, removal of failure to sign new lease as just cause, protects children and educators from eviction during the school year)
 - Effective date
- b. Chair Ingram and fellow Board members thanked Member Williams for his service, as his term will be ending next month.

7. SCHEDULING AND REPORTS

- a. Deputy City Attorney Kent Qian reminded the Board that they may have to return to in-person meetings in March because the governor intends to lift the statewide emergency order at the end of February.

8. OPEN FORUM

- a. James Vann from the Oakland Tenant's Union spoke and stated that

Member Williams can continue to be a Board member for an additional year if he chooses to, or up until an appointment has been made to replace him. James Vann stated that the Board remanded tonight's appeal case back to the Hearing Officer, that the City Attorney had indicated that if it was only a matter of calculation, the Board could've directed staff to make that recalculation, and that would've been the final decision of the Board. James Vann stated that by remanding the case to the Hearing Officer, the Remand Decision can be appealed again. James Vann mentioned that appeals can go on continuously, as long as the decision comes from a Hearing Officer. James Vann also stated that if a Hearing Officer decides that there is a new element that needs to be taken into account in a decision, the regulations give the opportunity and responsibility to the Hearing Officer to petition the Board if there were any new issues that had had not been considered. James Vann stated that he thinks it would be helpful if the presiding officer summarized to the parties petitioning the item that is before the Board and the item that they will be voting on to help them target their comments specifically to the item that's being presented. James Vann also mentioned that the Efficiency Ordinance specifies changes in testimony times by the parties during appeal hearings and that it is not being implemented.

9. ADJOURNMENT

- a. The meeting was adjourned at 6:35 p.m.

CHRONOLOGICAL CASE REPORT

Case No.: T22-0078

Case Name: Bolanos v. Wu

Property Address: 114 E 15th Street, Oakland, CA 94606

Parties: Allen Wu (Owner)
Gigi Bolanos (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 2, 2022
Owner Response filed	June 9, 2022
Hearing Date	September 20, 2022
Hearing Decision mailed	October 19, 2022
Owner Appeal filed	November 14, 2022



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

T22-0078 EL/BL

TENANT PETITION

RECEIVED

MAY -2 2022

7/20

Property Address: 114 E 15TH ST
Case: Petition: 15088
Date Filed: 05-02-2022

RENT ADJUSTMENT PROGRAM
 OAKLAND

Parties

Party	Name	Address	Mailing Address	
Owner	Allen Wu	P.O Box 12081 San Francisco , CA 94112	P.O Box 12081 San Francisco , 94112	
Manager	Allen Wu	P.O Box 12081 San Francisco, 94112	P.O Box 12081 San Francisco, 94112	allenwu1102@gmail.com
Tenant	Gigi Saray Bolanos	114 East 15th Street Oakland, CA 94606		(510) 260-3349 gbolanos730@gmail.com

Number of units on the property 2

Type of unit you rent Apartment, Room or Live-work

Are you current on your rent? Yes

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

Grounds for Petition

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

I received a rent increase above the allowable amount.

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

Rental History

Date you moved into the Unit	5/16/2019
Initial Rent	\$ 1,800.00 /month
Current Rent	\$ 1,800.00 /month
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	No
When, if ever, did the property owner first provide you the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ('RAP Notice')?	I first received the RAP Notice on 5/16/2019

List the case numbers of any relevant prior Rent Adjustment case(s):
 Case M22-0001

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	Are you Contesting this Increase in this Petition? *	Did You Receive a Rent Program Notice With the Notice Of Increase?
02-11-2022	05-02-2022	\$ 1,800.00	\$ 2,100.00	No	Yes
02-11-2022	01-01-1900	\$ 1,800.00	\$ 2,100.00	No	Yes

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

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:
 Case M22-0001

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	02-05-2022
Date Owner Was Notified of Loss	02-05-2022
Estimated Loss	3600
Reduced Service Description	Refuses to process qualified and potential roommate candidates

Mediation

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

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

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

Consent to Electronic Service

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

I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this petition. Yes

Interpretation Services

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

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

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.

Gigi Bolanos

5/2/2022

Signature

Date



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

PROOF OF SERVICE

TENANT PETITION

*** And additional documents uploaded with the Petition**

Electronic Petition number: 15088

I declare under penalty of perjury under the laws of the State of California that on **05-03-2022** I, **Gigi Bolanos**, served a copy of the following document(s), Tenant Petition, the Notice to Property Owner of Tenant Petition and all attached 0 pages, to each opposing party, whose names and addresses are listed below, by **United States mail**.

Names of Served Document(s)

-Communications with Landlord

-Mediation M22-0001 (including 05/2019 lease)

Addressee(s) Information

Addressee: Allen Wu
P.O Box 12081
San Francisco CA 94112

Gigi Bolanos

05-02-2022

SIGNATURE OF PETITIONER OR DESIGNATED REPRESENTATIVE

DATE:

05/03/2022

City of Oakland Rent Adjust Program

Date Printed: 05-03-2022

000017

Dated 2/11/2022

Hello Ms. Gigi Saray Bolanos,

California Civil Code §1954.53(d)(2) mandates:

If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

Mary Balingit and Maria Lilygrace Abad were both the Original Tenants whom I signed a one-year lease agreement with back on 8/15/2017 for the 2 Bed/1 Bath unit at 114 E15th St, Oakland CA 94606. Their original one-year lease ended on 8/15/2018 and became month-to-month.

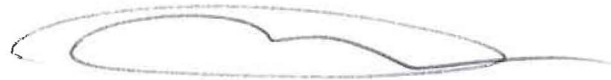
You are not an original tenant as defined by California Civil Code Section 1954.53 because you moved into the rental unit replacing Mary Balingit, a vacating Original Tenant and/or you were not a party to the original 8/15/2017 rental agreement and did not begin your tenancy fewer than thirty days thereafter.

The landlord did not waive his/her right to establish a new rent and lease/rental agreement and may increase the rent and create a new rental agreement/lease with new and different terms when the last original tenant permanently vacates the unit.

The landlord may accept rent payments directly from you as part of your tenancy and that this acceptance alone does not constitute a waiver of the landlord's right to increase the rent pursuant to California Civil Code Section 1954.53 when the last original tenant permanently vacates.

Maria Lilygrace Abad, who was the last Original Tenant of the 8/15/2017 lease agreement, officially moved out and turned in her keys on 11/14/2021. This is my official notice to you that I will need to sign a new one-year lease agreement at a new monthly rental rate of \$2,100.00 with you and your new potential roommate after which you both meet the screening process of the rental application for the 2 Bed/1 Bath unit at 114 E15th St, Oakland CA 94606.

Sincerely,



Allen Wu
Property Manager of 114 E15th St, Oakland CA 94606

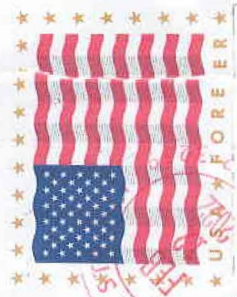
000018

Al On Win
PO Box 1208
San Francisco, CA 94112-0081

UNITED MAIL



7021 2720 0001 7469 3841



EXCELSIOR



1000



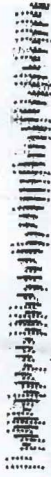
94606

Ms. Gigi Bolanos
114 Elm St, Oakland, CA 94606
114 E 15th St Oakland, 94606

U.S. POSTAGE
FIRST CLASS PERMIT NO. 1000
SAN FRANCISCO, CA 94112
FEB 12, 2012
AMOUNT

\$3.

R2304E10



94606 12 FEB 2012 PM

8:34 ↗



Allen >

Thu, Feb 17, 5:56 PM

Hey Allen. The hearing unit reached out to you regarding mediation. Please respond to them ASAP.

Fri, Feb 18, 2:20 PM

Hey Allen. Received your written notice via letter. Please respond to the mediation request.

Could you please send me a copy of the proposed lease?

Tue, Mar 22, 6:54 PM

Hey Allen I locked myself out

Can you come over and unlock the door for me please?

Tue, Mar 22, 7:54 PM

Hey Allen. Could you please help me get back in my apartment?



Text Message



000020

8:34 ↗



Allen >

Tue, Mar 22, 6:54 PM

Hey Allen I locked myself out

Can you come over and unlock the door for me please?

Tue, Mar 22, 7:54 PM

Hey Allen. Could you please help me get back in my apartment?

\$195.00 to come over and open the door for you

Last time it was 75

That was me giving you a break. Both gas and toll went up. Not to mention I'm in the middle of dinner with my family and have to wake up early for work

For the record, it was \$125.00 last time



Text Message



Apple Pay



000021

8:34 ↗



Allen >

I understand your viewpoint, however a increase charge of \$70 is excessive. the prior charge was \$125. I was not provided notice that there was an increase in fee.

I'm not obligated to provide 24 hour locksmith services to you. Your more then welcome to call a locksmith yourself. Any damages to the property due to you or whoever you ask to help open the doors or windows are your sole responsibility.

Tue, Mar 22, 9:54 PM

That is true. You are not required to provide 24 hour locksmith services. Your services are no longer needed

Mon, Apr 25, 10:13 AM

Hey Allen, I found a potential candidate for a roommate. His



Text Message



000022

8:34 ↗



Allen >

Tue, Mar 22, 9:54 PM

That is true. You are not required to provide 24 hour locksmith services. Your services are no longer needed

Mon, Apr 25, 10:13 AM

Hey Allen, I found a potential candidate for a roommate. His name is Conner Gosa. He should qualify under your current demands and conditions. 2100 per month. Please process them asap.

Please let me in on if you have any questions and/or concerns.

Tuesday 2:15 PM

Hey Allen. I wanted to follow up. Have you had an opportunity to process Conner yet? He should be able to pass background, credit, and income expectations that



Text Message



000023

8:34 ↗



Allen >

Mon, Apr 25, 10:13 AM

Hey Allen, I found a potential candidate for a roommate. His name is Conner Gosa. He should qualify under your current demands and conditions. 2100 per month. Please process them asap.

Please let me in on if you have any questions and/or concerns.

Tuesday 2:15 PM

Hey Allen. I wanted to follow up. Have you had an opportunity to process Conner yet? He should be able to pass background, credit, and income expectations that you've set forth. I am willing to sign a lease under your conditions if he gets processed. I really want to have him processed before the next months rent is due



Text Message



Apple Pay



000024

8:34 ↗



Allen >

Tuesday 2:15 PM

Hey Allen. I wanted to follow up. Have you had an opportunity to process Conner yet? He should be able to pass background, credit, and income expectations that you've set forth. I am willing to sign a lease under your conditions if he gets processed. I really want to have him processed before the next months rent is due

Wednesday 7:36 PM

Hey Allen. I was wondering if you had had the chance to start processing Conner? If not, please let me know the reason.

He qualifies under your current price terms and conditions. Ideally, I would want him to be processed before the next month rent is due



Text Message



000025

8:35 ↗



Allen >

next months rent is due

Wednesday 7:36 PM

Hey Allen. I was wondering if you had had the chance to start processing Conner? If not, please let me know the reason.

He qualifies under your current price terms and conditions. Ideally, I would want him to be processed before the next month rent is due

Friday 5:49 PM

Hey Allen. I was wondering if you had the chance of processing Conner. He qualifies under the conditions that you set forth. If not, please let me know the reason. I really want to get him processed before the next rent is due



Text Message



8:33 ↗



Allen >

Fri, Feb 4, 2:24 PM

Hey Allen. I found a potential roommate. What are the next steps.

Sat, Feb 5, 4:39 PM

Hey Allen. I wanted to follow up on the text I sent yesterday. Ideally I would want them to be settled by the time rent is due

Hey Gigi, the process is the same as we discussed back on 10/12/2021. I would need the new roommate's email to begin the rental application.

Both of you will need to have a combined monthly income (with recent 3 month's bank statements and pay stubs) at least three times greater than the new monthly rent.

Your new roommate must each have a clean rental and credit history of 650 or higher. The



Text Message



Apple Pay



000027

8:34 ↗



Allen >

Your new roommate must each have a clean rental and credit history of 650 or higher. The credit application fee is \$40.

No pets allowed besides your small dog Toby.

Please forward my number to the potential roommate to initiate the screen process.

Good luck

Sun, Feb 6, 12:32 PM

Thanks.

I'll pass along your contact info. She should qualify for the apartment under my current rent conditions

I never received a written rent increase notice. I consulted with the Bay Area legal aid .
Giving the landlord a warning



Text Message



Apple Pay



000028

8:34 ↗



Allen >

Sun, Feb 6, 12:32 PM

Thanks.

I'll pass along your contact info. She should qualify for the apartment under my current rent conditions

I never received a written rent increase notice. I consulted with the Bay Area legal aid . Since I'm already a tenant, they informed me that the rent increase is a complete separate issue from replacing a roommate. For now, she should be processed under my current rent rate

Tue, Feb 8, 3:53 PM

Hey Allen I followed up with:

OAKLAND RENT
ADJUSTMENT PROGRAM
250 FRANK H. OGAWA PLAZA



Text Message



Apple Pay



000029

8:34 ↗



Allen >

Tue, Feb 8, 3:53 PM

Hey Allen I followed up with:

OAKLAND RENT
ADJUSTMENT PROGRAM
250 FRANK H. OGAWA PLAZA
SUITE 5313
OAKLAND, CA 94612
PHONE (510) 238-3721

They confirmed that replacing a roommate is a one: one and separate transaction from raising my rent. Meaning that Jazmin should be processed under my current rent amount.

They also confirmed that the apartment that I currently live in is rent controlled. the proposed amount you gave goes against Oakland's current COVID 19 protection. As such, the most you can legally raise the rent is by 1.9%. (After giving me a 30 day written notice)



Text Message



Apple Pay



000030

8:34 ↗



Allen >

They also confirmed that the apartment that I currently live in is rent controlled. the proposed amount you gave goes against Oakland's current COVID 19 protection. As such, the most you can legally raise the rent is by 1.9%. (After giving me a 30 day written notice)

Please feel free to reach out to them to confirm the information. I really want to get Jazmin processed before the next rent is due.

Wed, Feb 9, 4:18 PM

Hey Allen. I was wondering if you confirmed the information I sent yesterday and that you had time to connect with Jazmin.

It is imperative that she get processed ASAP. She needs to give notice to her current place



Text Message



000031

8:34 ↗



Allen >

Wed, Feb 9, 4:18 PM

Hey Allen. I was wondering if you confirmed the information I sent yesterday and that you had time to connect with Jazmin.

It is imperative that she get processed ASAP. She needs to give notice to her current place and I would prefer not to pay full rent this upcoming rent period.

Thu, Feb 10, 6:11 PM

Hey Allen
I wanted to follow up. Neither Jazmin or I have heard a response from you all week.

I really want to get this issue resolved swiftly and as soon as possible. I found someone who is a good fit for this place. She should have the opportunity to get processed. Like I said in



Text Message



8:34 ↗



Allen >

Thu, Feb 10, 6:11 PM

Hey Allen
I wanted to follow up. Neither Jazmin or I have heard a response from you all week.

I really want to get this issue resolved swiftly and as soon as possible. I found someone who is a good fit for this place. She should have the opportunity to get processed. Like I said in the past, rent is due soon and she needs to give prope notice to her current place.

I don't want to get the city's rent board involved.

Fri, Feb 11, 4:42 PM

Hello. Allen, I wanted to follow up. Have you had an opportunity to respond or process Jazmin yet? We have been attempting to get a hold of you all week long.



Text Message



000033

8:34 ↗



Allen >

Fri, Feb 11, 4:42 PM

Hello. Allen, I wanted to follow up. Have you had an opportunity to respond or process Jazmin yet? We have been attempting to get a hold of you all week long.

Wed, Feb 16, 11:38 AM

Hey Allen. The hearing unit emailed you regarding the mediation. Could you please take a few minutes to respond? I want to get this settled as soon as possible.

Thu, Feb 17, 5:56 PM

Hey Allen. The hearing unit reached out to you regarding mediation. Please respond to them ASAP.

Fri, Feb 18, 2:20 PM

Hey Allen. Received your written notice via letter. Please



Text Message



Apple Pay



000034



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

T22-0078

Owner Response

Case T22-0078
Property Address 114 E 15TH ST

RECEIVED

JUN -9 2022

RENT ADJUSTMENT PROGRAM
OAKLAND

Parties

Party	Name	Address	Mailing Address
Tenant	Gigi Saray Bolanos (510) 260-3349 gbolanos730@gmail.com	114 East 15th Street Oakland, CA 94606	
Owner	Allen Wu	PO Box 12081 San Francisco , CA 94112	

Business Information

Date of which you aquired the building	3-22-2001
Total Number of Units	2
Is there more than one street address on the parcel?	Yes
Type of Unit	Apartment, Room or Live-work
Is the contested increase a capital improvements increase?	No
Business License	00029577
Have you paid your business license?	Yes
Have you paid the Rent Adjustment Program Service Fee (\$101 per unit)?	Yes

Rent History

The tenant moved into the rental unit on	5-16-2019
Initial monthly rent	1800
Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to all of the petitioning tenants?	Yes
On what date was the notice first given?	5-16-2019
Is the tenant current on the rent?	Yes

City of Oakland Rent Adjust Program
Date Printed: 06-04-2022



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

Owner Response

Are you claiming an Exemption? No

Owner Responses on Petition Grounds

Questions

Owner Response

Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s)

***Note: Section A1 (above) does not have the option to select Other Reasons for Increase on the RAP website portal

The tenant, Gigi Bolanos, was provided the RAP form which she signed at her move-in date of 5/16/2019. The tenant, Gigi Bolanos, was provided and properly served via USPS certified mail on 2/12/2022; a Notice of Costa-Hawkins Rent Increase (California Civil Code Section 1954.53 et. seq.) along with the RAP forms. All of which were also emailed to City of Oakland Rent Adjustment Program Hearings Unit on 3/20/2022 for the mediation held on 3/30/2022.

Page 3/6 of the tenant's petition #15088; shows that the tenant replied she did receive a Rent Program Notice with the Notice of Increase.

A government agency has cited the unit for serious health, safety, fire, or building code violations.

No government agencies has every cited the unit for any serious health, safety, fire or building code violations.

The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.

The tenant, Gigi Bolanos, never sent proper written notice via USPS certified mail indicating a request for adding roommates. The potential roommate candidates never submitted rental applications or proof of employment/income verification.

Tenant(s) is/are being unlawfully charged for utilities.

Per line item 4 of the lease agreement; Tenants shall be responsible for the payment of all utilities and services, except: Garbage, which shall be paid by Owner.

Rent was not reduced after a prior rent increase period for capital improvements.

N/A

Tenant is contesting exemption based on fraud or mistake.

N/A

Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080C).

None of the original occupants permanently reside in the covered unit. (California Civil Code § 1954.53(d)). Both of the original occupants on the original lease agreement signed 8/6/2017 moved out of the covered unit on their own accord. Mary Balingit moved out 4/7/2019; Maria Lilygrace Abad moved out 11/14/2021.

The owner is allowed to set an initial rent without restriction pursuant to Costa-Hawkins and O.M.C. 8.22.080 (C). I notified Gigi Bolanos this via text on 10/12/2021. Then again, via USPS certified mail along with the RAP forms, on 2/12/2022.

-----END OF RESPONSE-----

City of Oakland Rent Adjust Program
Date Printed: 06-04-2022

000036



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

PROOF OF SERVICE

OWNER RESPONSE

* And additional documents uploaded with the Petition

Case number: T22-0078
Electronic Petition number: 15088
Electronic Response number: 1211

RECEIVED
JUN - 8 2022
RENT ADJUSTMENT PROGRAM
OAKLAND

I declare under penalty of perjury under the laws of the State of California that on **06-04-2022** I, **Allen Wu**, served a copy of the following document(s), Owner Response, and, and all attached 33 pages, to each opposing party, whose names and addresses are listed below, by **United States mail**.

Title of Served Document(s): Signed and Dated Proof of Service for Tenant Petition 15088 and Case T22-0078

- 114 E15th - Gigi SMS 10-12-2021 to 11-13-2021; 2-18-2022
- 114 E15th St - Aug 6, 2017 Lease - Mary Balingil, Maria Lilygrace Abad
- 114 E15th St - May 15, 2019 1st and 2nd Amendment to Aug 6, 2017 Lease
- Copy of 2-12-2022 Notice of Costa-Hawkins Rent Increase to 114 Gigi Bolanos
- Copy of 2-12-2022 USPS Certified Mail Receipt to 114 E15th St Gigi Bolanos
- Maria Lilygrace Abad Moveout- SECURITY DEPOSIT REFUND FORM
- Mary Balingit Moveout- SECURITY DEPOSIT REFUND FORM

Addressee(s) Information

Addressee: Gigi Bolanos
114 East 15th St
Oakland CA 94606

Allen Wu

06-04-2022

SIGNATURE

DATE:

6/4/2022

City of Oakland Rent Adjust Program
Date Printed: 06-04-2022

RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM Mama Lilygrace Abad / Mary Belarbin, hereinafter referred to as Tenant, the sum of \$ _____ DOLLARS, evidenced by _____ as a deposit which, upon acceptance of this rental agreement, the Owner

of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Part for the period from <u>8/15/12</u> to <u>8/15/12</u>	\$ <u>1200</u>	\$ <u>250</u>	\$ _____
Security deposit (not applicable toward last month's rent)	\$ <u>1200</u>	\$ _____	\$ _____
Other <u>Less: Month's Rent</u>	\$ <u>1200</u>	\$ _____	\$ _____
TOTAL	\$ <u>3600</u>	\$ _____	\$ _____

In the event that this agreement is not accepted by the Owner or his authorized agent, within _____ days, the total deposit received shall be refunded. Tenant hereby offers to rent from the Owner the premises situated in the City of Clarkstown County of Alameda State of California described as 112 E. 1st St. Clarkstown, CA 94512 and consisting of _____ upon the following TERMS and CONDITIONS:

- TERM:** The term hereof shall commence on August 15, 2012 and continue (check one of the two following alternatives): until August 15, 2013, for a total rent of \$ _____ (dollars); on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party _____ days written notice delivered by certified mail.
- RENT:** Rent shall be \$ 1200.00 per month, payable in advance, upon the 15 day of each calendar month to Owner or his authorized agent, at the following address: 112 E. 1st St. Clarkstown, CA 94512 - 0801 or at such other places as may be designated by Owner from time to time. In the event rent is not paid within _____ days after due date, Tenant agrees to pay a late charge of \$ 25.00 plus interest at 15 % per month on the delinquent amount. Tenant further agrees to pay \$ 25.00 for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent unpaid on the second day of the rental period. Any unpaid balances remaining after termination of occupancy are subject to 1 1/4% interest per month or the maximum rate allowed by law. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
- MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
- UTILITIES:** Tenant shall be responsible for the payment of all utilities and services, except: Garbage, which shall be paid by Owner.
- USE:** The premises shall be used exclusively as a residence for no more than 2 persons. Guests stayed more than a total of 14 days in a calendar year without written consent of Owner shall constitute a violation of this agreement. Army's (1) Street dog
- ANIMALS:** No animals shall be brought on the premises without the prior consent of the Owner.
- HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner.
- ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. If you are located in a rent control area, contact Rent and Arbitration Board for your legal rights.
- ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.
- MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds, if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
- INVENTORY:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease and shall be a part of this Lease.
- DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them untenantable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or his invitees, then Owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any unpaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.
- ENTRY AND INSPECTION:** Owner shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours, and without not less than 24 hours prior notice to Tenant.
- INDEMNIFICATION:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages for which Owner is legally responsible.
- PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within _____ days of the commencement of the term hereof.
- DEFAULT:** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.
- SECURITY:** The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Funds held at United Bank
- DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits by Owner.
- ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
- WAIVER:** No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof.
- NOTICES:** Any notice which either party may give or is required to give, may be given by mailing the same, certified mail, to Tenant at the premises or to Owner at the address shown herein or at such other places as may be designated by the parties from time to time.
- HOLDING OVER:** Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail.
- TIME:** Time is of the essence of this agreement.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties' execution hereof: _____
The undersigned Tenant hereby acknowledges receipt of a copy hereof. _____ DATED: 8/15/12 Tenant

By _____ Real Estate Company
By _____ Owner DATED: 8/15/12
By _____ Owner DATED: _____

000038

Additional Rental Terms and Agreement

RECEIVED
JUN 8 2022
INVESTMENT PROGRAM
OAKLAND

- **CONDITION OF PREMISES:** TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence.

TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. TENANT shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism.

- **ALTERATIONS:** TENANT shall not make any alterations to the premises, including but not limited to installing aeriels, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, or wallpaper said premises without LANDLORD'S prior written consent; TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.
- **REPAIRS BY LANDLORD:** Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item within the meaning of Civil Code Section 1942. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warrantee of habitability as stated in Code of Civil Procedure Section 1174.2.
- **FURNISHINGS:** No liquid filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later TENANT may possess a waterbed if he maintains waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must use bedding that complies with the load capacity of the manufacturer. In addition, TENANT must also be in full compliance with Civil Code Section 1940.5. TENANT shall not install or use any washer, dryer, or dishwasher that was not already furnished with the unit.
- **INSURANCE:** TENANT may maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes.

It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD to a higher degree of care.

- **OCCUPANTS:** The premises shall not be occupied by or have mail addressed to any person other than those designated above as TENANT with the exception of the following named persons:

[Handwritten signatures]

If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$100 for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

- **SUBLETTING OR ASSIGNING:** TENANT agrees not to assign or sublet the premises, or any part thereof, without first obtaining written permission from LANDLORD.

RESIDENT POLICIES AND RULES
"HOUSE RULES"

Page _____ of
Rental Agreement

GENERAL

1. This document is an addendum and is part of the Rental Agreement, dated 8/15/17
between Allen Wey "Owner/Agent,"
and Maria Luygrace Abad / Mary Baker "Resident,"
for the premises located at: 114 E 15th St, Unit # (if applicable) _____
Oakland (Street Address) _____, CA 94606
(City) (Zip)
2. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days notice in writing to Resident.
3. Guests who stay more than 14 days will be required to go through the application process and, if approved, must sign a Rental Agreement.

NOISE AND CONDUCT

1. Resident shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
2. Resident shall refrain from playing musical instruments, television sets, stereos, radios, and other entertainment items at a volume which will disturb other persons.
3. Resident shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons.
4. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents between the hours of 8 p.m. and 8 a.m.

CLEANLINESS AND TRASH

1. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
2. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
3. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
4. Resident shall ensure that garbage is not permitted to accumulate and that it is placed in the trash containers provided for that purpose on a daily basis. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
5. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
6. Resident shall refrain from leaving articles in the hallways or other common areas.
7. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window ledge, or balcony.
8. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.



V. SAFETY/SECURITY

RECEIVED
JUN - 9 2022
RENT ADJUSTMENT
OAKLAND

1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for residents' and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
2. Resident should ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
3. Resident should ensure that all appliances are turned off before departing from the premises.
4. When leaving for an extended period, Resident should notify Owner/Agent how long Resident will be away.
5. Prior to any planned absence from the unit, Resident shall give Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
6. Resident shall refrain from smoking in bed.
7. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
8. Resident shall refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings if such use would constitute a fire hazard.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

MAINTENANCE, REPAIRS AND ALTERATIONS

1. Resident shall advise Owner/Agent of any items requiring repair, such as dripping faucets or light switches. Resident shall make repair requests as soon after the defect is noted as is practical.
2. Resident shall refrain from making service request to maintenance personnel unless Resident is directed to do so by Owner/Agent.
3. Resident shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
4. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
5. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.

PARKING

1. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense.)
2. Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under California Vehicle Code 22658 and any applicable local laws and/or ordinances.

I, undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of duplicate of original.

8/6/17

 to
 8/6/17

 to

 Resident

 Resident

REPRODUCTION OF BLANK FORMS IS ILLEGAL



SMOKE DETECTOR AGREEMENT

THIS AGREEMENT is made and entered into between Allen Wu
"Owner" and Maria Limgrace Abood "Resident"

OWNER AND RESIDENT MUTUALLY AGREE AS FOLLOWS:

1. Resident is renting from Owner the premises located at:

114 E 15th St, Unit # (if applicable) _____
(Street Address)
Oakland, CA 94606
(City) (Zip)

- This Agreement is an Addendum and part of the Rental Agreement/Lease between Owner and Resident.
- The premise(s) is (are) equipped with a smoke detection device(s).
- Resident acknowledges the smoke detection device(s) was (were) tested and its operation explained by Owner or agent in the presence of Resident at time of initial occupancy and the detector(s) was (were) operating properly at that time.
- Resident shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector(s) is (are) operating properly.
- Initial ONLY if BATTERY OPERATED: _____

By initialing as provided, each Resident understands that said smoke detector(s) and alarm is a battery operated unit and it shall be each Resident's responsibility to:

- ensure that the battery is in operating condition at all times;
 - replace the battery as needed (unless otherwise provided by law); and
 - if, after replacing the battery, the smoke detector(s) do not work, inform the Owner or agent immediately.
- Resident(s) must inform the Owner or agent immediately in writing of any defect, malfunction or failure of any detector(s).
 - In accordance with California law, Resident shall allow Owner or agent access to the premises for that purpose.

8/6/17
Date

8/6/17
Date

8/15/17
Date

[Signature]
Resident

[Signature]
Resident

[Signature]
Owner/Agent



INSURANCE FACTS FOR RESIDENTS

TO: Resident(s): Maria Lyngrace Abad / [Signature]

Address/Unit: 114 E 15th St. Oakland, CA 94606

The purpose of this letter is to inform you concerning insurance coverage so that you can protect yourself against loss, if you wish, and to help prevent misunderstanding about the owner's insurance coverage. It is not an effort by the owner/agent to change responsibilities—that is done by the state legislature and the courts.

1. Generally, except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages.
2. If damages or injury to owner's property is caused by resident, resident's guest(s) or child (children), the owner's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under owner's policy.
3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
 - a. Your babysitter injures herself in your unit.
 - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
 - c. A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
 - d. While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
 - e. Your locked car is broken into and your personal property, and that of a friend, is stolen.
 - f. A burglar breaks your front door lock and steals your valuables or personal property.
4. If you desire to protect yourself and your property against loss, damage, or liability, the owner strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, workers' compensation and other perils.

The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.

8/15/17
Date

[Signature]
Owner/Agent



REPRODUCTION OF BLANK FORMS IS ILLEGAL



ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Rental Agreement/ Lease, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property premises.
6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT/LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the rental agreement/lease. It is understood and agreed that a single violation shall be good cause for termination of the rental agreement/lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement/ lease, the provisions of the addendum shall govern.
8. This Rental Agreement/Lease Addendum is incorporated into the rental agreement/lease executed or renewed this day between Management and Resident.

Date 8/16/17
Date 8/16/17
Date 8/15/17
Date

Resident [Signature]
Resident [Signature]
Owner/Agent [Signature]



California Apartment Association Approved Form
www.caanet.org
Form 2.4 — Updated 1/00 — © 2000 — All Rights Reserved
Page 1 of 1

REPRODUCTION OF BLANK
FORMS IS ILLEGAL



000044

ADDITIONAL TERMS AND CONDITIONS: 1) Owner provides heat, stove/oven, refrigerator
2) tenants are responsible to keep all drains clear like grease, hair, wet wipes,
 feminine hygiene products or paper towels.

RECEIVED
JUN - 9 2022
RENT ADJUSTMENT PI
OAKLAND

This unit is subject to rent control and the agency responsible to adjudicate claims is:

Tenant's Initials: MT

Owner's Initials: MT

COMMISSION AGREEMENT

The Owner agrees to pay to _____ the Broker in this transaction, the sum of \$ _____ for services rendered and authorizes Agent to deduct said sum from the deposit received from Tenant.

In the event the Lease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Owner shall pay to Broker an additional commission of _____ percent (____%) of the total rental for the extended period. This commission shall be due and payable at the commencement of the extended period if for a fixed term, or if on a month-to-month basis, at the termination of Tenant's occupancy or one year, whichever is earlier.

Owner's Initials: [] If a sale or exchange of the real property is made to Tenant or any member of Tenant's family during the occupancy of Tenant or within one hundred and eighty (180) days after termination of occupancy, then Owner agrees to pay Broker a commission of _____ percent (____%) of the sale price or exchange value. This agreement shall not limit the rights of Agent provided for in any listing or other agreement which may be in effect between Owner and Agent.

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

The undersigned Owner hereby acknowledges receipt of a copy hereof. DATED: _____

Owner's Authorized Agent _____ Owner phone _____
Address _____

TENANT'S PERSONAL AND CREDIT INFORMATION

(In the event of co-tenants, other than spouses, use separate sheet for each tenant.)

Form with fields: Name, Social Security No., Drivers Lic. No., Name of Co-Tenant, Present Address, City / State / Zip, Res. Phone, Bus. Phone, How long at present address?, Landlord or Agent, Phone, Previous Address, How long?, Landlord or Agent, Phone, City / State / Zip, Occupants, Animals?, Car Make, Year, Model, Color, License No.

OCCUPATION

Table with 4 columns: PRESENT OCCUPATION*, PRIOR OCCUPATION*, CO-TENANT'S OCCUPATION. Rows include: Occupation, Employer, Self-employed, d.b.a., Business Address, Business Phone, Type of Business, Position held, Name and Title of Superior, How long, Monthly Gross Income.

REFERENCES

Table with 6 columns: Bank Reference, Address, Phone, CREDIT REFERENCE, ACCOUNT NO., ADDRESS, HIGHEST AMOUNT OWED, PURPOSE OF CREDIT, ACCOUNT OPEN OR DATE CLOSED, PERSONAL REFERENCE, ADDRESS, PHONE, LENGTH OF ACQUAINTANCE, OCCUPATION, NEAREST RELATIVE, ADDRESS, PHONE, CITY, RELATIONSHIP.

Have you ever filed a petition of bankruptcy? _____ Have you ever been evicted from any tenancy or had an eviction notice served on you? _____ Have you ever willfully and intentionally refused to pay any rent when due? _____

I DECLARE THAT THE FOREGOING IS TRUE AND CORRECT, AUTHORIZE ITS VERIFICATION AND THE OBTAINING OF A CREDIT REPORT. I agree that the Landlord may terminate any agreement entered into in reliance on any misstatement made above. DATED: _____ Applicant _____ Applicant _____



000045

TENANT VACATE ADDENDUM

ED
2
PROGRAM

Background

- A. The Landlord and the Tenants entered into the lease (the "Lease Agreement") dated August 6, 2017, between Allen Wu (Landlord), and Mary Balingit and Maria Lilygrace Abad (Tenant(s)) for the premises (the "Leased Premises") located at 114 E15th St, Oakland, CA 94606.
- B. The Landlord and the Tenants desire to amend the Lease on the terms and conditions set forth in this lease amending agreement (the "Amendment").
- C. This Amendment is the FIRST amendment to the Lease.

IN CONSIDERATION OF the Landlord and Tenant agreeing to amend their existing Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, promises, conditions and agreements below:

Amendment

1. The Lease Agreement will be amended as follows:
This Tenant Addition Addendum dated: 5/5/19, is hereby a part for all purposes of the Lease Agreement between: Allen Wu, as LANDLORD and Maria Lilygrace Abad, as CURRENT TENANT(s) for the property known as: 114 E15th St, Oakland, CA 94606.

LANDLORD and CURRENT TENANT(S) hereby acknowledge and agree that Mary Balingit, (VACATING TENANT) will vacate the Property on 3/31/19, (Move-out Date) and will be released from all obligations regarding the Residential Lease Agreement. Mary Balingit, (VACATING TENANT) releases all claims to the Security Deposit and any other money held by Landlord.

The remaining Tenant will be Maria Lilygrace Abad, (Current Tenant). The remaining Tenant assumes all rights, obligations, terms and conditions of the Lease Agreement. Each remaining Tenant agrees to be jointly and severally liable to the Landlord for the entire rent and the entire amount of any other charges due and/or incurred under the Lease Agreement

All other terms and conditions of the Lease Agreement will remain in full force and effect unless otherwise agreed upon in writing by the Landlord and Tenant(s).

By signing this Lease Amendment, the Tenants and Landlord certify that he/she has read, understood and agrees to all of the terms and conditions listed in this Amendment.

All parties to this Tenant Vacate Addendum agree to be jointly and severally liable under the Lease Agreement for all amounts due and owing, whether past due, currently due or to be owed in the future, and all parties agree to abide by all terms of the Lease Agreement, including but not limited to any addendums. All parties below hereby acknowledge and agree that upon vacating the Property any and all refunds of monies paid in advance under the terms of the Lease Agreement, to include, but not limited to, security deposits and advance rent, shall be jointly paid to all of the TENANTS.

Premises returned by Mary Balingit, (VACATING TENANT)

DATE: 4/7/19

Keys returned by Mary Balingit, (VACATING TENANT)

DATE: 5/7/19

VACATING TENANT SIGNATURE: Mary Balingit

DATE: 5/15/19

VACATING TENANT NAME: Mary Balingit

CURRENT TENANT SIGNATURE: Maria Abad

DATE: 5/15/19

CURRENT TENANT NAME: Maria Abad

LANDLORD/AGENT SIGNATURE: Allen Wu

DATE: 5/15/19

LANDLORD/AGENT NAME: Allen Wu

SECURITY DEPOSIT REFUND FORM

Resident's Name: Maryrose Canono Balingit
 Address: 114 E 15th St Apt. No. _____
 City: Oakland State: CA Zip: 94606-1717

FORWARDING Address: _____ Apt. No. _____
 City: _____ State: _____ Zip: _____

The following is an itemized statement of your deposit account:

1. Date tenancy began: 3/22/15 Date keys turned in: Still has the keys.
2. Total of all deposits paid: \$ 900.00
3. Deductions:

TYPE	DESCRIPTION	COST
Repairs	Bathroom wall and tile due to water damage from not closing shower curtains and wiping water from the bathroom floors after showers. Replaced damaged sheetrock, tile and paint newly patched wall.	\$250.00
	Patch & sand nail holes in bedroom walls.	\$150 (Waived - Wear & Tear)
	Missing deadbolt chain & damaged door trim in kitchen.	\$50
Painting:	Prime and Paint bedroom & closet walls, ceiling, trim & doors.	\$800 (Waived - Wear & Tear)
Cleaning:		
Carpet Cleaning:	Bedroom and Front Entrance.	\$200.00
Drape Cleaning:	Bedroom, Bathroom and Kitchen	\$120.00 (Waived - Wear & Tear)
Miscellaneous:		
Unpaid Rent:	3/15/19-3/31/19. Received room on 4/7/19.	\$493.55
Court Judgment:		
	Total Deductions	\$993.55

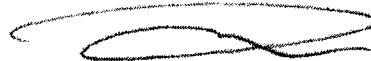
- Your check is enclosed in the amount of \$ _____.
- Please make your check in the amount of \$ 93.55 payable to Allen Wu
 _____ within 21 days of receipt of this statement.

"AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT HISTORY MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY

IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS," CC1785.26(c) (2)

4/28/19

Date



Owner/Manager

000047

SECURITY DEPOSIT REFUND FORM

Resident's Name: Maria Lilygrace Abad

Address: 114 E 15th St Apt. No. _____

City: Oakland State: CA Zip: 94606-1717

FORWARDING Address: _____ Apt. No. _____

City: _____ State: _____ Zip: _____

The following is an itemized statement of your deposit account:

1. Date tenancy began: 8/15/17 Date keys turned in: 11/14/2021

2. Total of all deposits paid: \$ 900.00

3. Deductions.

TYPE	DESCRIPTION	COST
Repairs	Bathroom wall due to water damage from not closing shower curtains and wiping water from the bathroom floors after showers. Patch damaged sheetrock. Sand and paint newly patched wall.	\$200.00
	Patch & sand nail holes in bedroom walls.	\$150 (Waived - Wear & Tear)
Painting:	Prime and Paint bedroom & closet walls, ceiling, trim & doors.	\$800 (Waived - Wear & Tear)
Cleaning:		
Carpet Cleaning:	Bedroom and Front Entrance.	\$200.00
Drape Cleaning:	Bedroom, Bathroom and Kitchen	\$120.00 (Waived - Wear & Tear)
Miscellaneous:		
Unpaid Rent:		
Court Judgment:		
Total Deductions		\$400.00

Your check is enclosed in the amount of \$ 500.00

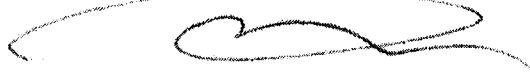
Please make your check in the amount of \$ _____ payable to Allen Wu
_____ within 21 days of receipt of this statement.

"AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT HISTORY MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY

IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS," CC1785.26(c) (2)

12/15/2021

Date



Owner/Manager

000048

TENANT ADDITION ADDENDUM

Background

- A. The Landlord and the Tenants entered into the lease (the "Lease Agreement") dated August 6, 2017, for the premises (the "Premises") located at 114 E15th St, Oakland, CA 94606.
- B. The Landlord and the Tenants desire to amend the Lease on the terms and conditions set forth in this lease amending agreement (the "Amendment").
- C. This Amendment is the **Second** amendment to the Lease.

IN CONSIDERATION OF the Landlord and Tenant agreeing to amend their existing Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, promises, conditions and agreements below:

Amendment

- 1. The Lease is amended as follows:

This Tenant Addition Addendum dated: 5/16/19, is hereby a part for all purposes of the Lease Agreement between: Allen Wai, as LANDLORD and original tenant Maria Abad New, as CURRENT TENANT(s) for the property known as: 114 E15th St, Oakland, CA 94606.

LANDLORD and CURRENT TENANT(S) hereby acknowledge and agree that Gigi Bolanos, (NEW TENANT) will be moving into the Property on 5/16/19, (Move-in Date) and shall become a NEW TENANT under the terms and conditions set forth in the Lease Agreement referenced above. NEW TENANT acknowledges receipt of the Lease Agreement and all addendums thereto. All parties to this Tenant Addition Addendum agree to be jointly and severally liable under the Lease Agreement for all amounts due and owing, whether past due, currently due or to be owed in the future, and all parties agree to abide by all terms of the Lease Agreement, including but not limited to any addendums. All parties below hereby acknowledge and agree that upon vacating the Property any and all refunds of monies paid in advance under the terms of the Lease Agreement, to include, but not limited to, security deposits and advance rent, shall be jointly paid to all of the TENANTS, which shall include all NEW TENANTS added to the Lease Agreement.

NEW TENANT SIGNATURE: [Signature] DATE: 5/16/2019

NEW TENANT NAME: Gigi Saray Bolanos

CURRENT TENANT SIGNATURE: [Signature] DATE: 5/16/2019

CURRENT TENANT NAME: Maria Abad

LANDLORD/AGENT SIGNATURE: [Signature] DATE: 5/16/19

LANDLORD/AGENT NAME: Allen Wai

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner ___ is ___ is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit ____, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____

I received a copy of this notice on 5/16/19 (Date) [Signature] (Tenant's signature)

Handwritten signature and date 05/16/2019

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



Notice of Tenant Protection Ordinance

On November 5, 2014, the Oakland City Council adopted the Tenant Protection Ordinance (TPO), which prohibits various harassing behaviors by owners against tenants – thereby bolstering existing laws and leases that protect tenants. The TPO creates remedies that could be enforced by private civil rights of action.

Among other things, the Tenant Protection Ordinance prohibits conduct that may coerce a tenant to vacate a rental unit involuntarily. The following is only a summary of the illegal conduct, for a complete list, you are advised to review the attached copy of the Tenant Protection Ordinance or review Oakland Municipal Code 8.22.600.

Landlords must not, in bad faith, engage in any of the following conduct:

1. Disruption of services to the rental unit.
2. Fail to perform repairs and maintenance.
3. Failing to perform due diligence when completing repairs.
4. Abuse the Owner's right of access to the rental unit.
5. Remove personal property, furnishings, or any other items without the prior written consent of the tenant.
6. Threats regarding immigration Status.
7. Offer payments to a Tenant to vacate more than once in six (6) months.
8. Threaten the tenant, by word or gesture, with physical harm.
9. Interfere with a Tenant's right to quiet use and enjoyment of the rental unit.
10. Refuse to accept or acknowledge receipt of a Tenant's lawful rent payment.
11. Refuse to cash a rent check for over thirty (30) days unless a written receipt for payment has been provided to the Tenant.
12. Interfere with a Tenant's right to privacy.

Note: A tenant aggrieved by violations of the Tenant Protection Ordinance may bring a civil action in court against the landlord. Violators may be held liable for damages including emotional distress. For violations related to repairs, Tenants must first provide fifteen days' notice of violation.

The TPO requires owners to post a notice of the TPO in rental units located in a building with an interior common area. The notice must be placed in at least one such common area in the building using the form prescribed by the City Staff.

If you are experiencing any of the conduct detailed above, you may contact the Rent Adjustment Program for more information, at (510) 238 – 3721.

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

Additional Rental Terms and Agreement

- **CONDITION OF PREMISES:** TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence.

TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. TENANT shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism.

- **ALTERATIONS:** TENANT shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, or wallpaper said premises without LANDLORD'S prior written consent; TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.
- **REPAIRS BY LANDLORD:** Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item within the meaning of Civil Code Section 1942. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warranty of habitability as stated in Code of Civil Procedure Section 1174.2.
- **FURNISHINGS:** No liquid filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later TENANT may possess a waterbed if he maintains waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must use bedding that complies with the load capacity of the manufacturer. In addition, TENANT must also be in full compliance with Civil Code Section 1940.5. TENANT shall not install or use any washer, dryer, or dishwasher that was not already furnished with the unit.
- **INSURANCE:** TENANT may maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes.

It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD to a higher degree of care.

- **OCCUPANTS:** The premises shall not be occupied by or have mail addressed to any person other than those designated above as TENANT with the exception of the following named persons:

Ricardo Torres *Maria Abad* *NEW tenants* *Gig Bolanos*
5/16/19 5/16/2019

IF LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$100 for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

- **SUBLETTING OR ASSIGNING:** TENANT agrees not to assign or sublet the premises, or any part thereof, without first obtaining written permission from LANDLORD.

RESIDENT POLICIES AND RULES "HOUSE RULES"

Page _____ of
Rental Agreement

GENERAL

- This document is an addendum and is part of the Rental Agreement, dated 8/6/17
between Allen Wu "Owner/Agent,"
and Original tenant: Family Aced; New tenant: Gigi S. Polanco "Resident,"
for the premises located at: 116 E 15th St, Unit # (if applicable) _____,
San Jose (Street Address), CA 95131 (City) (Zip)
- New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days notice in writing to Resident.
- Guests who stay more than 14 days will be required to go through the application process and, if approved, must sign a Rental Agreement.

NOISE AND CONDUCT

- Resident shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
- Resident shall refrain from playing musical instruments, television sets, stereos, radios, and other entertainment items at a volume which will disturb other persons.
- Resident shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons.
- Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents between the hours of 8 p.m. and 8 a.m.

I. CLEANLINESS AND TRASH

- Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
- Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
- Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- Resident shall ensure that garbage is not permitted to accumulate and that it is placed in the trash containers provided for that purpose on a daily basis. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
- Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
- Resident shall refrain from leaving articles in the hallways or other common areas.
- Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
- Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.



G. SAFETY/SECURITY

1. Security is the responsibility of each Resident and each guest. Owner/Agent assumes no responsibility or liability, unless otherwise provided by law, for residents' and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
2. Resident should ensure that all doors are locked during Resident's absence. Resident must notify Owner/Agent if locks become inoperable.
3. Resident should ensure that all appliances are turned off before departing from the premises.
4. When leaving for an extended period, Resident should notify Owner/Agent how long Resident will be away.
5. Prior to any planned absence from the unit, Resident shall give Owner/Agent authority to allow entry to the unit to any person or provide Owner/Agent with the name of any person or entity permitted by Resident to enter the unit.
6. Resident shall refrain from smoking in bed.
7. Resident shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit.
8. Resident shall refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings if such use would constitute a fire hazard.
9. Resident shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

MAINTENANCE, REPAIRS AND ALTERATIONS

1. Resident shall advise Owner/Agent of any items requiring repair, such as dripping faucets or light switches. Resident shall make repair requests as soon after the defect is noted as is practical.
2. Resident shall refrain from making service request to maintenance personnel unless Resident is directed to do so by Owner/Agent.
3. Resident shall refrain from making any alterations or improvements to the unit without the consent of Owner/Agent. Resident shall refrain from using adhesives, glue or tape to affix pictures or decorations.
4. Resident shall refrain from using aluminum foil as a window covering and shall obtain the approval of Owner/Agent before using any window covering visible from the exterior of the building.
5. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.

H. PARKING

1. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense.)
2. Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under California Vehicle Code 22658 and any applicable local laws and/or ordinances.

I, the undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of duplicate of original.

05/16/2019

 Date
 05/16/2019

 Date

Original
 New

 Resident

 Resident



**REPRODUCTION OF BLANK
 FORMS IS ILLEGAL**



SMOKE DETECTOR AGREEMENT

THIS AGREEMENT is made and entered into between Allen Wu
"Owner" and Nigmal Karam New Taipei "Resident."

OWNER AND RESIDENT MUTUALLY AGREE AS FOLLOWS:

1. Resident is renting from Owner the premises located at:

116 E 15th St., Unit # (If applicable) _____
(Street Address)
Oakland, CA 94606
(City) (Zip)

2. This Agreement is an Addendum and part of the Rental Agreement/Lease between Owner and Resident.

3. The premise(s) is (are) equipped with a smoke detection device(s).

4. Resident acknowledges the smoke detection device(s) was (were) tested and its operation explained by Owner or agent in the presence of Resident at time of initial occupancy and the detector(s) was (were) operating properly at that time.

5. Resident shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector(s) is (are) operating properly.

6. Initial ONLY if BATTERY OPERATED: Nigmal New

10 year battery
By initialing as provided, each Resident understands that said smoke detector(s) and alarm is a battery-operated unit and it shall be each Resident's responsibility to:

- a. ensure that the battery is in operating condition at all times;
- b. replace the battery as needed (unless otherwise provided by law); and
- c. if, after replacing the battery, the smoke detector(s) do not work, inform the Owner or agent immediately

7. Resident(s) must inform the Owner or agent immediately in writing of any defect, malfunction or failure of any detector(s).

8. In accordance with California law, Resident shall allow Owner or agent access to the premises for that purpose.

5/16/19
Date

5/16/2019
Date

5/16/19
Date

original

New

Stanley Ayal
Resident

[Signature]
Resident

[Signature]
Owner/Agent



INSURANCE FACTS FOR RESIDENTS

TO: Resident(s): Original tenant: Maria Abad New tenant: Gigi S. Belanes
Address/Unit: 114 E 15th St. Oakland, CA 94606

The purpose of this letter is to inform you concerning insurance coverage so that you can protect yourself against loss, if you wish, and to help prevent misunderstanding about the owner's insurance coverage. It is not an effort by the owner/agent to change responsibilities—that is done by the state legislature and the courts.

1. Generally, except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages.
2. If damages or injury to owner's property is caused by resident, resident's guest(s) or child (children), the owner's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under owner's policy.
3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
 - a. Your babysitter injures herself in your unit.
 - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
 - c. A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
 - d. While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
 - e. Your locked car is broken into and your personal property, and that of a friend, is stolen.
 - f. A burglar breaks your front door lock and steals your valuables or personal property.
4. If you desire to protect yourself and your property against loss, damage, or liability, the owner strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, workers' compensation and other perils.

The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.

5/16/19
Date

[Signature]
Owner/Agent



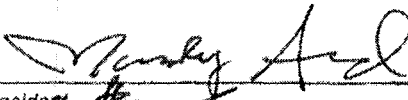


RENTAL AGREEMENT/LEASE AGREEMENT
ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Rental Agreement/ Lease, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
2. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near property premises.
3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property premises.
6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT/LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the rental agreement/lease. It is understood and agreed that a single violation shall be good cause for termination of the rental agreement/lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement/ lease, the provisions of the addendum shall govern.
8. This Rental Agreement/Lease Addendum is incorporated into the rental agreement/lease executed or renewed this day between Management and Resident.

5/16/19
Date
5/16/2019
Date
5/16/19
Date

original
New


Resident

Resident

Owner/Agent



California Apartment Association Approved Form
www.caanet.org
Form 2.4 - Updated 1/00 - © 2000 - All Rights Reserved
Page 1 of 1

REPRODUCTION OF BLANK
FORMS IS ILLEGAL



MOVE-IN/MOVE-OUT ITEMIZED STATEMENT

Resident Name(s)	Initial Inspection Date 5/15/19	Initial Inspection by Alan Wm	Final Inspection Date	Final Inspection By
Address/Apt. # 110 E 15th St.	City Oakland	State CA	Zip 94612	Move in Date
The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.				Move out Date

CODES: NCC - Needs complete cleaning • REP - Replace • SC - Needs spot cleaning • SP - Needs spot painting
 RPR - Needs repair • PT - Needs painting • SCR - Scratched • CLN - Clean • NEW - New

	Move-In Inspection	Initial Inspection (residents option)	Final Inspection
KITCHEN			
Ceiling	CLN		
Doors	CLN		
Walls	CLN		
Floors	CLN		
Hood/Filter	CLN		
Fan/Light	CLN		
Counter top	CLN		
Sink/Faucets	CLN		
Drains/Disposal	CLN		
Cabinet/Doors	CLN		
Shelves/Drawers	CLN		
Under sink	CLN		
Windows	SC		
Screens	SC		
Curtains/Blinds	SC		
Electric fixtures	CLN		
Light bulbs	NEW		

STOVE/OVEN			
Stove-Outside	CLN		
Burners	CLN		
Drip pans	SC		
Vent	CLN		
Timer/Controls	CLN		
Oven surfaces	CLN		
Oven racks	CLN		
Broiler pan	SC		
Light	NEW		

REFRIGERATOR			
Inside (all parts)	CLN		
Outside	CLN		

DISHWASHER			
Outside/Controls			
Inside (all parts)			

LIVING ROOM			
Walls	CLN		
Ceiling	CLN		
Doors	CLN		
Windows	SC		
Screens	SC		
Drapes/Blinds	SC		
Chandel			
Floor	CLN		
Closet	SC		
Electric fixtures	CLN		
Light bulbs	NEW		
Fireplace	SC		

Comments:

	Move-In Inspection	Initial Inspection (residents option)	Final Inspection
1st BATH			
Ceiling	CLN		
Walls/Tile	NEW/CLN		
Floors	CLN		
Cabinets	CLN		
Shelves	CLN		
Doors	CLN		
Mirror	CLN		
Tub/Shower	CLN		
Caulking	CLN		
Shower Dr/Tracks	CLN		
Basin	CLN		
Drains	CLN		
Faucets	CLN		
Counter tops	CLN		
Exhaust fan	CLN		
Bowl/Seat	CLN		
Towel racks	CLN		
Window	SC		
Screen	SC		
Electric fixtures	CLN		
Light bulbs	NEW		

2nd BATH			
Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Dr/Track			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Electric fixtures			
Light bulbs			

DINING ROOM			
Walls	CLN		
Ceiling	CLN		
Drapes/Blinds	SC		
Shades/	SC		
Closet	CLN		
Doors	CLN		
Floor	CLN		
Windows	SC		
Screens	SC		
Electric fixtures	CLN		
Light bulbs	NEW		



California Apartment Association Approved Form
 www.caanet.org
 Form 16.0 - Revised 1/04 - ©2004 - All Rights Reserved
 Page 1 of 2

**Unauthorized Reproduction
of Blank Forms is Illegal.**



CODES: NCC - Needs complete cleaning • REP - Replace • SC - Needs spot cleaning • SP - Needs spot painting
 RPR - Needs repair • PT - Needs painting • SCR - Scratched • CLN - Clean • NEW - New

Handwritten: Newly

	Move-In Inspection	Initial Inspection (residents option)	Final Inspection
1st BEDROOM			
Walls	CLN		
Ceiling	NEW		
Windows	SC		
Screens	SC		
Drapes/Blinds	SC		
Shutters			
Doors	SC		
Closet	SC		
Floor	SC		
Electric fixtures	NEW		
Light bulbs	NEW		

Handwritten: Entry

	Move-In Inspection	Initial Inspection (residents option)	Final Inspection
OTHER ROOM			
Walls	SC		
Ceiling	SC		
Closet/Cabinets	CLN		
Windows			
Curtain/Shader/Blind			
Screen			
Floor	CLN		
Door	SC		
Electric fixtures	NEW		
Light bulbs	NEW		

Handwritten: Gini

2nd BEDROOM			
Walls	NEW		
Ceiling	NEW		
Windows	SC		
Screens	SC		
Drapes/Blinds	NCC		
Shutters			
Doors	NEW		
Closet	NEW		
Floor	NEW		
Electric fixtures	CLN		
Light bulbs	NEW		

FRONT PORCH			
Electric fixtures	CLN		
Light bulbs	NEW		
BACK PORCH			
Electric fixtures	N/A		
Light bulbs	N/A		
GARAGE/CARPOR			
Electric fixtures			
Light bulbs			
Remote Opener			

Handwritten: Study

3rd BEDROOM			
Walls	SC		
Ceiling	CLN		
Windows	SC		
Screens	SC		
Drapes/Blinds	SC		
Shutters			
Doors	N/A		
Closet	N/A		
Floor	CLN		
Electric fixtures	CLN		
Light bulbs	CLN		

According to state law:

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d)). According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment rent.
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Residents' possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

An itemized statement will be sent to you within 21 calendar days after the Owner/Agent has regained possession of the premises.

Move-In Inspection: *Handwritten:* Night Spray Acid

Resident: *[Signature]* Date: 5/16/19

Resident: *[Signature]* Date: 5/16/19

Resident: _____ Date: _____

Resident: _____ Date: _____

Owner/Agent: _____ Date: _____

Initial Inspection: _____ Date: 5/15/19

Owner/Agent: *[Signature]* Date: _____

Final Inspection: _____ Date: _____

Owner/Agent: _____ Date: _____



**Unauthorized Reproduction
 of Blank Forms is Illegal.**



<  114 Gigi Bolanos

Tuesday, October 12, 2021

Hey Allen. I wanted to list Marily's spot on Facebook so that I can start showing it by this weekend. I want to find a new roommate ASAP. Could you let me know important info that I need to include: deposit amount, requirements, restrictions etc?

4:00 PM

Hi Gigi, as you know Marily is the last Original Tenant on the lease agreement (entered in 8/6/17) to vacate the apartment.

I need to schedule a move-out inspection with Marily for any possible damages.

On that note, I would need to sign a new one year lease agreement with you and your new roomm

View all

9:58 PM



<  114 Gigi Bolanos ▾

new roomm

View all >

9:58 PM

Thursday, October 14, 2021

Thank you Allen, just to make sure that all of that information is accurate, I am going to consolidate with Bay Area Legal Aid before I post the place.

4:19 PM

Saturday, November 13, 2021

Good morning Gig, Marily and I will be over at the apartment tomorrow afternoon at 1pm to do the final move out inspection. I will start the turn-over process afterwards (patch and painting out Marily's room).

7:46 AM

Sunday, November 14, 2021

Hj Gigi, I just wanted to let you know that I just finished



< Me
9:58 PM, Oct 12

Hi Gigi, as you know Marily is the last Original Tenant on the lease agreement (entered in 8/6/17) to vacate the apartment.

I need to schedule a move-out inspection with Marily for any possible damages.

On that note, I would need to sign a new one year lease agreement with you and your new roommate after I have screened the new roommate. Both of you will need to have a combined monthly income (with recent 3 month's bank statements and pay stubs) at least three times greater than the new monthly rent.

The new rent is \$2,100.00. The deposit will be \$2,300.00.

Your new roommate must each have a clean rental and credit history of 650 or higher. The credit application fee is \$40.

No pets allowed besides your small dog Toby.

At the time of your move-in, I collected from you: \$1,100.00 in security deposit and \$900.00 in last month's rent. I will apply these amounts to the new lease agreement.

Please forward my number to the potential roommate to initiate the screen process.

Good luck.

Copy text

Share

More



<  114 Gigi Bolanos ✓

few minutes to respond?
I want to get this settled
as soon as possible.

11:39 AM

Thursday, February 17

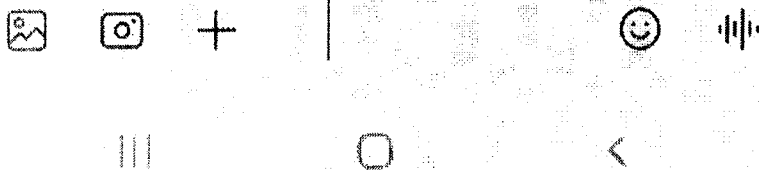
Hey Allen. The hearing
unit reached out to you
regarding mediation.
Please respond to them
ASAP.

5:56 PM

Friday, February 18

Hey Allen. Received your
written notice via letter.
Please respond to the
mediation request.

2:20 PM





EXCELSIOR
15 ONONDAGA AVE
SAN FRANCISCO, CA 94112-9991
(800) 275-8777

02/12/2022 01:35 PM

Product	Qty	Unit Price	Price
US Flag #10 Env	1	\$0.73	\$0.73
First-Class Mail® Letter	1		\$0.58
Oakland, CA 94606			
Weight: 0 lb 0.30 oz			
Estimated Delivery Date Mon 02/14/2022			
Certified Mail®			\$3.75
Tracking #: 7021272000174593841			
Affixed Postage			\$0.58
Affixed Amount: \$0.58			
Total			\$3.75

Grand Total: \$4.48

Credit Card Remitted \$4.48

Card Name: VISA
Account #: XXXXXXXXXXXX4262
Approval #: 05362G
Transaction #: 171
AID: A0000000031010 Chip
AL: VISA CREDIT
PIN: Not Required CHASE VISA

USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Preview your Mail
Track your Packages
Sign up for FREE
<https://informedelivery.usps.com>

UNITED STATES POSTAL SERVICE
IS HIRING!
Create your profile and apply online at www.usps.com/careers
Go to search & apply
Type in Keyword: San Francisco
Location: California
\$16.00/hour - \$22.62/hour
CHECK DAILY FOR
ADDITIONAL OPPORTUNITIES

All values final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device.



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

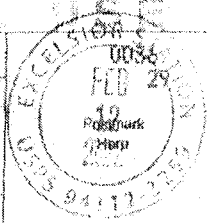
For delivery information, visit our website at www.usps.com

Oakland, CA 94606

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee if applicable)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.58

Total Postage and Fees \$4.33



02/12/2022

Sent To: Mr. Gino Gary Rolanos
Street and Apt. No. (or PO Box No.): 1111 E 15th St
City, State, ZIP+4: Oakland, CA 94606
PS Form 3800, April 2015 PSN 7530-02-000-9007

7021 2720 0001 7469 3841

000064

Dated 2/11/2022

Hello Ms. Gigi Saray Bolanos,

California Civil Code §1954.53(d)(2) mandates:

If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

Mary Balingit and Maria Lilygrace Abad were both the Original Tenants whom I signed a one-year lease agreement with back on 8/15/2017 for the 2 Bed/1 Bath unit at 114 E15th St, Oakland CA 94606. Their original one-year lease ended on 8/15/2018 and became month to month.

You are not an original tenant as defined by California Civil Code Section 1954.53 because you moved into the rental unit replacing Mary Balingit, a vacating Original Tenant and/or you were not a party to the original 8/15/2017 rental agreement and did not begin your tenancy fewer than thirty days thereafter.

The landlord did not waive his/her right to establish a new rent and lease/rental agreement and may increase the rent and create a new rental agreement/lease with new and different terms when the last original tenant permanently vacates the unit.

The landlord may accept rent payments directly from you as part of your tenancy and that this acceptance alone does not constitute a waiver of the landlord's right to increase the rent pursuant to California Civil Code Section 1954.53 when the last original tenant permanently vacates.

Maria Lilygrace Abad, who was the last Original Tenant of the 8/15/2017 lease agreement, officially moved out and turned in her keys on 11/14/2021. This is my official notice to you that I will need to sign a new one-year lease agreement at a new monthly rental rate of \$2,100.00 with you and your new potential roommate after which you both meet the screening process of the rental application for the 2 Bed/1 Bath unit at 114 E15th St, Oakland CA 94606.

Sincerely,



*Allen Wu
Property Manager of 114 E15th St, Oakland CA 94606*

000065



NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or ~~IS NOT~~ permitted in Unit 114, the unit you intend to rent.
- Smoking (circle one) IS or ~~IS NOT~~ permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or ~~IS NOT~~ a designated outdoor smoking area. It is located at _____.

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

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



AVISO A LOS INQUILINOS DEL RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

INFORMACIÓN PARA LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierra en un círculo) ESTÁ o NO ESTÁ permitido en la Unidad 114, la unidad que

CIUDAD DE OAKLAND
PROGRAMA DE AJUSTE A LA RENTA
250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243
(510) 238-3721
CA Relay Service 711
www.oaklandca.gov/RAP



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

Recibí una copia de este aviso el _____ (Fecha) _____ (Firma del inquilino)

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



住宅租金調整計劃的租客通知書

- 屋崙(奧克蘭)市的租金調整分部(RAP)旨在限制租金調漲(屋崙(奧克蘭)市政法規 8.22 章),且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本計劃限制範圍內,請聯絡 RAP 辦事處。
- 從 2017 年 2 月 1 日起,如果租金調漲幅度超出一般租金年漲幅(「CPI 漲幅」)或允許的「調整存放」漲幅,業主就必須向 RAP 陳情。調漲原因可包括但不限於固定資產整修和營運支出增加。對於這些類型的租金調漲方案,業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過每年最變動且最多 10% 的漲幅。如果不同意建議的租金調幅,您有權對業主的陳情提出抗辯。
- 對租金調漲提出抗辯:您可以租金調漲違法或者住房服務縮為由,向 RAP 陳情抗辯。如果您對租金調漲提出抗辯,(1)且業主隨同這份「租客通知」一併提供租金調漲通知,則您必須在收到租金調漲通知後九十(90)天內提出陳情;(2)但業主未隨這份「租客通知」提供租金調漲通知,則您必須在收到租金調整通知後的 120 天內提出陳情。如果業主在租期一開始時沒有提供這份租客通知,您就必須在第一次收到這份租客通知後的九十(90)天內提出請願,若需要請願書表格,可上網站 [Rent Adjustment Program Petition and Response Forms](#) (租金調整分部請願書和回應表格) 取得。
- 如果您對租金調漲有異議,在提出陳情之前,您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付,您將積欠從調漲生效日期算起的調漲金額。
- 屋崙(奧克蘭)市的驅逐管制規則(屋崙(奧克蘭)市政法規 8.22 中的「驅逐正當理由」)對所管制單位的驅逐理由設有限制。若要瞭解更多資訊,請聯絡 RAP 辦公室。
- 屋崙(奧克蘭)市政府每年會向業主收取每個出租單位的「租金分部服務費」(Rent Program Service Fee)。若業主準時支付這筆費用,就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙(奧克蘭)市的租客保護法令(Tenant Protection Ordinance, TPO)旨在遏阻房東的騷擾行為,並且在租客受房東騷擾的情況下賦予租客法律追索權(屋崙(奧克蘭)市政法規 8.22.600)。
- 業主 Y 得以 不得對本單位設下毫無限制的起租租金(例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金,則前任房客遷出後生效的租金是 。

針對租客的吸煙政策聲明

- 住房單位 114 (您有意承租的單位)「允許」或「不允許」吸煙(圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙(圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位,應附上一張可吸煙單位列表。)

屋崙 (奧克蘭) 市政府

租金調整分部

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

(510) 238-3721

CA Relay Service 711

www.oaklandca.gov/RAP



• 本建築物「有」或「沒有」指定的戶外吸煙區 (圈選一項)。該吸煙區位於 _____

我於 _____ 收到本通知書 _____
(日期) (租客簽名)

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

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



CITY OF OAKLAND

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

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T22-0078
PROPERTY ADDRESS: 114 East 15th Street
Oakland, California
DATE OF HEARING: September 20, 2022
DATE OF DECISION: October 18, 2022
APPEARANCES: Gigi Saray Bolanos, Tenant Petitioner
Allen Wu, Owner Respondent

SUMMARY OF DECISION

The Petition is granted.

CONTENTIONS OF PARTIES

On May 2, 2022, Gigi Saray Bolanos (“the Petitioner”) filed a Petition contesting a rent increase from \$1,800.00 to \$2,100.00, effective May 1, 2022. The Petitioner also alleged that the owner had decreased housing services by denying her the right to one-for-one replacement of roommates.

The owner, Allen Wu (“the Owner”) filed a Response contending that the rent increase was justified under California Civil Code section 1954.53(d) because “none of the original occupants permanently reside in the covered unit.” The Owner also contended that the Petitioner’s request to add a roommate was properly denied because the Petitioner did not send her request via USPS certified mail and because no potential roommate candidates submitted rental applications or proof of employment/income verification.

ISSUES

1. May the Owner raise the rent beyond the allowable CPI Rent Adjustment pursuant to California Civil Code sections 1954.50, *et seq.*?
2. Has the Petitioner suffered a decrease in housing services?
3. If the Petitioner has suffered a decrease in housing services, what restitution is owed to the Petitioner and how does that impact the rent?

EVIDENCE

The Petitioner and the Owner testified and submitted evidence showing that the Petitioner moved into 114 East 15th Street ("Unit 114") on May 16, 2019.¹ The Petitioner and the Owner testified that the Petitioner replaced Mary Balingit ("Ms. Balingit"), one of two original occupants who moved into Unit 114 in in 2015. The Owner testified that, in 2017, Ms. Balingit replaced a departing roommate with Maria "Marily" Abad ("Ms. Abad").

The Owner submitted a lease ("the August 6, 2017 Lease Agreement") that was signed by Ms. Balingit, Ms. Abad, and the Owner on August 6, 2017. (Exhibit 2).² The Petitioner and the Owner both testified that the Petitioner moved into Unit 114 pursuant to a Tenant Addition Addendum and Amendment ("the May 16, 2019 Addendum and Amendment") signed by the Petitioner, Ms. Abad, and the Owner. (Exhibit 3).³

The May 16, 2019 Addendum and Amendment states that "Gigi Bolanos (NEW TENANT)" shall become a "NEW TENANT" under the terms and conditions set forth in the August 6, 2017 Lease Agreement. The Petitioner testified that at the time she signed the addendum, she asked the Owner whether she was subletting and he responded, "No."

Under the terms of the May 16, 2019 Addendum and Amendment, Ms. Abad and the Petitioner agreed to be jointly and severally liable for all amounts that were and would become due and owing under the August 6, 2017 Lease Agreement. The parties also agreed that all refunds of monies paid in advance under the August 6, 2017 Lease Agreement, including the security deposit and advanced rent, would be paid jointly to Ms. Abad and the Petitioner. The Owner testified that, in May 2019, the Petitioner was given the August 6, 2017 Lease Agreement and "was added" to the August 6, 2017 Lease Agreement.

The Petitioner testified that when she moved in with Ms. Abad, the total rent was \$1,800.00. The Petitioner testified that she and Ms. Abad each paid \$900.00 in rent, in payments made directly to the Owner. The Petitioner testified that the rent was due on the fifteenth of each month. The Owner did not contest any of those assertions. The Owner testified that he charged the Petitioner a late rent fee in August 2019, which she paid.

The Owner's Response contended that Ms. Abad moved out of Unit 114 on November 14, 2021. The Petitioner did not contest that assertion. It was undisputed that the Petitioner paid the Owner the full \$1,800 in rent every month since Ms. Abad moved out.

Documents submitted by the Owner show that, on October 12, 2021, the Petitioner sent a text message to the Owner stating that she would like to find a new roommate as soon as

¹ It was undisputed that the Owner provided the RAP Notice to the Petitioner prior to the Petitioner moving into Unit 114, that the Owner has an active business license, and that the Owner has paid the RAP service fee.

² Residential Lease-Rental Agreement and Deposit Receipt signed August 6, 2017.

³ Tenant Addition Addendum and Amendment, Dated May 16, 2019

possible. (Exhibit 4).⁴ The Petitioner asked the Owner what information she needed to include when posting an advertisement for a roommate.

Later that day, the Owner responded in a text message that:

- because Ms. Abad was the last original occupant, the new rent would be \$2,100;
- the application fee for a potential roommate would be \$40;
- the Petitioner and the new roommate would both need to have a combined monthly income of at least three times \$2,100.00;
- the new roommate would need to have a clean rental and credit history;
- the Petitioner and her new roommate would need to sign a new, one-year lease agreement at the \$2,100.00 rate; and
- the Petitioner should forward the Owner's number to the potential roommate to initiate the screening process.

On October 14, 2021, the Petitioner sent a text message to the Owner stating that she would reach out to Bay Area Legal Aid to ensure that the information that the Owner provided regarding adding a roommate and increasing the rent was correct. The Petitioner testified that because she expected to be busy during the upcoming holidays, she put off trying to find a new roommate.

On February 4, 2022, the Petitioner sent a text message to the Owner stating that she had found a potential roommate ("the first potential roommate") and asking what the next steps were. (Exhibit 5).⁵ On February 5, 2022, the Petitioner sent another text message informing the Owner that she wanted the first potential roommate to be approved by the time the rent next became due (February 15, 2022).

On February 5, 2022, the Owner responded via text stating the process for adding a roommate would be the same as they discussed in October 2021. The Owner asked the Petitioner to forward the Owner's phone number to the first potential roommate to initiate the screening process.

On February 6, 2022, the Petitioner responded in a text stating that she would pass along the Owner's contact information to the first potential roommate. The Petitioner testified that she gave the Owner's phone number to the first potential roommate at that time. The text message also stated that the Petitioner never received a written rent increase notice, that Bay Area Legal Aid informed the Petitioner that the rent increase is "a complete separate issue from replacing a roommate", and that the first potential roommate should be processed under the rental rate in effect at that time (\$1,800.00).

The Owner testified that he received a text message from the first potential roommate (a woman named Jazmin) in which she asked the Owner to call her. The Owner testified

⁴ Text messages sent between the Owner and the Petitioner October 12 and 14, 2021, November 13 and 14, 2021, and February 17 and 18, 2022.

⁵ The last listed date on these text messages is Monday, April 25, 2022. Three subsequent messages are listed only as Tuesday, Wednesday, and Friday. Per the Petitioner's testimony, these text messages are accepted as being sent on Tuesday, April 26, Wednesday April 27, and Friday, April 29, 2022.

that he did not call the first potential roommate because he did not have time.

On February 8, 2022, the Petitioner sent a text message to the Owner stating that the Rent Adjustment Program informed her that replacing a roommate is a separate transaction from raising the rent, that Unit 114 is a rent-controlled unit, and that the rent could only be raised 1.9 percent. The Petitioner again stated in the text message that the first potential roommate should be processed under the rental rate in effect at that time (\$1,800.00).

On February 9, 2022, having not received a response from the Owner since February 5, 2022, the Petitioner sent a text message to the Owner asking if he had had time to connect with the first potential roommate. The Petitioner stated in the text message that it was imperative that an application be processed as soon as possible because the first potential roommate had to give notice to her landlord and because the Petitioner did not want to pay the full rent amount for the upcoming due date. The Petitioner testified that she wanted the first potential roommate to be moved in by February 20, 2022.

On February 10, 2022, the Petitioner texted the Owner stating that neither she nor the first potential roommate had heard from the Owner all week. The Petitioner stated in the text message that she wanted to get the issue resolved as soon as possible, that the first potential roommate was a good fit, and that the first potential roommate should have the opportunity to be processed. On February 11, 2022, still having not received a response from the Owner, the Petitioner sent a text to the Owner asking if he had had the opportunity to respond to or process the potential roommate.

The Petitioner testified that at some point between February 11, 2022 and February 16, 2022, she spoke to the Owner on the phone. The Petitioner testified that the Owner told her during that call that in order for the first potential roommate to be processed, the Petitioner would need to sign a new lease at the rate of \$2,100 per month. The Owner testified that the total amount of rent would be split "fifty-fifty" between the Petitioner and the first potential roommate. The Owner testified that the Petitioner refused to sign such a lease.

The Petitioner submitted a letter from the owner dated February 11, 2022, which the Petitioner said she received on February 18, 2022. The letter quotes California Civil Code section 1954.53(d)(2) in full. The letter states that Ms. Balingit and Ms. Abad were the original tenants who signed a one-year lease agreement on August 15 [sic], 2017. The letter also states that the Petitioner is not an original tenant as defined by California Civil Code section 1954.53. The letter further states the Owner's contention that acceptance of rent directly from the Petitioner does not constitute a waiver to increase the rent or enter into a lease agreement with different terms.⁶ Finally, the letter purports to be an official

⁶ At the hearing, The Owner requested that the Hearing Officer take judicial notice of an unsigned document titled "LEASE ADDENDUM FOR PURPOSE OF FUTURE COSTA-HAWKINS RENT INCREASE" that he said he downloaded from the Rent Adjustment Program website. The Petitioner objected to the document's admission into evidence because she never received the document from the Owner and because the Owner did not submit the document to the Rent Adjustment Program prior to the hearing. Judicial notice is not taken of the document because the

notice that the Petitioner will need to sign a new one-year lease agreement at a new monthly rental rate of \$2,100.00 after both the Petitioner and the first potential roommate pass the screening process.

The Owner testified that he refused to process the first potential roommate's application because the Petitioner would not agree to sign a new lease at the rate of \$2,100.00 per month. The Petitioner testified that by February 18, 2022, the first potential roommate backed out because of the Owner's refusal to process an application.

On April 25, 2022, the Petitioner sent a text message to the Owner stating that she had found a second potential roommate and indicated that she would pay the demanded \$2,100.00 per month. On April 26, 2022, the Petitioner sent a text message to the Owner asking if the Owner had had an opportunity to connect with the second potential roommate and telling the Owner that the Petitioner would sign a new lease under the Owner's demanded terms. That text also stated that she wanted the second potential roommate to be processed before the next month's rent became due (on May 15, 2022).

On April 27, 2022, the Petitioner sent another text message to the Owner asking if he had had a chance to start processing the second potential roommate. On April 29, 2022, the Petitioner again texted the Owner asking if he had had a chance to process the second potential roommate.

The Owner testified that he did not respond to any of those text messages because there was "not enough time" for the Owner to process the second potential roommate's application to allow for a move-in date of May 15, 2022. The Owner also testified that he wanted to receive the request to process the second potential roommate via certified mail. The Owner and the Petitioner both testified that the Owner never told the Petitioner that she needed to submit her request by certified mail. The August 6, 2017 Lease Agreement only states that any notice that the tenant gives "may be given" to the Owner via mail.

The Petitioner testified that the second potential roommate fell through because of the Owner's lack of response to her request. The Petitioner testified that as of the hearing date, she had a third potential roommate lined up.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Owner Cannot Increase the Rent Beyond the CPI Rent Adjustment Amount Because the Tenant Was Not a Subtenant or Assignee, but Rather a Tenant Under the Original Lease Agreement.

The owner's reliance on the Costa-Hawkins Rental Housing Act, Civil Code sections 1954.50, *et seq.* ("the Costa-Hawkins Act") to justify the rent increase is misguided.

Petitioner was never served a copy of the document prior to the hearing and because it is irrelevant, since neither party signed, served, or was served such a document.

While section 1954.53(d) of the Costa-Hawkins Act allows an owner to increase the rent beyond local rent control limitations when no original occupant permanently resides there, such increases are allowed *only* when the remaining occupant is a sublessee or assignee.⁷

The Petitioner's initial occupancy commenced on May 16, 2019, when she and the Owner signed the tenant addendum. The May 16, 2019 Addendum and Amendment specifically lists the Petitioner as a "new tenant" under the terms and conditions of the prior lease (the August 6, 2017 Lease Agreement). The May 16, 2019 Addendum and Amendment made the Petitioner personally liable for the entire \$1,800.00 rent and made her personally responsible for abiding by the terms of the August 6, 2017 Lease Agreement.

By residing in Unit 114 with the Owner's express consent and under the explicit authority of the underlying lease, the Petitioner's occupancy was treated as a continuation of the original occupancy even after Ms. Abad vacated.⁸ The Petitioner became the Owner's *tenant* (rather than a subtenant or assignee) in May 2019 when she entered into an agreement with the Owner and then paid rent directly to the Owner.⁹ Because the Petitioner has been a tenant since May 2019, the landlord cannot increase the rent beyond local rent control limitations. The proposed rent increase of \$300.00 is above the allowable CPI amount and is therefore unlawful.

The Petitioner is Entitled to Compensation for a Decrease in Housing Services because the Owner Interfered with the Petitioner's Right to a One-for-One Roommate Replacement

The right to one-for-one replacement of roommates is a housing service under the Rent Adjustment Ordinance.¹⁰ A decrease in housing services is considered an increase in rent.¹¹ Where a tenant has been served a RAP Notice, that tenant must file a petition for a decrease in services within ninety days of the date the tenant is noticed or first becomes aware of the decreased housing service.

The Petitioner suffered a decrease in housing services because the Owner refused to process applications for potential one-for-one replacement roommates. This decrease in housing services began on February 20, 2022, the date that the Petitioner expected the first potential replacement roommate to move into Unit 114. The Petitioner filed the instant petition on May 2, 2022, seventy-one days after the decrease in services began, so the petition was filed timely.

Based on evidence presented by both the Owner and the Petitioner, the Owner only

⁷ CAL. CIV. CODE § 1954.53(d)(2), *Cobb*, 98 Cal. App. 4th at 351-352

⁸ CAL. CIV. CODE § 1954.53(d)(2); *Cobb*, 98 Cal. App. 4th at 351-352; *DeZerega v. Meggs*, 83 Cal. App. 4th 28, 41, (2000)

⁹ *Cobb*, 98 Cal. App. 4th at 352-353

¹⁰ OAKLAND MUN. CODE § 8.22.020

¹¹ OAKLAND MUN. CODE § 8.22.070(F)

requested that the Petitioner ask the potential roommates to call him to initiate the application process. The Petitioner complied with that request. As shown through the testimony and by the text messages submitted into evidence, both potential roommates called and left voicemails for the Owner. The Owner never responded to either of those potential roommates.

The Owner gave three explanations at the hearing for his refusal/failure to initiate the application process with potential roommates: 1) that the Petitioner refused to sign a lease that included a rental rate of \$2,100.00; 2) that the Petitioner was required to submit her request to replace a roommate by certified mail; and 3) that there was “not enough time” for the Owner to process the second potential roommate’s application prior to the next rental payment due date.

As discussed above, the Owner’s first explanation fails because the Petitioner was under no obligation to sign a rental agreement that included a \$300.00 rent increase. The explanation also fails because the Petitioner communicated to the Owner (in her April 25 and April 26, 2022 text messages) that she would sign a rental agreement that included the \$300.00 rent increase, even though she was under no obligation to do so.

The Owner’s second explanation, that the Petitioner was required to submit her request to replace a roommate via certified mail has no basis in law or fact. There is no requirement by law, or under the terms of the August 6, 2017 Lease Agreement, or under the terms of the May 16, 2019 Addendum and Amendment that a tenant submit a request to replace a departing roommate by certified mail. The August 6, 2017 Lease Agreement says that a tenant “may” provide notices to the Owner via mail, but it does not require that a tenant provide any notices via mail. Finally, the Owner admitted at the hearing that he never told the Petitioner that she needed to send her request by certified mail.

The Owner’s third explanation, that there was not enough time to process the second potential roommate’s application, is not credible. The Petitioner requested that the second potential roommate be processed on April 25, 2022 (twenty days before the next rental payment due date of May 15, 2022). The Owner had sufficient time to speak with the second potential roommate, review an application, and run credit and background checks in order to approve or deny the application. But again, the Owner did not respond to the Petitioner’s text messages and did not return a call from the second potential roommate.

Although the Owner did not raise this argument during the hearing, his Response to the Petition states that “no potential roommate candidates submitted rental applications or proof of employment/income verification.” This argument fails because the Owner did not respond to the potential roommates when they contacted him, as the Owner requested, to begin the application process. The Owner did not give the potential roommates the opportunity to submit rental applications and related documents.

The Petitioner is Entitled to Fifty Percent of the Rent in Restitution for the

Decrease in Housing Services and a Fifty Percent Decrease of the Rent Until the Housing Service is Restored

The rent has historically been split in equal amounts by the tenants, with each tenant paying \$900.00 of the \$1,800.00 rent. It was undisputed that if a new roommate moved in, the rent would continue to be split in equal amounts by each of the two occupants. Therefore, the decrease in services is valued at fifty percent of the rent.

The Petitioner's base rent is \$1,800.00. The tenant was current on rent as of the date of the hearing. The decrease in housing services began on February 20, 2022. From the date the decrease in housing services began through the date of the hearing, the Petitioner is awarded \$6,272.88 in restitution for the value of the lost service.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. of Months	Amount Overpaid
Right to One-to-One Roommate Replacement	20-Feb-22	20-Sep-22	\$1,800.00	50%	\$900.00	6.97	\$6,272.88
TOTAL LOST SERVICES							\$6,272.88

Because the total overpayment is greater than one hundred percent of the monthly rent, the restitution period will be twelve months.¹² The tenant's rent is reduced by \$522.74 per month for twelve months.

RESTITUTION

	MONTHLY RENT	\$1,800.00
	TOTAL TO BE REPAYED TO TENANT	\$6,272.88
	TOTAL AS PERCENT OF MONTHLY RENT	348.49%
	MO. BY REG.	
AMORTIZED OVER	12	IS \$522.74

If the owner does not restore the right to one-to-one roommate replacement, the Petitioner is also entitled to an ongoing rent decrease of fifty percent, beginning from September 20, 2022, the date of the hearing. If the right to one-to-one roommate replacement is not restored, the Petitioner's legal rent is \$900.00 before consideration of restitution. The Petitioner's restitution decreases that amount, meaning the Petitioner shall pay the Owner \$377.26 per month in rent for each month until the service is restored and a valid change of terms of tenancy notice is served on the tenant.

¹² RENT ADJUSTMENT PROGRAM REGUL. § 8.22.110(F)(4)(d)

A rent increase based on the restoration of the right to one-to-one roommate replacement may only be taken following a valid change of terms of tenancy notice pursuant to California Civil Code section 827.¹³ Once the service is restored and the rent increase becomes effective, the Petitioner may then continue to deduct \$522.74 from the increased rental amount until the end of the twelve-month amortization.

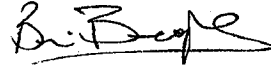
Order

1. Petition T22-0078 is granted.
2. Effective August 1, 2015, the base rent for the unit is \$1,800.00 before consideration of restitution or any current decreased housing services.
3. The Petitioner is owed restitution in the amount of \$6,272.88 due to the decreased housing services. This overpayment is adjusted by a rent decrease for the next twelve months in the amount of \$522.74 per month.
4. If the service (the right to one-to-one roommate replacement) has not been restored, the Petitioner is additionally entitled to an ongoing rent decrease of fifty percent. The Petitioner's legal rent is therefore \$900.00 until the right to one-to-one roommate replacement is restored.
5. While the right to one-to-one roommate replacement remains denied, the Petitioner must pay rent in the amount of \$377.26 per month for the months of November 2022 through October 2023.
6. Once the right to one-to-one roommate replacement is restored and proper notices sent, the Petitioner's total rent reverts to \$1,800.00. At that point, the Petitioner may continue to deduct \$522.74 from her portion of the total rent through October 2023.
7. The owner must provide the necessary notice pursuant to California Civil Code section 827.
8. Nothing in this Order prevents the owner from increasing the Petitioner's rent according to the laws of the Rent Adjustment Ordinance and the State of California at any time.
9. 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

¹³ RENT ADJUSTMENT PROGRAM REGUL. § 8.22.110(F)

Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: October 18, 2022



Brian Brophy
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T22-0078

Case Name: Bolanos v. Wu

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

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

Documents Included

Hearing Decision

Owner

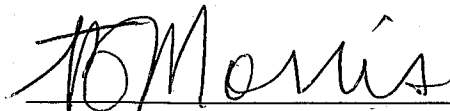
Allen Wu
P.O Box 12081
San Francisco, CA 94112

Tenant

Gigi Saray Bolanos
114 East 15th Street
Oakland, CA 94606

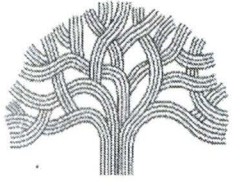
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 19, 2022** in Oakland, California.



Teresa Brown-Morris
Oakland Rent Adjustment Program

000081



CITY OF OAKLAND

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

For Rent Adjustment Program date stamp.

APPEAL

Appellant's Name <i>Allen WH</i>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>114 E 15th St</i>			
Appellant's Mailing Address (For receipt of notices) <i>PO Box 12001 San Francisco, CA 94112</i>		Case Number <i>122-0078</i>	Date of Decision appealed <i>10/18/2022</i>
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, Regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - 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.)*

000082

- 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. Number of pages attached: 25.

• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 11/14, 2022, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Gigi Savay Bdanos
Address	114 E 15th St
City, State Zip	Oakland, CA 94606
Name	
Address	
City, State Zip	

	11/17/2022
---	------------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

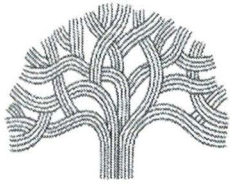
000083

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 15 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 20 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 entire 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.

000084



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

- Use this *PROOF OF SERVICE* form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a copy of this *PROOF OF SERVICE* form to the opposing parties together with the document(s) served.
- File the completed *PROOF OF SERVICE* form with the Rent Adjustment Program together with the document you are filing and any attachments you are serving.
- Please number sequentially all additional documents provided to the RAP.

PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

I served a copy of:

Appent
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 25 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. United States mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

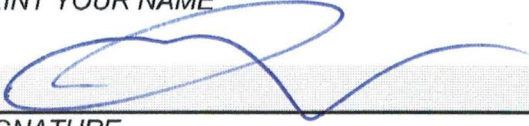
PERSON(S) SERVED:

Name	Gigi Savvy Bolanos
Address	118 Elm St
City, State, Zip	Oakland, CA 94606

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 11/14/2022 (insert date served).

Allen Wn

PRINT YOUR NAME



SIGNATURE

11/17/2022

DATE

- 1) There are math/clerical errors that require the Hearing Decision to be updated. (Please clearly explain the math/clerical errors.)

OMC 8.22.110((A) HEARING PROCEDURE/ Postponements

<https://cao-94612.s3.amazonaws.com/documents/Oakland-Rent-Adjustments-Regulations-w-0521-amends-w-Appendix-A-clean-copy.PDF>

The original Rent Adjustment Hearing/Settlement Conference was scheduled for 7/20/2022 at 10AM. (See Notice; Photo of Zoom Meeting login and email)

- The Rent Adjustment Hearing was postponed without reason or my approval to the new Hearing date of 9/20/2022 at 10AM. (See OMC 8.22.110(A))
- An official notice which included a copy of the "Amended Notice of Remote Settlement Conference and Hearing" along with a copy of the "Zoom Invitation for RAP Hearing" was served with a Proof of Service dated 7/13/2022 by Brittini Lothlen. The envelope was meter stamped on 7/13/2022. I did not receive the letter until the day of the original hearing date of 7/20/2022; and was unaware of the change in date until after I logged in for the 10AM hearing on 9/20/2022; nor did I have the option to protest this change.
- Had the RAP Hearing occurred on the original date of 7/20/2022; Ms. Gigi Bolanos (the Petitioner) would not have "overpaid" (and I would not have been fined) the additional 2 month's worth of rent for the months of August and September of 2022. The Hearing Decision dated 9/18/2022; has calculated a Decrease of \$900.00 per month from 2/20/22 to 9/20/22 for 6.97 months for a total of \$6,272.88. This total amount of Lost Services is incorrect and should be deducted by two month's rent or \$1,800.00 for half of the rent for August and September of 2022, as the postponement was neither approved nor caused by me.
- **The correct total amount of Lost Services (from 2/20/22 to 7/20/22) to be repaid to the tenant should be \$4,472.88; which amortized over 12 months is \$372.74; and not \$6,272.88 amortized over 12 months as \$522.74.**

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.
- c) The decision raises a new policy issue that has not been decided by the Board.
- d) The decision violates federal, state, or local law.
- e) The decision is not supported by substantial evidence.
- f) I was denied a sufficient opportunity to present my claim or response to the petitioner's claim.
- h) Other.

(California Civil Code § 1954.53(d)) Sublets and Assignments. Under specified conditions, Costa-Hawkins permits an owner to set initial rents without restriction when a covered unit is sublet or assigned and none of the original occupants permanently reside in the covered unit.

(California Civil Code § 1954.53(a)) Permits landlords to impose whatever rent they choose at the commencement of a tenancy.

"The Costa-Hawkins Act establishes vacancy decontrol for residential dwelling units where the former tenant has voluntarily vacated, abandoned or been legally evicted. (Legis. Analyst, analysis of Assem. Bill No. 1164 (1995-1996 Reg. Sess.) p. 2.) CVC§ 1954.53(d)); Cobb, 98 Cal. App. 4th

- **Original occupants** are those that took possession of a unit with the express consent of the landlord at the time that the base rent for the unit was first established with respect to the vacant unit. The original occupant doesn't have to be named on the lease but must be able to show they moved in at the same time as the named person on the lease.
- A "**Subsequent occupant**" means an individual who became an occupant of a rental unit while the rental unit was occupied by at least one original occupant.

Mary Balingit was the Original Occupant; she first moved into the unit at 114 E15th St, Oakland, CA 94606; and took possession of the unit with the express consent of the landlord at the time the initial base rent for the unit was first established without limitation on 3/22/2015. Ms. Balingit's Move-in date is also documented in the Security Deposit Refund Form dated 4/28/2019.

Both Mary Lilygrace Abad and Gigi Bolanos were a one-for-one replacement of a vacating occupant after the initial move in date of 3/22/2015; and cannot prove that they moved into or took possession of the unit at the same time Ms. Balingit is the Original Occupant on 3/22/2015. Therefore by definition, Ms. Abad and Ms. Bolanos are both "Subsequent occupants" and not "Original occupants".

Ms. Abad initial occupancy commenced on 8/6/2017 when she entered a Lease Agreement (over two years after Ms. Balingit's occupancy date of 3/22/2015). Ms. Bolanoes, The Petitioner signed the Tenant Addition Addendum on 5/16/2019, and began her initial occupancy thereafter; which is one year and nine months after Ms. Abad's initial occupancy under the 8/6/2017 Lease. This fact proves that the Petitioner is **not** an "Original occupant" as she did not move in at the same date the 8/6/2017 lease was signed; but in fact a "Subsequent occupant."

Glossary; CALIFORNIA TENANTS A GUIDE TO RESIDENTIAL TENANTS' AND LANDLORDS' RIGHTS AND RESPONSIBILITIES (<https://www.courts.ca.gov/documents/California-Tenants-Guide.pdf>)

- **Assign/assignment**—an agreement between the original tenant and a new tenant by which the new tenant takes over the rental agreement pertaining to the unit and becomes responsible to the landlord for everything that the original tenant was responsible for. The original tenant is still responsible to the landlord if the new tenant does not live up to the obligations of the rental agreement (see novation; compare to sublease). ****Page 108 of Glossary; (<https://www.courts.ca.gov/documents/California-Tenants-Guide.pdf>)**
- **Novation**—in an assignment situation, a novation is an agreement by the landlord, the original tenant, and the new tenant that makes the new tenant (rather than the original tenant) solely responsible to the landlord. ****Page 112 of Glossary; (<https://www.courts.ca.gov/documents/California-Tenants-Guide.pdf>)**
- **Sublease**—a separate rental agreement between the original tenant and a new tenant to whom the original tenant rents all or part of the rental unit. The new tenant is called a "subtenant." The agreement between the original tenant and the landlord remains in force,

and the original tenant continues to be responsible for paying the rent to the landlord and for other tenant obligations. (Compare to assignment.) ****Page 114 of Glossary;**
(<https://www.courts.ca.gov/documents/California-Tenants-Guide.pdf>)

The Hearing Decision omitted my evidence (The first amendment to the 8/6/2017 lease; titled "Tenant Vacate Addendum") that was submitted along with my response to the petition on 6/4/2022. It clearly documented Ms. Balingit (the original occupant) vacating and returning the premises to me on 4/7/2019. Ms. Balingit paid her portion for the damages deducted from the prepaid security deposit; and released all obligations of the rental agreement to Ms. Abad when she and Ms. Abad signed the 5/15/2019 "Tenant Vacate Addendum", the first amendment to the 8/6/2017 Lease Agreement. The 5/15/2019 Tenant Vacate Addendum by definition in accordance to Page 108 of Glossary; CALIFORNIA TENANTS A GUIDE TO RESIDENTIAL TENANTS' AND LANDLORDS' RIGHTS AND RESPONSIBILITIES (<https://www.courts.ca.gov/documents/California-Tenants-Guide.pdf>) serves as an "Assignment" transferring the entire property and all of the rights and obligations under the terms of the 8/6/2017 lease from Ms. Balingit to Ms. Abad; making Ms. Abad an "Assignee" and not an "Original Occupant" from 5/15/2019 onward.

The 5/15/2019 "Tenant Vacate Addendum", became my written consent to the assignment of the 8/6/2017 lease agreement from Ms. Balingit to Ms. Abad. This further supports my initial claim to (California Civil Code § 1954.53(d)) Costa-Hawkins permits an owner to set initial rents without restriction when a covered unit is sublet or assigned and none of the original occupants permanently reside in the covered unit.

On 5/16/2019, Ms. Bolanos "the Petitioner"; Ms. Abad "Assignee" and I signed the "Tenant Addition Addendum" (the second amendment to the 8/6/2017 Lease) which begun Ms. Bolanos' initial occupancy. The 5/16/2019 "Tenant Addition Addendum", is a separate rental agreement from the 8/6/2017 Lease; between Ms. Abad; Ms. Bolanos and myself. This agreement made Ms. Bolanos a "Co-Assignee" and the one-for-one replacement of Ms. Balingit and not a continuation of the original occupancy.

Ms. Balingit had already released and relinquished all of her obligations and rights to the premise and lease agreement when she signed the 5/15/2019 "Tenant Vacate Addendum".

The Hearing Decision is incorrect and misinterpreted Ms. Bolanos' occupancy as a continuation of the Original Occupancy even after Ms. Abad vacated by comparing it to Cobb, 98 Cal. App. 4th at 351-352. The Hearing Decision omitted the fact that Ms. Balingit (the original occupant) vacated and returned the premises to me on 4/7/2019; and signed a "Tenant Vacate Addendum" on 5/15/2019 with Ms. Abad, the first amendment to the 8/6/2017 Lease Agreement. This served as an "Assignment" transferring the entire property and all of the rights and obligations under the terms of the 8/6/2017 lease from Ms. Balingit to Ms. Abad with my express written consent.

These two circumstances were present and fulfill the requirements listed under Cobb, 98 Cal. App. 4th at 352-353.

- Ms. Abad and Ms. Bolanos' became sublessee or assignee of Ms. Balingit as of 5/15/2019.
- Ms. Bolanos' initial occupancy as a new tenant commenced after 5/16/2019 (California Civil Code § 1954.53(a)).

"As previously noted, the Costa-Hawkins Act also provides that the landlord may increase the rent by any amount to the lawful sublessee or assignee of the original occupant when the original occupant no longer resides in the unit permanently and the sublessee or assignee did not reside in the unit prior to 1/1/1996. "(CVC 1954.53(d); Cobb, 98 Cal. App. 4th at 352-353."

The Hearing decision is correct in stating that " the 5/16/2019 Addendum made the Petitioner personally liable for the entire \$1,800.00 rent made her personally responsible for abiding by the terms of the 8/6/2017 Lease Agreement." This is the very definition of what an Assignee/assignment is:

- **"Assign/assignment**—an agreement between the original tenant and a new tenant by which the new tenant takes over the rental agreement pertaining to the unit and becomes responsible to the landlord for everything that the original tenant was responsible for. The original tenant is still responsible to the landlord if the new tenant does not live up to the obligations of the rental agreement (see novation; compare to sublease)." ***Page 108 of Glossary; (<https://www.courts.ca.gov/documents/California-Tenants-Guide.pdf>)*

The exact conditions of the 5/16/2019 Addendum states:

"The NEW TENANT acknowledges receipt of the Lease Agreement and all addendums thereto. All parties to this Tenant Addition Addendum agree to be jointly and severally liable under the Lease Agreement for all amounts due and owing, whether past due, currently due or to be owed in the future, and all parties agree to abide by all terms of the Lease Agreement, including but not limited to any addendums. All parties below hereby acknowledge and agree that upon vacating the Property any and all refunds of monies paid in advance under the terms of the Lease Agreement, to include, but not limited to, security deposits and advance rent, shall be jointly paid to all of the TENANTS, which shall include all NEW TENANTS added to the Lease Agreement. "

This clearly includes the 5/15/2019 "Tenant Vacate Addendum" in which establishes the Assignment between the vacating Original tenant and the new tenant as the one-for-one replacement. An assignment occurs when a tenant transfers all of its rights and obligations under the term of the lease to another individual or entity for the entire remaining term of the lease. Essentially, the new tenant takes the place of the old tenant and releases the old tenant of its obligations to the landlord. The extent of the obligations released depends on the terms of the assignment clause. Let's not forget Line numbers 3; 9 and 20 of the 8/6/2017 Lease Agreement signed between me, Mary Balingit and Maria Lilygrace Abad, states the following:

- **Line number 3: "Multiple Occupancy: It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. In the event of default by any signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement."**
- **Line number 9: "Assignment and Subletting: Tenant shall not assign this agreement or sublet any portion of the premises without written consent of the Owner."**

- **Line number 20: "Waiver: No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his right to enforce any term hereof."**

In contract, **joint and several liability** arises when two or more persons jointly promise in the same contract to do the same thing, but also separately promise to do the same thing. This means that as part of their obligations as Assignees, Ms. Abad and Ms. Bolanos, both jointly promise to pay their portion of their of \$1,800.00 rent by the 15th of each month directly to me the Landlord.

To further define Ms. Bolanos as an Assignee and/or Sub-tenant under a Sublease; *Page 114 of Glossary; CALIFORNIA TENANTS A GUIDE TO RESIDENTIAL TENANTS' AND LANDLORDS' RIGHTS AND RESPONSIBILITIES defines a Sublease as follows:*

- **Sublease**—a separate rental agreement between the original tenant and a new tenant to whom the original tenant rents all or part of the rental unit. The new tenant is called a "subtenant." The agreement between the original tenant and the landlord remains in force, and the original tenant continues to be responsible for paying the rent to the landlord and for other tenant obligations. (Compare to assignment.) ***Page 114 of Glossary; (<https://www.courts.ca.gov/documents/California-Tenants-Guide.pdf>)*

Sublease and assignment clauses accomplish similar results. They allow tenants to transfer their lease obligations to another individual or entity. However, each clause operates in a different way.

- With a sublease, a tenant transfers part of the leased property to another tenant while remaining on the premises, or transfers the entire property to another tenant for a period of time during the term of the lease. A sub-lease agreement is usually an assignment, not a novation. The primary leaseholder remains responsible for non-payment or damage.
- An assignment occurs when a tenant transfers all of its rights and obligations under the term of the lease to another individual or entity for the entire remaining term of the lease. Essentially, the new tenant takes the place of the old tenant and releases the old tenant of its obligations to the landlord. The extent of the obligations released depends on the terms of the assignment clause.

The Hearing decision's use of the word "Tenant" is convoluted. According to **(OMC 8.22.340 – Definitions.)** "Tenant" means any renter, tenant, subtenant, lessee, or sublessee of a rental unit, or any group of renters, tenants, subtenants, lessees, sublessees of a rental unit, or any other person entitled to the use or occupancy of such rental unit, or any successor of any of the foregoing.

(https://library.municode.com/ca/oakland/codes/code_of_ordinances?nodeId=TIT8HESA_CH8.22REREA_DEV_ARTIIJUCAEVORMEEE_8.22.340DE)

Ms. Balonos is neither an "Original Occupant" as she was not present during the signing and negotiation process of the original lease agreement nor did she begin her tenancy fewer than thirty days thereafter. This is the definition of an Original tenant as described in **the City of Oakland Rent Adjustment Program's "Lease Addendum for Purpose of Future Costa-Hawkins Rent Increase" form.** <https://cao-94612.s3.amazonaws.com/documents/TENANCY-TURNOVER-SUBLEASE-ADDENDUM-10-9-2020.pdf>

This reiterates my petition response that "None of the original occupants permanently reside in the covered unit. (California Civil Code §1954.53(d)). Both of the original occupants on the original lease agreement signed 8/6/2017; moved out of the covered unit on their own accord. Mary Balingit moved out 4/7/2019; Maria Lilygrace Abad moved out 11/14/2021.

The owner is allowed to set an initial rent without restriction pursuant to Costa-Hawkins and O.M.C. 8.22.080 (C). I notified Gigi Bolanos this via text on 10/12/2021. Then again, via USPS certified mail along with the RAP forms, on 2/12/2022."

I stated during the Hearing that I did not respond to any of the potential roommates, because the Petitioner refused to sign a new lease to set an initial rent without restriction pursuant to Costa-Hawkins vacancy decontrol. What was omitted from my hearing statement is the following:

- "Ever since the original occupant, Mary Balingit, moved in back in 2015; she had a constant revolving door of replacement roommates. Each of whom, was grandfathered in under Mary's protected base rent as the Original occupant. When, Gigi (the Petitioner) moved in as a one-for-one replacement of Mary; I was still unable to reset the initial base rent back to the current Market rate because of Maria Lilygrace Abad's continued occupancy.
- The Petitioner stated that a one-for-one roommate replacement is a separate issue from my claim to reestablish the initial base rent without restriction in pursuant to Costa-Hawkins vacancy decontrol. I argued that this is not true; due to the fact that if I was proceeded to sign another lease agreement with any of the potential roommates; I would be forced to continue the base rent of \$1800.00 per month with the new replacement roommate, thus prohibiting me the ability to reset an initial "Market Rate" rent until the last set of new group of tenants vacates the unit. I have also stated that I have not raised the monthly rent since Maria Lilygrace Abad had moved in with Mary Balingit back in 8/6/2017, due to this very same reason.

In order to exercise my right to reestablish the initial base rent without restriction in pursuant to Costa-Hawkins vacancy decontrol. I would like to set the new base rent to \$2,400.00 to match the current Market Rate.

- I also stated at the Hearing, when I first texted the Petitioner in 10/12/2021; the rent increase to \$2,100.00 was also below Market Rate. Now that the Hearing took place a full year after that text message was sent, the Market Rate rent is no longer that same rate. Comparable rent for similar apartments in the nearby vicinity was and still is \$2,400.00 per month. (See attached Craigslist postings of (3)comparable apartment units).

2) Appealing the decision for one of the grounds below (required):

h) Other.

- The Hearing Decision directly contradicts the four main points of the "Lease Addendum for Purpose of Future Costa-Hawkins Rent Increase" form found on the City of Oakland Rent Adjustment Program's website under the "**Rent Adjustment Program Forms & Notices for Property Owners**" tab. The **Sublease Addendum (PDF)** can be found at this link: <https://cao-94612.s3.amazonaws.com/documents/TENANCY-TURNOVER-SUBLEASE-ADDENDUM-10-9-2020.pdf>
- The link to the form comes with the following description: "The Lease Addendum, prepared by the City of Oakland Rent Adjustment Program, is for use when there is partial tenancy

turnover. It clarifies that tenants who move into rental units during an existing tenancy are not original tenants and only have the right to the current controlled rent until the last original tenant permanently vacates the unit. The Lease Addendum clarifies that the landlord may raise the rent without limitation on all remaining tenants." Cited from <https://www.oaklandca.gov/documents/rent-adjustment-program-forms-notices-for-property-owners>

- The "Lease Addendum for Purpose of Future Costa-Hawkins Rent Increase" form found on the City of Oakland Rent Adjustment Program's website specifically states the following four key points:
 - o 1) "I acknowledge that I am not an original tenant as defined by California Civil Code Section 1954.53 because I am replacing a vacating tenant and/or I was not a party to the original rental agreement and did not begin my tenancy fewer than thirty days thereafter."
 - o 2) "... the landlord may increase the rent and create a new rental agreement/lease with new and different terms when the last original tenant permanently vacates the unit."
 - o 3) "...the landlord may accept rent payments directly from me as part of my tenancy and that this acceptance alone does not constitute a waiver of the landlord's right to increase the rent pursuant to California Civil Code Section 1954.53 when the last original tenant permanently vacates."
 - o 4) It further continues, "... the landlord does not waive his/her right to establish a new rent and lease/rental agreement unless s/he received written notice of tenancy termination from the last original tenant and thereafter accepts rent before serving notice of a new rent."
- At the Hearing, I requested the Hearing Officer to take judicial notice of the "Lease Addendum for Purpose of Future Costa-Hawkins Rent Increase" form found on the City of Oakland Rent Adjustment Program's website. In footnote #6 on pages 4 and 5 of the Hearing Decision; it states that "Judicial notice is not taken of the document because the Petitioner was never served a copy of the document prior to the hearing and because it is irrelevant, since neither party signed, served, or was severed such a document."
- This is not true; as I have responded to the Hearing Officer that my Certified Mail Notice which was severed on 2/11/2022 to the Petitioner was written practically verbatim and heavily based on this document. I also stated at the Hearing, that this document was prepared by City of Oakland Rent Adjustment Program and placed on their public website for landlords to download and use as guidelines to reserve their right to claim Costa-Hawkins rent increases.
- The main reason why I had the Petitioner sign a "Tenant Addition Addendum" instead of a regular Lease Agreement, was to protect my future right to establish the initial rent back to Market Rate, once the last remaining original occupant had voluntarily vacated the rental unit in a partial tenancy takeover.

- I emphasized (to the Hearing Officer); that **If the City of Oakland Rent Adjustment Program took the time to prepare this document and made it readily available for the public to download and use; This document should not be ignored or omitted as common practice from a Rent Adjustment Hearing and decision.**
- The underlying premise of signing the May 16, 2019 tenant addendum is the same as the "Lease Addendum for Purpose of Future Costa-Hawkins Rent Increase". Both state the fact that the "New" tenant is a replacement of a vacating tenant, with the Owner's express consent. Under both addendum, the "new tenant" has entered an agreement with and pays rent directly to the Owner. Without the explicit authority of an underlying original lease agreement, what is the "Lease Addendum for Purpose of Future Costa-Hawkins Rent Increase" being amended to? A sub-lease is written and based on an original lease agreement which initially used to establish a rental/contractual agreement between the landlord and occupants.
- How does the Petitioner become a continuation of the original occupancy; and a tenant when she directly pays me after she signs the May 16, 2019 tenant addendum? But, not the same when if she signs to the City of Oakland Rent Adjustment Program's "Lease Addendum for Purpose of Future Costa-Hawkins Rent Increase" form? In other words, how does the "Lease Addendum for Purpose of Future Costa-Hawkins Rent Increase" form differentiate the Petitioner as a "New Tenant" and not an "Original Tenant" who can be subjected to a Costa-Hawkins rent increase?

Decrease in Housing Service

I rented out 114 E15th St as a whole unit for the base rent of \$1,800.00. I did not rent the unit out as separate rooms. In exchange for paying the full months' rent of \$1800.00, after Mary Lilygrace Abad (the other roommate) had vacated the premise on 11/14/2021; Gigi the Petitioner got full use of the entire unit; this includes the full use and access of the second bedroom. The argument of a decrease in housing service because the landlord refused to process qualified and potential roommate candidates **did not address the fact that the Petitioner also received an increase in Service (the additional bedroom) in exchange for the full month's rent.**

- A lease addendum is a legally binding document that both landlords and tenants agree to and sign (i.e., you can't add it to the lease without the tenant's knowledge). Addendums modify the original lease agreement and/or provide additional information related to specific rental policies.
- My closing statement was also omitted. There is no chance for the small time landlords to make a fair return under the current changes that continues to penalize rental property owners with mandated rent caps that cuts the CPI formula for Allowable Rent Increases by 50% (last year's CPI was 1.9%. This year, the approved 6.7% CPI was reversed to 3%); National inflation rate over 8%; increased operating costs; newly revised laws that prohibits evictions during the pandemic.



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

PROOF OF SERVICE

OWNER RESPONSE

* **And additional documents uploaded with the Petition**

Case number: T22-0078

Electronic Petition number: 15088

Electronic Response number: 1211

I declare under penalty of perjury under the laws of the State of California that on **06-04-2022**, **Allen Wu**, served a copy of the following document(s), Owner Response, and, and all attached 33 pages, to each opposing party, whose names and addresses are listed below, by **United States mail**.

Title of Served Document(s):
T22-0078

Signed and Dated Proof of Service for Tenant Petition 15088 and Case

114 E15th - Gigi SMS 10-12-2021 to 11-13-2021; 2-18-2022

114 E15th St - Aug 6, 2017 Lease - Mary Balingit, Maria Lilygrace Abad

114 E15th St - May 15, 2019 1st and 2nd Amendment to Aug 6, 2017 Lease

Copy of 2-12-2022 Notice of Costa-Hawkins Rent Increase to 114 Gigi Bolanos

Copy of 2-12-2022 USPS Certified Mail Receipt to 114 E15th St Gigi Bolanos

Maria Lilygrace Abad Moveout- SECURITY DEPOSIT REFUND FORM

Mary Balingit Moveout- SECURITY DEPOSIT REFUND FORM

Addressee(s) Information

Addressee: Gigi Bolanos
114 East 15th St
Oakland CA 94606

Allen Wu

06-04-2022

SIGNATURE

DATE:

6/4/2022

City of Oakland Rent Adjust Program
Date Printed: 06-04-2022

SECURITY DEPOSIT REFUND FORM

Resident's Name: Maryrose Canono Balingit

Address: 114 E 15th St Apt. No. _____

City: Oakland State: CA Zip: 94606-1717

FORWARDING Address: _____ Apt. No. _____

City: _____ State: _____ Zip: _____

The following is an itemized statement of your deposit account:

1. Date tenancy began: 3/22/15 Date keys turned in: Still has the keys.

2. Total of all deposits paid: \$ 900.00

3. Deductions:

TYPE	DESCRIPTION	COST
Repairs	Bathroom wall and tile due to water damage from not closing shower curtains and wiping water from the bathroom floors after showers. Replaced damaged sheetrock, tile and paint newly patched wall.	\$250.00
	Patch & sand nail holes in bedroom walls.	\$150 (Waived – Wear & Tear)
	Missing deadbolt chain & damaged door trim in kitchen.	\$50
Painting:	Prime and Paint bedroom & closet walls, ceiling, trim & doors.	\$800 (Waived – Wear & Tear)
Cleaning:		
Carpet Cleaning:	Bedroom and Front Entrance.	\$200.00
Drape Cleaning:	Bedroom, Bathroom and Kitchen	\$120.00 (Waived – Wear & Tear)
Miscellaneous:		
Unpaid Rent:	3/15/19-3/31/19. Received room on 4/7/19.	\$493.55
Court Judgment:		
	Total Deductions	\$993.55

Your check is enclosed in the amount of \$ _____.

Please make your check in the amount of \$ 93.55 payable to Allen Wu
_____ within 21 days of receipt of this statement.

"AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT HISTORY MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY

IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS," CC1785.26(c) (2)

4/28/19

Date



Owner/Manager

000096

SECURITY DEPOSIT REFUND FORM

Resident's Name: Maria Lilygrace Abad
 Address: 114 E 15th St Apt. No. _____
 City: Oakland State: CA Zip: 94606-1717

FORWARDING Address: _____ Apt. No. _____
 City: _____ State: _____ Zip: _____

The following is an itemized statement of your deposit account:

1. Date tenancy began: 8/15/17 Date keys turned in: 11/14/2021
2. Total of all deposits paid: \$ 900.00
3. Deductions:

TYPE	DESCRIPTION	COST
Repairs	Bathroom wall due to water damage from not closing shower curtains and wiping water from the bathroom floors after showers. Patch damaged sheetrock, Sand and paint newly patched wall.	\$200.00
	Patch & sand nail holes in bedroom walls.	\$150 (Waived – Wear & Tear)
Painting:	Prime and Paint bedroom & closet walls, ceiling, trim & doors.	\$800 (Waived – Wear & Tear)
Cleaning:		
Carpet Cleaning:	Bedroom and Front Entrance.	\$200.00
Drape Cleaning:	Bedroom, Bathroom and Kitchen	\$120.00 (Waived – Wear & Tear)
Miscellaneous:		
Unpaid Rent:		
Court Judgment:		
	Total Deductions	\$400.00

- Your check is enclosed in the amount of \$ 500.00
- Please make your check in the amount of \$ _____ payable to Allen Wu
 _____ within 21 days of receipt of this statement.

"AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT HISTORY MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS," CC1785.26(c) (2)

12/15/2021 _____
 Date Owner/Manager

PROOF OF SERVICE

Case Number: T22-0078

Case Name: Bolanos v. Wu

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 for RAP Remote Hearing

Owner

Allen Wu
P.O Box 12081
San Francisco, CA 94112

Tenant

Gigi Saray Bolanos
114 East 15th Street
Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 28, 2022** in Oakland, California.

Brittni Lothlen

Brittni Lothlen
Oakland Rent Adjustment Program

000098



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

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

**ZOOM INVITATION FOR RAP REMOTE HEARING
T22-0078 Bolanos v. Wu**

To the Parties:

Your hearing scheduled will take place on **July 20, 2022 at 10:00 am** and will be held remotely through Zoom.

You can connect to the Hearing without charge by downloading Zoom. You can also connect by using only a telephone. To dial in to a call, enter your dial-in number, followed by the meeting ID and pound key, then enter the password and pound key.

Topic: 2022.7.20_Rent Adjustment Hearing Audio-Video_T22-0078_Bolanos v. Wu
Time: Jul 20, 2022 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/83923649098?pwd=AlkT-OD_YqtfvyVdoQkggzKiUHiYYo.1

Meeting ID: 839 2364 9098

Passcode: 087032

One tap mobile

+16699009128,,83923649098#,,,,*087032# US (San Jose)

+12532158782,,83923649098#,,,,*087032# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 839 2364 9098

Passcode: 087032

Find your local number: https://us02web.zoom.us/j/83923649098?pwd=AlkT-OD_YqtfvyVdoQkggzKiUHiYYo.1

000099

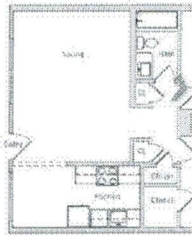
favorite hide flag share

Posted a day ago on: 2022-02-15 16:25

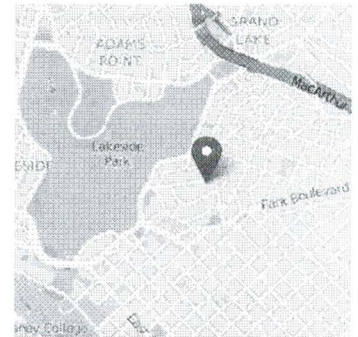
Contact information:

\$2,650 / 2br - Dream big! Living where you love means loving your life. (Oakland Hills/ Mills)

image 6 of 6



Plan 2
2 Bed | 1 Bath | 947 sq ft



350 Newton near Stow Avenue

2BR / 1Ba available now

application fee details: 42.00

cats are OK - purr

dogs are OK - woof

apartment

laundry on site

street parking

350 Newton # 02

- *Showings By Appointment Only
- *Price and Availability Subject to Change, please confirm details at the time of showing
- *Photos and images may vary from actual apartments

THE CONTACT

Bless McCrary
[show contact info](#)
 Mosser Companies
www.mosserliving.com

Spanning the shores of Lake Merritt from downtown to Grand Lake, Cleveland Heights is home to quiet residential streets, sunny greenbelts, and The Town's finest attractions, including Children's Fairyland, Oakland Museum of Arts, and the Grand Lake Theater. Great eateries, taverns, and small local gyms pepper the district, from Lake Chalet to the hip outdoor bar, Mad Oak, Grand Tavern, The Working Body, and Oakland Fight Club.

There are several options for grocery shopping from Whole Foods, to Piedmont Grocery, Sprouts, and Trader Joe's. MacArthur BART is near and easy access to Highways 580 and 880 make Cleveland Heights a commuter's dream.

THE APARTMENT

- Newer Appliances
- Hardwood Flooring
- Laundry on-site
- Pet Friendly
- Rent Controlled

LEASE TERMS

- Lease: 1 Year
- Income Requirement: 2.5x Rent
- Deposit: 1-2x Rent (Depends on Credit)
- Renters Insurance Required
- Prior Landlord Positive Referral
- Utilities Paid by Resident
- Utilities Paid by Tenant
- Pets: \$500 Pet Deposit, \$75/m Dog, \$50/m Cat
- Proof of Income: Pay Stubs; Offer Letter; Bank Statements

**APPLICATION LINK (\$42) : www.350newtonave.com

We do business in accordance with the Federal Fair Housing Law
CaBRE #01341448

QR Code Link to This Post



000100

favorite

hide

flag

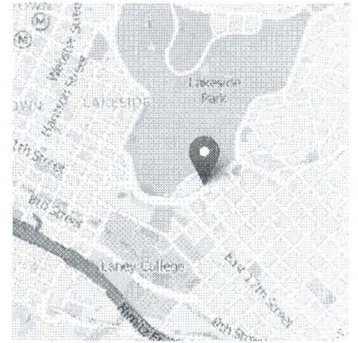
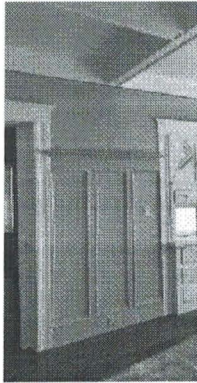
share

Posted 2 days ago on: 2022-02-14 19:38

Contact information:

\$2,400 / 2br - 2 bdrm apt available 1/2 block from Lake Merritt (oakland lake merritt / grand)

image 7 of 7



1435 1st Ave

apartment 2BR / 1Ba

no laundry on site

no smoking

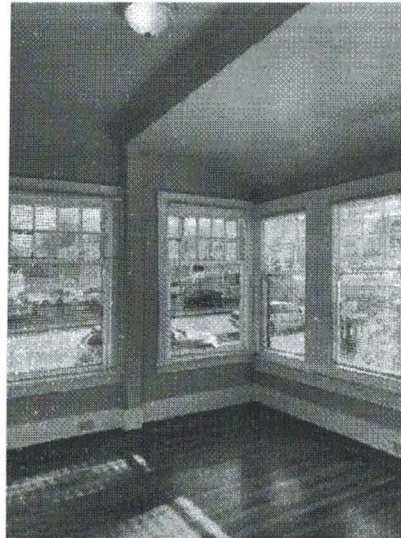
street parking

2 bdrm apt available half block from Lake Merritt.

- Close to Lake Merritt BART station, Lucky grocery store, Walgreens, shops and restaurants.
- Easy access to highways 880/580
- AC transit bus stop on the block
- Rent includes water, garbage and gas
- Street parking
- No on-site laundry facilities; laundromat is one block from building

Rent: \$2400
 Security Deposit: \$3000
 1 yr lease
 No pets, no smoking
 Credit/background check and proof of income required.

QR Code Link to This Post



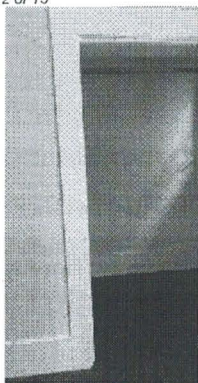
favorite hide flag share

Posted about 10 hours ago on: 2022-02-16 10:57

Contact Information: (415) 931-8259

\$2,895 / 2br - THIS IS IT! SUN FILLED, TOP FLOOR 2 BED!! VIEWS of LAKE MERRITT. (oakland lake merritt / grand)

image 12 of 15



231 Foothill near 2nd Street

2BR / 1Ba

application fee details: \$40 application fee

cats are OK - purr

apartment

no laundry on site

no smoking

no parking

rent period: monthly

Please watch property video here: <https://vimeo.com/620104981>

Contact info:

Salma & Company | CA DRE# 01522764 | [show contact info](#)

Top floor 2 BR / 1 BA (possibly can be used as a 3 bedroom) Unit with tons of natural light and 1.5 blocks to Lake Merritt

231 Foothill Blvd, #C, Oakland, CA 94606

\$2,895/mo

KEY FEATURES

- Year Built: 1921
- Bedrooms: 2
- Bathrooms: 1 Full with shower over tub
- Parking: None
- Lease Duration: 1 Year (See Details Below)
- Deposit: \$2895
- Pets Policy: (1) Cat Allowed with \$500 pet deposit
- Laundry: None
- Floor: Top Floor
- Property Type: Apartment

DESCRIPTION

SUN FILLED unit with views of Lake Merritt

Ready for occupancy 3/2/22.

Top floor unit. Gorgeous Period Detail Throughout. Property consists of 2 spacious bedrooms, 1 bathroom, large, eat in kitchen and well-appointed living room with decorative fireplace. (could be used as 3rd bedroom.)

Prime Lake Merritt location, just steps from the lake, Portal, Lucky's, Walgreens, as well as, other numerous shops, restaurants. 15 minute walk to Lake Merritt BART Station, and a short walk to Downtown Oakland.

Each bedroom has a large closet and numerous windows for a bright and open feel.

Laundromat located on the same block as the building.

QR Code Link to This Post



000102

<  114 Gigi Bolanos ▾



I can put up the sheet.

Nov 28, 2021

7:20 PM

For the future, can you please leave me a copy of the key? Until I get a new roommate, I am paying full rent, and should have full access to all of the apartment. Your tools should be safe in there regardless

7:23 PM

I'll leave it open. I didn't want anyone getting in there with wet paint on the walls

7:34 PM

Monday, November 29, 2021



000103

Sublease Addendum (PDF)

The Lease Addendum, prepared by the City of Oakland Rent Adjustment Program, is for use when there is partial tenancy turnover. It clarifies that tenants who move into rental units during an existing tenancy are not original tenants and only have the right to the current controlled rent until the last original tenant permanently vacates the unit. The Lease Addendum clarifies that the landlord may raise the rent without limitation on all remaining tenants.

Proof of Service (PDF)

This document is a stand-alone Proof of Service that can be used to serve any other RAP document that does not already include a Proof of Service.

Request to Change Hearing Date for the Rent Adjustment Program Petition (PDF)

A request for a change of the date of hearing or mediation must be submitted on this form as early as possible. You must sign this request. Documentation verifying the reason for the request must be attached to this form.

Request to Dismiss Rent Adjustment Program Petition (PDF)

**LEASE ADDENDUM FOR PURPOSE OF FUTURE
COSTA-HAWKINS RENT INCREASE**
(California Civil Code Section 1954.53 et. seq.)

I, _____ (tenant) hereby acknowledge that I am moving into
_____ (property), effective _____ (date).

I acknowledge that I am not an original tenant as defined by California Civil Code Section 1954.53 because I am replacing a vacating tenant and/or I was not a party to the original rental agreement and did not begin my tenancy fewer than thirty days thereafter.

I understand that the landlord may increase the rent and create a new rental agreement/lease with new and different terms when the last original tenant permanently vacates the unit.

I also understand that the landlord may accept rent payments directly from me as part of my tenancy and that this acceptance alone does not constitute a waiver of the landlord's right to increase the rent pursuant to California Civil Code Section 1954.53 when the last original tenant permanently vacates.

I further understand that the landlord does not waive his/her right to establish a new rent and lease/rental agreement unless s/he has received written notice of tenancy termination from the last original tenant and thereafter accepts rent before serving notice of a new rent.

Dated: _____ Landlord/Agent: _____

Dated: _____ Tenant: _____

**For questions about this form, please contact the City of Oakland Rent Adjustment
Program by phone at (510) 238-3721 or email at rap@oaklandca.gov.
or visit www.oaklandca.gov/rap**

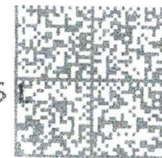
CITY OF OAKLAND



HOUSING AND COMMUNITY DEVELOPMENT
DEPARTMENT
RENT ADJUSTMENT PROGRAM
250 FRANK H. OGAWA PLAZA, SUITE 5313
OAKLAND, CA 94612-0234

OAKLAND CA 945

13 JUL 2022 PM 6



US POSTAGE SM PITNEY BOWES



ZIP 94612 \$ 000.57⁰
02 4W
0000383807 JUL 13 2022



Allen Wu
P.O Box 12081
San Francisco, CA 94112

94112-008181



000106



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

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

AMENDED NOTICE OF REMOTE SETTLEMENT CONFERENCE AND HEARING

File Name: Bolanos v. Wu
Property Address: 114 East 15th Street, Oakland, CA
Case Number: T22-0078

Due to the continued Covid 19 pandemic in our city, and in an effort to protect the health and safety of the parties and City of Oakland employees, the Settlement Conference and Hearing in your case will not be an in-person hearing and will be held remotely.

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter. The Settlement Conference in your case will begin on:

Date: September 20, 2022
Time: 10:00 am.
Place: REMOTELY

If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference.

Remote Hearings

If you do not have access to these services or if any party does not have access, the Hearing will be conducted by Zoom but on "audio only" which allows parties to use a toll-free call in number on a telephone to participate. There is no charge to use Zoom.

Submission of Documents Electronically

In order to allow the Hearing to run as smoothly as possible, please send all Response documents to the opposite party with a Proof of Service and email a copy directly to the analyst in your case. This case is assigned to **Brittini Lothlen** and her contact information is blothlen@oaklandca.gov, 510-238-6415.

Deadline and Time Limit Extension

In order to minimize delays, we ask that you submit all required responses and exhibits that you wish to produce for your Hearing prior to the date of the Hearing and at least seven days prior to the Hearing. Please submit these documents by email to **Brittini Lothlen** (noted above) and, if you have access to the opposing party's email address, send a copy of everything you send to the analyst to the opposing party as well. If you do not have access to scan and email your documents, you may submit them by mail with a proof of service to opposing side. (If you are mailing, always send copies and keep the originals for

000107

yourself.)

Please notify Brittini Lothlen if you have submitted your documents by mail.

Note that any documents not submitted at least seven days prior to the Hearing may cause delays in the completion of your case.

Please note that if you do not have access to any of the necessary technology to be a participant in a remote Hearing, please email the address noted above.

All other orders set forth in the original Notice of Remote Settlement Conference and Hearing remain in effect.

Please note that if you wish to have an interpreter present at the Hearing you should contact email **Brittini Lothlen** as soon as possible.



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

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

ZOOM INVITATION FOR RAP HEARING
T22-0078 Bolanos v. Wu

To the Parties:

Your hearing scheduled will take place on **September 20, 2022 at 10:00 am** and will be held remotely through Zoom.

You can connect to the Hearing without charge by downloading Zoom. You can also connect by using only a telephone. To dial in to a call, enter your dial-in number, followed by the meeting ID and pound key, then enter the password and pound key.

Topic: 2022.9.20_Rent Adjustment Hearing Audio-Video_T22-0078_Bolanos v. Wu
Time: Sep 20, 2022 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/83923649098?pwd=AlkT-OD_YqtfvyVdoQkggzKiUHiYYo.1

Meeting ID: 839 2364 9098

Passcode: 087032

One tap mobile

+16694449171,,83923649098#,,,*087032# US

+16699009128,,83923649098#,,,*087032# US (San Jose)

Dial by your location

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 839 2364 9098

Passcode: 087032

Find your local number: https://us02web.zoom.us/j/83923649098?pwd=AlkT-OD_YqtfvyVdoQkggzKiUHiYYo.1

000109

To download Zoom:

On a smartphone:

1. Go to the "App store," "Google play," "Android Apps," or the "Play Store"
2. Search for Zoom
3. Download "Zoom" or "Zoom Cloud Meetings."

On a computer:

1. Open a browser (Firefox, Internet Explorer, Google Chrome, or any other web browser)
2. Search for "Zoom" in the search box; or type in "zoom.us" in the address bar

*In either case, you will be directed to the Zoom website.

Create a Zoom account.

If you have technical questions, I find the following link helpful in navigating Zoom:

<https://support.zoom.us/hc/en-us/articles/115004954946-Joining-and-participating-in-a-webinar-attendee->

Please test the link and download the Zoom application at least a day before the hearing. If you experience any technical difficulties connecting to the meeting or to discuss your technology access, please contact me immediately.

Cordially,

Brittni Lothlen

City of Oakland

Housing and Community Development Department

Rent Adjustment Program

250 Frank H. Ogawa Plaza, 5th Floor

Oakland, CA 94612

Main: (510) 238 - 3721

Telephone: (510) 238 - 6415

Fax: (510) 238 - 6181

PROOF OF SERVICE
Case Number: T22-0078
Case Name: Bolanos v. Wu

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

Amended Notice of Remote Settlement Conference and Hearing
Zoom Invitation for RAP Hearing

Owner

Allen Wu
P.O Box 12081
San Francisco, CA 94112

Tenant

Gigi Saray Bolanos
114 East 15th Street
Oakland, CA 94606

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 13, 2022** in Oakland, California.

Brittni Lothlen

Brittni Lothlen
Oakland Rent Adjustment Program

000111



MEMORANDUM

Date: February 3, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Braz Shabrell, Deputy City Attorney
Re: Appeal Summary in T22-0078, Bolanos v. Wu
Appeal Hearing Date: February 9, 2023

Property Address: 114 E. 15th Street Oakland, CA
Appellant/Owner: Allen Wu
Respondent/Tenant: Gigi Saray Bolanos

BACKGROUND

On May 2, 2022, Gigi Saray Bolanos ("the Petitioner") filed a Petition contesting a rent increase from \$1,800.00 to \$2,100.00, effective May 1, 2022. The Petitioner also alleged that the owner had decreased housing services by denying her the right to one-for-one replacement of roommates.

The owner, Allen Wu ("the Owner") filed a Response contending that the rent increase was justified under California Civil Code section 1954.53(d) because "none of the original occupants permanently reside in the covered unit." The Owner also contended that the Petitioner's request to add a roommate was properly denied because the Petitioner did not send her request via USPS certified mail and because no potential roommate candidates submitted rental applications or proof of employment/income verification.

RULING ON THE CASE

A hearing took place on September 20, 2022, and a decision was issued on October 18, 2022, granting the Petition. The Hearing Officer found that the Owner was not entitled to a Costa-Hawkins rent increase (under Civil Code 1954.53(d)) because the Petitioner was considered a tenant rather than a subtenant or assignee, and

increases under Civil Code 1954.53(d) are only allowed when the remaining occupant is a sublessee or assignee. The Petitioner paid rent directly to the Owner, was jointly and severally liable for the full rent amount under the original lease, signed documents listing her as a tenant, and resided in the unit with the Owner's express consent and pursuant to the terms of the underlying lease. Therefore, the Petitioner was a tenant in her own right and not a subtenant or assignee of the tenants listed in the 2017 lease. The proposed rent increase from \$1,800 to \$2,100 was above CPI and therefore invalid.

The Hearing Officer also found that there was a decrease in housing services due to the Owner's interference with the Petitioner's right to a one-for-one roommate replacement. Since February 2022, the Petitioner directed two different potential roommates to the Owner for approval, but the Owner did not process or respond to either. Therefore, the Petitioner was entitled to a 50% rent decrease starting in February when the Petitioner first requested approval for a replacement roommate.

GROUND FOR APPEAL

The Owner appealed, alleging that the decision is inconsistent with the Rent Ordinance, Rent Regulations, and/or prior decisions of the Board; the decision raises a new policy issue that has not been decided; the decision violates federal, state, or local law; the owner was denied a sufficient opportunity to respond to the petitioner's claims; and "other."

First, the Owner alleges that the restitution amount granted to the Petitioner should be reduced by two months because the hearing on the Petition was initially scheduled for July, but was postponed without the Owner's consent until September. Had the hearing proceeded as originally scheduled, the tenant would not have "overpaid" for the months of August and September.

Second, the Owner alleges that a Costa-Hawkins rent increase is justified because the Petitioner is not an "original occupant," but rather a "subsequent occupant" since she did not move in until 2019 and the original occupant moved into the unit in 2015. The Owner claims that the Petitioner is a sublessee or assignee of the original tenant, who vacated in April 2019.

The owner also contends that the decrease in services award fails to account for the fact that the Petitioner also received an increase in services by having an additional bedroom.

ISSUES

1. When the Petitioner moved in to the unit in May of 2019, was she an assignee or subtenant of Mary Balingit, or did the Hearing Officer correctly find that Petitioner was a tenant in her own right?

- *If Petitioner has her own tenancy, the Costa-Hawkins rent increase was correctly denied. If Petitioner was a subtenant or assignee of the previous tenant, rather than having her own tenancy with the Owner, the case should be remanded.*
- 2. For a decrease in housing services award based on a landlord's failure to allow one-for-one roommate replacement, should the award for decreased services be offset by the tenant having access to the full unit (i.e., does not being able to have a roommate count as an "increase" in services)?
- 3. What effect, if any, does delay of a hearing date have on calculation of restitution for decreased services?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Costa Hawkins Rent Increase

- Cal. Civil Code 1954.53(d)(2):

"(d)(1) Nothing in this section or any other provision of law shall be construed to preclude express establishment in a lease or rental agreement of the rental rates to be applicable in the event the rental unit subject thereto is sublet. Nothing in this section shall be construed to impair the obligations of contracts entered into prior to January 1, 1996.

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit. Nothing contained in this section shall be construed to enlarge or diminish an owner's right to withhold consent to a sublease or assignment.

(4) Acceptance of rent by the owner does not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate, unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent."

- Costa-Hawkins allows landlords to set the initial rental rate at the commencement of a new tenancy. If an occupant moves into a unit as a

sublessee or assignee of an existing tenant, the occupant is not considered an “original occupant” for purposes of a Costa-Hawkins rent increase. If the occupant is a tenant in their own right, the landlord is not entitled to a 1954.53(d) increase while the tenant remains in possession.

- Term “occupant” in Costa–Hawkins Rental Housing Act provisions stating that a landlord may set the initial rental rate for a dwelling “if the original occupant or occupants who took possession of the dwelling...pursuant to the rental agreement with the owner no longer permanently reside there” is not limited to a party to the rental agreement, but rather applies to any individual who has resided in the dwelling from the start of the tenancy with the landlord's permission. *Mosser Companies v. San Francisco Rent Stabilization & Arb. Bd.* (2015) 233 Cal. App. 4th 505.

II. Tenant v. Assignee or Subtenant

- A subtenant is someone who leases property from a tenant (e.g., as opposed to renting from the property owner). A subtenant has only a portion of an interest in a lease; the original lessee retains a right of reentry at some time during the unexpired term of the lease. *Cobb v. San Francisco Residential Rent Stabilization & Arb. Bd.* (2002) 98 Cal. App. 4th 345, 352.
- An assignment is a full transfer of someone’s rights under a lease agreement to another person. With assignment, there must be evidence of intent to transfer one’s own interest to the assignee. It is an agreement between the assignor (original tenant) and the assignee (new tenant) to take over the existing contract term.

III. Decreased Housing Services

- A decrease in housing services is considered an increase in rent. Under the Rent Ordinance, “housing services” includes the right to one-for-one roommate replacement. OMC 8.22.020:

"Housing services" means all services provided by the owner related to the use or occupancy of a covered unit, including, but not limited to, insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, employee services, and any other benefits or privileges permitted the tenant by agreement, whether express or implied, including the right to have a specific number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment.