

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD MEETING
March 23, 2023
7:00 P.M.
CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA 94612**

AGENDA

PUBLIC PARTICIPATION

The public may observe or participate in this meeting in 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: Mar 23, 2023 07:00 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD MEETING- March 23, 2023

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83848864122>

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US: +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900 9128 or +1 719 359 4580 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 or +1 646 931 3860

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The Zoom link is to view/listen to the meeting only, not for participation.

PARTICIPATION/COMMENT:

There is one way to submit public comments:

• To participate/comment during the meeting, you must attend in-person.

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

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

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD MEETING

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

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

4. CONSENT ITEMS

- a. Approval of Board Minutes, 2/23/2023 (pp. 3-5)

5. APPEALS*

- a. T19-0184, Beard v. Meridian Management Group (pp. 27-118)
- b. T22-0078, Bolanos v. Wu (pp. 119-217)

6. RESOLUTION TO RECOMMEND AMENDMENTS TO THE RENT ADJUSTMENT REGULATIONS (pp. 6-26)

7. INFORMATION AND ANNOUNCEMENTS

- a. Board Member Check-In

8. OPEN FORUM

9. ADJOURNMENT

**Staff appeal summaries will be available at the Rent Program website and the Clerk's office at least 72 hours prior to the meeting pursuant to O.M.C. 2.20.080.C and 2.20.090*

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

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

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en Español, Cantonés, 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.

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

February 23, 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 Ingram at 5:03 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.			
Vacant	Landlord			
Vacant	Landlord			
Vacant	Landlord Alt.			
K. SIMS	Landlord Alt.	X		

Staff Present

Kent Qian	Deputy City Attorney
Harman Grewal	Business Analyst III (HCD)
Victor Ramirez	Assistant Program Manager (RAP)
Marguerita Fa-Kaji	Hearing Officer (RAP)
Allison Pretto	Project Manager (RAP)
Briana Lawrence-McGowan	Administrative Analyst II (RAP)
Meadow Holmes	KTOP

3. PUBLIC COMMENT

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

4. ELECTION OF OFFICERS

- a. Member C. Oshinuga moved to re-elect Member Ingram as Board Chair and to re-elect Member Oshinuga as Vice Chair. Member D. Ingram seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, E. Torres, K. Sims
Nay: None
Abstain: M. Goolsby

The motion was approved.

5. CONSENT ITEMS

- a. Approval of Board Minutes, 2/9/2023: Chair Ingram moved to approve the Board Minutes from 2/9/2023. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, E. Torres, K. Sims
Nay: None
Abstain: M. Goolsby

The minutes were approved.

6. SCHEDULING AND REPORTS

- a. Project Manager, Allison Pretto, gave a Rent Registry update to the Board. Topics discussed included but were not limited to:
 - Deadline to file
 - Outreach & Workshops
 - Consequences for Failure to Comply

7. INFORMATION AND ANNOUNCEMENTS

- a. Introduction of RAP's New Senior Hearing Officer: Victor Ramirez, RAP's Assistant Program Manager, announced and introduced Marguerita Fa-Kaji as RAP's new Senior Hearing Officer, effective March 2023.

- b. Pending Resolutions: Chair Ingram informed the Board that the pending resolutions related to the Tenant Filing Requirements and Owner Filing Requirements are being postponed in regard to providing recommendations to City Council.
- c. Return to In-Person Meetings: Chair Ingram and Administrative Analyst II, Briana Lawrence-McGowan, reminded the Board that the 3/9 meeting has been cancelled, and that the first in-person Board meeting is scheduled for 3/23/2023 at 7:00 pm in City Hall, Hearing Room 1. It was also announced that members of the public can attend and view the meeting virtually, however participation will only be allowed in-person. Parties of appeal hearings and those who want to participate in public comment or open forum will need to be present in-person.
- d. Board Training Session—*Role of the Board & Role of Board Members as Public Officials—Quasi-Judicial, Policy, & Rule Making Responsibilities*: Deputy City Attorney Kent Qian administered a Board training session. Topics discussed included but were not limited to:
 - Board Members Adherence to Ethics Requirements
 - Public Ethics Training and Resources
 - Board Authority & Duties belong to the Board as a Whole
 - Distinguishing Board Member Role or Personal Roles
 - The Board as a Quasi-Judicial Body
 - The Board as a Policy and Rulemaking Body

8. PROPOSED REGULATIONS TO IMPLEMENT EFFICIENCY ORDINANCE, SEISMIC ORDINANCE, AND RENT REGISTRY ORDINANCE CHANGES

- a. Deputy City Attorney Kent Qian introduced proposed regulations to the Board to implement the efficiency ordinance, seismic ordinance, and rent registry ordinance changes.

9. OPEN FORUM

- a. James Vann from the Oakland Tenant’s Union spoke and stated that he joined the meeting late, but wanted to know who was announced as RAP’s new Senior Hearing Officer. Mr. Vann also reminded the Board that members can be removed by the Mayor’s office.

10. ADJOURNMENT

- a. The meeting was adjourned at 6:40 p.m.



CITY ATTORNEY'S OFFICE

**CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD (HRRRB)**

RESOLUTION NO. _____

INTRODUCED BY BOARD CHAIR DENARD INGRAM

**RESOLUTION TO RECOMMEND AMENDMENT OF THE
RENT ADJUSTMENT PROGRAM REGULATIONS**

WHEREAS, the Housing, Residential Rent and Relocation Board may make recommendations to the City Council or appropriate City Council committee pertaining to Chapter 8.22 of the Oakland Municipal Code (O.M.C.) or City housing policy when requested to do so by the City Council or when the Board otherwise acts to do so, pursuant to O.M.C. 8.22.040 D.4; and

WHEREAS, on January 22, 2019, the City Council adopted Ordinance No. 13516, to require mandatory seismic evaluation and retrofit of certain multifamily residential buildings; and

WHEREAS, in Ordinance No. 13516, the City Council directed the Rent Board to revise the capital improvements amortization schedule in the Rent Program Regulations to provide an amortization period for Mandatory Seismic Capital Improvements that conforms with the Rent Board's final motion passed during Item 5 of their July 9, 2015 meeting; and

WHEREAS, on June 21, 2022, the City Council adopted Ordinance No. 13695, which established a rent registry and requires evidence of registration before submitting an owner petition or an owner response to a tenant petition; and now, therefore, be it

WHEREAS, Rent Adjustment Program Regulation Section 8.22.120.I. provides that if an appellant fails to appear at an appeal hearing, the Board will consider the appeal dropped and will issue a decision dismissing the appeal, subject to the appellant showing good cause for the failure to appear; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.120.D.2. provides that

unless the Board or Appeal Panel votes otherwise, each party will have fifteen (15) minutes to present argument on or in opposition to the appeal; and

WHEREAS, on October 20, 2020, the City Council adopted Ordinance No. 13618 (Efficiency Ordinance), to among other things, streamline Rent Board meetings by allowing the Housing, Residential Rent and Relocation Board (Rent Board) to limit argument time for each party to six (6) minutes; and

WHEREAS, to make the appeal process more efficient and to minimize time commitment for parties to appeals, the Rent Board wishes to make appearances at appeals voluntary and reduce argument time to six (6) minutes per side; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.100.B provides that if a petitioner fails to appear at a properly noticed mediation, the Hearing Officer may dismiss the case; and

WHEREAS, because mediations are voluntary, the Rent Board wishes to amend the regulations to allow parties who miss a mediation the opportunity to receive a hearing on the petition; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.110.B provides that if a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may dismiss the case;

WHEREAS, Rent Adjustment Program Regulation section 8.22.110 does not currently outline any good-cause relief for a party that fails to appear at a properly noticed hearing except through the appeal process; and

WHEREAS, either party can potentially wait an extended period of time for a scheduled appeal hearing just to address their good cause evidence, depending on the number of pending petitions; and

WHEREAS, significant wait times for either party to be able to present their good-cause evidence can, in some occasions, significantly impact the relief that can be granted by the Appeal Body or by the Hearing Officer; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.040 does not currently address Alternate Board Members and their participation in scheduled Board meetings unless they are filling in for regular members; and

WHEREAS, allow non-voting alternates to participate in board meetings would allow alternates to learn about the Rent Board in a non-voting capacity; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.090.B.1 provides that A Tenant petition or response to an Owner petition is not considered filed unless the tenant submits evidence that the tenant is current on rent or lawfully withholding rent; and

WHEREAS, consistent with the Rent Board’s recommendation to City Council to remove the current on rent requirement from the Rent Adjustment Ordinance, the Rent Board wishes to remove the requirement for the tenant be current on rent before filing a petition from the Rent Adjustment Regulations; and

WHEREAS, the Housing, Residential Rent and Relocation Board seeks to ensure that all covered Oakland tenants and property owners have equitable access to the protections and relief provided by the Rent Adjustment Ordinance; now, therefore, be it

RESOLVED, That the Housing, Residential Rent and Relocation Board recommends the City Council amend the Rent Adjustment Program Regulations by adopting the attached amendments to the Rent Adjustment Regulations;

FURTHER RESOLVED: That the Rent Board approves the attached Rent Adjustment Regulation amendments and forwards the attached regulation amendments to City Council for approval; and be it

FURTHER RESOLVED: That the Rent Board authorizes the Chair or the Chair’s designee to speak in support of the resolution on behalf of the Board at City Council or Committee meetings.

APPROVED BY THE FOLLOWING VOTE

AYES: HUDSON, NICKENS, OSHINUGA, TORRES, VIRAMONTES, WILLIAMS AND
CHAIRPERSON INGRAM

NOES:

ABSENT:

ABSTENTION:

Date:

ATTEST _____

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

Proposed Amendments to the Rent Adjustment Regulations. (additions are shown as double underline and deletions are shown as ~~striketrough~~):

8.22.040 THE BOARD.

A. Meetings

1. Notice. Meetings shall be noticed and the agenda posted in accordance with the Ralph M. Brown Act (California Government Code Sections 54950, et. seq. (“Brown Act”) and Sunshine Ordinance (OMC Chapter 2.20).)
2. Regular Meetings. The Board or an Appeal Panel shall meet regularly on the second and fourth Thursdays of each month, unless cancelled. Rent Program staff is authorized to schedule these regular meetings either for the full Board or for an Appeal Panel.
3. Special Meetings. Meetings called by the Mayor or City Administrator, or meetings scheduled by the Board for a time and place other than regular meetings are to be designated Special Meetings. The agenda of Special Meetings shall be restricted to those matters for which the meeting was originally called and no additional matters may be added to the agenda.
4. Adjourned or Rescheduled Meetings. A meeting may be adjourned to a time and place to complete the agenda if voted by the Board members present. A rescheduled meeting may be held when a quorum cannot be convened for a regular meeting or when a quorum votes to substitute another time and/or place for a scheduled meeting. Notice of change of meeting time and/or place shall be sent to the City Clerk and absent Board members and provided in accordance with the Brown Act and Sunshine Ordinance.
5. Time of Meetings. Board meetings shall start at 7 p.m. and end by 10:00 p.m. unless some other time is set in advance or the meeting is extended by a vote of the Board.
6. Location of Meetings. The Board meetings shall be held at City Hall, One Frank H. Ogawa Plaza, Oakland, CA 94612, unless otherwise designated.
7. Agenda. The agenda for each meeting shall be posted at such time and places as required by the Brown Act and Sunshine Ordinance.
8. Board meetings shall be conducted in accordance with “Robert’s Rules of Order (Revised),” unless modified by these Regulations, requirements of the Brown Act or Sunshine Ordinance, or the Board.
9. Open to Public. The meetings shall be open to the public in accordance with the Brown Act and the Sunshine Ordinance, except for circumstances where the Brown Act or Sunshine Ordinance permits the Board to address a matter in closed session, such as litigation or personnel matters.
10. Board Vacations. The Board may schedule dates during the year when no regular Board meetings may be held so that the entire Board may take vacations. The Board must schedule

vacation times at least two (2) months prior to the date of the vacation time.

11. Alternate Board Members. Alternate board members may participate in discussion and deliberations, but will only be allowed to vote when filling in for a regular member who is not present or has been excused from consideration of or voting on a matter by the Board.

B. Quorum and Voting

1. Four Board members constitutes a quorum of the Board.

2. Decisions of the Board. For the Board to make a decision on the first time a matter comes before the Board, the quorum must include at least one of each of the three categories of Board members (Tenant, residential rental property Owner, and one who is neither of the foregoing). If a matter cannot be decided because at least one of each of the three categories of Board members is not present, the matter will be considered a second time at a future meeting where the matter can be decided even if at least one member from each category is not present. A majority of the Board members present are required to make decisions, provided a quorum is present and sufficient members of each category are present.

3. A Board member who does not participate in a matter because of a conflict of interest or incompatible employment neither counts towards a quorum nor in calculating the number of Board members required to make a majority.

4. Special voting requirements for Just Cause for Eviction regulations enacted as part of partial settlement of *Kim v. City of Oakland*, Alameda County Superior Court Case No. RG03081362 (the "Settlement Regulations").

a. The special voting requirements set out in this subsection apply only to the Just Cause for Eviction regulations set out in Exhibit A.

b. The Settlement Regulations may be amended only by affirmative vote of at least five (5) members of the Rent Board, provided that at least one member from each class of Rent Board members (homeowner, landlord, and tenant) affirmatively votes to modify the Settlement Regulations.

c. Before the Board adopts any amendments to the Settlement Regulations, the Board must introduce the proposed amendments at a meeting, hold a public hearing at which members of the public and interested organizations, including the Rental Housing Association of Northern Alameda County, Inc. and Just Cause Oakland, are noticed, and the amendments can only be considered for adoption at a subsequent meeting.

d. After the introduction of proposed amendments to the Settlement Regulations, if the Board decides to further consider the adoption of the regulations and sets a public hearing to do so, the Board must also transmit the proposed amendments to the appropriate committee of the City Council so the City Council may have the option of commenting on or holding its own hearing before the Rent Board votes to adopt or reject the proposed amendments. If the Council elects not to comment on the proposed amendments or does not comment on them within 90 days after transmittal of the proposed amendments by the Rent Board, the Rent Board may

proceed to vote on the proposed amendments.

C. Officers

1. The Board shall select a Chair from among the Board members who are neither tenants nor residential rental property owners. Each Appeal Panel shall be chaired by the member of that panel who is neither a tenant nor a residential rental property owner.
2. The Board may also select a Vice-Chair (who is neither a Tenant nor an Owner) to act as Chair in the Chair's absence.
3. The Officers shall serve one-year terms.
4. The Board shall elect Officers each year at the second meeting in February.
5. The Chair votes on matters as any other Board member.

D. Standing Committees

The Board may establish standing committees subject to prior approval of the City Council. A request to create a standing committee must include:

1. The staffing costs for the committee; and
2. The costs of complying with meeting noticing requirements.

8.22.090 PETITION AND RESPONSE FILING PROCEDURES.

A. Filing Deadlines

In order for a document to meet the filing deadlines prescribed by OMC Chapter 8.22.090, documents must be received by the Rent Adjustment Program offices no later than 5 PM on the date the document is due. A postmark is not sufficient to meet the requirements of OMC Chapter 8.22.090. Additional Regulations regarding electronic and facsimile filing will be developed when these filing methods become available at the Rent Adjustment Program.

B. Tenant Petition and Response Requirements

1. A Tenant petition or response to an Owner petition is not considered filed until the following has been submitted:
 - a. ~~Evidence that the Tenant is current on his or her Rent or is lawfully withholding Rent.~~ For purposes of filing a petition or response, a statement under oath that a Tenant is current in his or her Rent or is lawfully withholding Rent is sufficient, but is subject to challenge at the hearing~~Reserved~~;
 - b. A substantially completed petition or response on the form prescribed by the Rent Adjustment Program, signed under oath; and
 - c. For Decreased Housing Services claims, organized documentation clearly showing the

Housing Service decreases claimed and the claimed value of the services, and detailing the calculations to which the documentation pertains. Copies of documents should be submitted rather than originals. All documents submitted to the Rent Adjustment Program become permanent additions to the file.

d. Proof of service by first-class mail or in person of the tenant petition or response and any supporting documents on the owner.

2. Subtenant petitions described by Regulation 8.22.025 and Primary Tenant responses to them are subject to the tenant petition and response requirements in this section.

C. Owner Petition and Response Requirements

1. An Owner's petition or response to a petition is not considered filed until the following has been submitted:

a. Evidence that the Owner has paid his or her City of Oakland Business License Tax;

b. Evidence that the Owner has paid his or her Rent Program Service Fee;

c.

i. Evidence that the Owner has provided written notice, to all Tenants affected by the petition or response, of the existence and scope of the Rent Adjustment Program as required by OMC 8.22.060. For purposes of filing a petition or response, a statement that the Owner has provided the required notices is sufficient, but is subject to challenge at the hearing;

ii. After July 1, 2023, evidence of registration with the Rent Adjustment Program as required by O.M.C. 8.22.510 for each affected covered unit in the building prior to the petition or response being filed;

d. A substantially completed petition or response on the form prescribed by the Rent Adjustment Program, signed under oath;

e. Organized documentation clearly showing the Rent increase justification and detailing the calculations to which the documentation pertains. Copies of documents should be submitted rather than originals. All documents submitted to the Rent Adjustment Program become permanent additions to the file; and

f. Proof of service by first-class mail or in person of the owner petition or response and any supporting documents on the tenants of all units affected by the petition. Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.

2. Primary tenant responses to subtenant petitions described by Regulation 8.22.025 are not subject to the Owner response requirements in this section.

D. Time of Hearing and Decision

1. The time frames for hearings and decisions set out below are repeated from OMC 8.22.110 D.
2. The Hearing Officer shall have the goal of hearing the matter within sixty (60) days of the original petition's filing date.
3. The Hearing Officer shall have a goal of rendering a decision within sixty (60) days after the conclusion of the hearing or the close of the record, whichever is later.

E. Designation of Representative

Parties have the right to be represented by the person of their choice. A Representative does not have to be a licensed attorney. Representatives must be designated in writing by the party. Notices and correspondence from the Rent Adjustment Program will be sent to representatives as well as parties so long as a written Designation of Representative has been received by the Rent Adjustment Program at least ten (10) days prior to the mailing of the notice or correspondence. Parties are encouraged to designate their representatives at the time of filing their petition or response whenever possible.

8.22.100 MEDIATION OF RENT DISPUTES.

A. Availability of Mediation

Voluntary mediation of Rent disputes will be available to all parties participating in Rent adjustment proceedings after the filing of a petition and response. Mediation will only be conducted in those cases in which all parties agree in advance to an effort to mediate the dispute.

B. Procedures

1. Parties who desire mediation shall have the choice between the use of Rent Adjustment Program Staff Hearing Officers acting as mediators or the selection of an outside mediator. Staff Hearing Officers shall be made available to conduct mediations free of charge. The Rent Adjustment Program will develop a list of available outside mediators for those who do not wish to have Staff Hearing Officers mediate rent disputes. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services.
2. The following rules apply to mediations conducted by Staff Hearing Officers and notices regarding the scheduling of a mediation session shall explain the following:
 - a. Participation in a mediation session is voluntary;
 - b. A request by any party for a hearing on the petition instead of the mediation session

received prior to or during the scheduled mediation will be granted. Such a request will be immediately referred to the Rent Adjustment Program and a hearing on the petition will be scheduled;

c. Written notice of the mediation session shall be served on the parties by the Rent Adjustment Program in accordance with OMC 8.22.110.

d. It is the goal to have the mediation scheduled within the first 30 days after the response to the petition is filed.

e. Absence Of Parties. If either party fails to appear for a properly noticed mediation, the Hearing Officer will refer the matter to the Rent Adjustment Program for administrative review or hearing on the petition, whichever is appropriate.

~~i. If a petitioner fails to appear at a properly noticed mediation, the Hearing Officer may, in the Hearing Officer's discretion, dismiss the case.~~

~~ii. If a respondent fails to appear, the Hearing Officer will refer the matter to the Rent Adjustment Program for administrative review or hearing on the petition, whichever is appropriate.~~

3. The following rules apply to mediations conducted by outside mediators and notices regarding the scheduling of a mediation session shall explain the following:

a. Participation in a mediation session is voluntary;

b. The Rent Adjustment Program will not schedule the mediation; the parties will be responsible for scheduling the mediation between themselves and the mediator and for notifying the Rent Adjustment Program of the time and date for the mediation;

c. A request by any party for a hearing on the petition instead of the mediation session received prior to or during the scheduled mediation will be granted. Such a request will be immediately referred to the Rent Adjustment Program and an administrative hearing will be scheduled. In the event that the responding party fails to appear for the mediation session, the case will be referred back to the Rent Adjustment Program for administrative review and or hearing on the petition, whichever is appropriate.

d. In the event that ~~the petitioning~~either party fails to appear for the mediation session, the case will be referred back to the Rent Adjustment Program for administrative dismissal of the petition.

4. The Regulations regarding representation by an agent and translation apply to mediations.

5. If the parties fail to settle the rent dispute through the mediation process after a good faith effort, a hearing on the petition will be scheduled on a priority basis with a Staff Hearing Officer. If the mediation was conducted by a Staff Hearing Officer, the hearing on the petition will be conducted by a different Hearing Officer.

6. If the parties reach an agreement during the mediation, a written mediation agreement will be

prepared immediately by the mediator and signed by the parties at the conclusion of the mediation. To the extent possible, mediation agreements shall be self-enforcing. The Hearing Officer will issue an order corresponding to the mediated agreement and signed by the parties that either dismisses the petition or grants the petition according to terms set out in the mediation agreement.

7. A settlement agreement reached by the parties will become a part of the record of the proceedings on the petition unless the parties otherwise agree.

8. The parties cannot agree to grant an Owner a permanent exemption of for dwelling unit. Permanent exemption claims must be decided by a Hearing Officer after a hearing on the evidence.

C. Postponements of Mediations Before Hearing Officers

1. A Hearing Officer or designated Staff member may grant a postponement of the mediation only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.

2. "Good cause" includes but is not limited to:

a. Verified illness of a party an attorney or other authorized representative of a party or material witness of the party;

b. Verified travel plans scheduled before the receipt of notice of hearing;

c. Any other reason that makes it impractical to appear at the scheduled mediation date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".

3. A request for a postponement of a mediation must be made in writing at the earliest date possible after receipt of the notice of mediation with supporting documentation attached.

4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date set for the mediation.

8.22.110 HEARING PROCEDURE.

A. Postponements

1. A Hearing Officer or designated Staff member may grant a postponement of the hearing only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.

2. "Good cause" includes but is not limited to: a. Verified illness of a party an attorney or other authorized representative of a party or material witness of the party; b. Verified travel plans scheduled before the receipt of notice of hearing; c. Any other reason that makes it impractical to appear at the scheduled date due to unforeseen circumstances or verified prearranged plans

that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".

3. A request for a postponement of a hearing must be made in writing at the earliest date possible after receipt of the notice of hearing with supporting documentation attached.

4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date set for the hearing.

B. Absence Of Parties

1. If a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may, in the Hearing Officer's discretion, dismiss the case, subject to the petitioner showing good cause for the failure to appear.

a. Any excuse for failing to appear, along with supporting documentation, must be submitted to the Hearing Officer within ten (10) days of service of the hearing decision.

b. The Hearing Officer will determine if the excuse represents a prima facie case of good cause based on the standards for failing to appear at a hearing and any Board decisions interpreting good cause for failure to appear.

c. If the petitioner submits a timely application under subsection (a), the time to appeal the Hearing Decision is extended until fifteen (15) days after service of the Hearing Officer's decision on good cause for failure to appear.

2. If a respondent fails to appear, the Hearing Officer may rule against the respondent, or proceed to a hearing on the evidence.

C. Record Of Proceedings

1. All proceedings before a Hearing Officer or the Rent Board, except mediation sessions, shall be recorded by tape or other mechanical means. A party may order a duplicate or transcript of the tape recording of any hearing provided that the party ordering the duplicate or transcript pays for the expense of duplicating or transcribing the tape.

2. Any party desiring to employ a court reporter to create a record of a proceeding, except a mediation session, is free to do so at their own expense, provided that the opportunity to obtain copies of any transcript are offered to the Rent Adjustment Program and to the opposing party.

D. Translation

Translation services for documents, procedures, hearings and mediations in languages other than English pursuant to the Equal Access to Services ordinance (O.M.C. Chapter 2.3) shall be made available to persons requesting such services subject to the City's ability to provide such services. In the event that the City is unable to provide such services, petitioners and respondents who do not speak or are not comfortable with English must provide their own translators. The translators will be required to take an oath that they are fluent in both English

and the relevant foreign language and that they will fully and to the best of their ability translate the proceedings.

E. Conduct Of Hearings Before Hearing Officers

1. Each party, attorney, other representative of a party or witness appearing at the hearing shall complete a written Notice of Appearance and oath, as appropriate, that will be submitted to the Hearing Officer at the commencement of the hearing. All Notices of Appearance shall become part of the record.

2. All oral testimony must be given under oath or affirmation to be admissible.

3. Each party shall have these rights:

a. To call and examine witnesses;

b. To introduce exhibits;

c. To cross-examine opposing witnesses on any matter relevant to the issues even if that issue was not raised on direct examination;

d. To impeach any witness regardless of which party called first called him or her to testify;

e. To rebut the evidence against him or her;

f. To cross-examine an opposing party or their agent even if that party did not testify on his or her own behalf or on behalf of their principal.

4. Unless otherwise specified in these Regulations or OMC Chapter 8.22, the rules of evidence applicable to administrative hearings contained in the California Administrative Procedures Act (California Government Code Section 11513) shall apply.

F. Decisions Of The Hearing Officer

1. The Hearing Officer shall make written findings of fact and issue a written decision on petitions filed.

2. If an increase in Rent is granted, the Hearing Officer shall state the amount of increase that is justified, and the effective date of the increase.

3. If a decrease in Rent is granted, the Hearing Officer shall state when the decrease commenced, the nature of the service decrease, the value of the decrease in services, and the amount to which the rent may be increased when the service is restored. When the service is restored, any Rent increase based on the restoration of service may only be taken following a valid change of terms of tenancy notice pursuant to California Civil Code Section 827. A Rent increase for restoration of decreased Housing Services is not considered a Rent increase for purposes of the limitation on one Rent increase in twelve (12) months pursuant to OMC 8.22.070 A. (One Rent Increase Each Twelve Months).

4. The Hearing Officer may order Rent adjustment for overpayments or underpayments over a period of months, however, such adjustments shall not span more than a twelve (12) month period, unless longer period is warranted for extraordinary circumstances. The following is a schedule of adjustments for underpayment and overpayments that Hearing Officers must follow unless the parties otherwise agree or good cause is shown:

a. If the underpayment or overpayment is 25% of the Rent or less, the Rent will be adjusted over 3 months;

b. If the underpayment or overpayment is 50% of the Rent or less, the Rent will be adjusted over 6 months;

c. If the underpayment or overpayment is 75% of the Rent or less, the Rent will be adjusted over 9 months;

d. If the underpayment or overpayment is 100% of the Rent or more, the Rent will be adjusted over 12 months.

5. For Rent overpayments based on an Owner's failure to reduce Rent after the expiration of the amortization period for a Capital Improvement, the decision shall also include a calculation of any interest that may be due pursuant to Reg. 10.2.5 (see Appendix A).

6. If the Landlord has petitioned for multiple capital improvements covering the same unit or building, the Hearing Officer may consolidate the capital improvements into a single amortization period and, in the Hearing Officer's discretion, determine the length for that amortization period in the Decision.

G. Administrative Decisions

For rent increase petitions based on one or more additional occupants, if there is no genuine dispute regarding any material fact, the petition may be decided as a matter of law, and the tenant waives their right to a hearing in writing on a form provided by the Rent Adjustment Program, the Hearing Officer shall issue a decision without a hearing.

8.22.120 APPEALS.

A. Statement of Grounds for Appeal and Supporting Documentation

1. A party who appeals a decision of a Hearing Officer or administrative decision must clearly state the grounds for the appeal on the appeal form or an attachment. The grounds for appeal must be stated sufficiently clearly for the responding party, and the Board to reasonably determine the basis for the appeal so that the responding party can adequately respond and the Board can adequately adjudicate the appeal.

2. A party who files an appeal must file any supporting argument and documentation and serve it on the opposing party within fifteen (15) days of filing the appeal along with a proof of service

on the opposition party.

3. A party responding to an appeal must file any response to the appeal and any supporting documentation and serve it on the opposing party within fifteen (15) days of the service of the supporting documentation along with a proof of service on the opposing party.
4. Any argument and supporting documentation may not be any more than twenty-five (25) pages. Arguments must be legible and double-spaced if typed. Any submissions not conforming to these requirements may be rejected by Staff. Staff may limit the pages for argument and supporting documentation submitted in consolidated cases.
5. Staff, in its discretion, may modify or waive the above requirements for good cause. The good cause must be provided in writing by the party seeking a waiver or modification.

B. Grounds for Appeal

The grounds on which a party may appeal a decision of a Hearing Officer include, but are not limited to, the following:

1. The decision is inconsistent with OMC Chapter 8.22, the Regulations, or prior decisions of the Board;
2. The decision is inconsistent with decisions issued by other Hearing Officers;
3. The decision raises a new policy issue that has not previously been decided by the Board;
4. The decision violates federal, state, or local law;
5. The decision is not supported by substantial evidence. Where a party claims the decision is not supported by substantial evidence, the party making this claim has the burden to ensure that sufficient record is before the Board to enable the Board to evaluate the party's claim;
6. The Hearing Officer made a procedural error that denied the party sufficient opportunity to adequately present his or her claim or to respond to the opposing party; or
7. The decision denies the Owner a fair return.
 - a. This appeal ground may only be used by an Owner when his or her underlying petition for approval of a rent increase was based on a fair return claim.
 - b. Where an Owner claims the decision denies a fair return, the Owner must specifically state on the appeal form the basis for the claim, including any calculations, and the legal basis for the claim.

C. Postponements

1. The Board or Staff may grant a postponement of the appeal hearing only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.

2. "Good cause" shall include but is not limited to:

a. Verified illness of a party an attorney or other authorized representative of a party or material witness of the party;

b. Verified travel plans scheduled before the receipt of notice of hearing;

c. Any other reason that makes it impractical to appear at the scheduled date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".

3. A request for a postponement of an appeal hearing must be made in writing at the earliest date possible after receipt of the notice of appeal hearing with supporting documentation attached.

4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date for the appeal hearing.

D. Procedures at Appeal Hearings

1. It is the Board's or Appeal Panel's goal to hear three (3) appeals per meeting.

2. Unless the Board or Appeal Panel votes otherwise, or the Appeal Body Chair establishes an alternate time limit prior to the first appeal being heard by the Appeal Body, each party will have ~~fifteen (15)~~ six (6) minutes to present argument on or in opposition to the appeal. This time includes opening argument and any response.

3. Whenever the Board or Appeal Panel considers an appeal at more than one meeting, any Board member not present at a prior hearing must listen to a tape of the prior hearing in order to participate at a subsequent hearing.

4. Only those grounds presented in the written appeal may be argued before the Board or the Appeal Panel.

E. Record Of Proceedings

1. All proceedings before the Rent Board shall be recorded by tape or other mechanical means. A party may order a duplicate or transcript of the tape recording of any appeal hearing provided that the party ordering the duplicate or transcript pays for the expense of duplicating or transcribing the tape.

2. Any party desiring to employ a court reporter to create a record of a proceeding, except a mediation session, is free to do so at their own expense, provided that the opportunity to obtain copies of any transcript are offered to the Rent Adjustment Program and to the opposing party.

F. Evidentiary Hearings

1. As a general rule, the Board and Appeal Panels should not conduct evidentiary hearings.

When the Board or Appeal Panel determines that additional evidence or reconsideration of evidence is necessary, the Board or Appeal Panel should remand the matter back to a Hearing Officer for consideration of evidence.

2. The Board or Appeal Panel should only consider evidence when the evidence is limited in scope and resolution of the matter is more efficient than having it remanded to a Hearing Officer for consideration of the evidence.

3. In order for new evidence to be considered, the party offering the new evidence must show that the new evidence could not have been available at the Hearing Officer proceedings.

4. If the Board or Appeal Panel deems an evidentiary hearing necessary, the appeal will be continued and the Board will issue a written order setting forth the issues on which the parties may present evidence.

5. The parties must file any new documentary evidence with the Board or Appeal Panel and also serve it the opposing party not more than ten (10) days after notice is given that a date has been set for the evidentiary appeal hearing.

a. Parties must also file with the Rent Program proofs of service of the evidence on the opposing party.

b. Failure to file the evidence and the proofs of service may result in the evidence not being considered by the Board or Appeal Panel.

6. When the Board or Appeal Panel conducts an evidentiary hearing, the same rules will apply as to hearings before Hearing Officers.

G. Appeal Decisions

1. **Vote Required.** Provided a quorum of the Board is present, or all three Appeal Panel members if a matter is being heard by an Appeal Panel, a majority vote of the Board members present is required to overturn or modify a Hearing Officer's decision. A tie vote upholds the Hearing Officer's decision. If no Board member makes a motion to uphold, reverse, or modify the Hearing Officer's decision on appeal or no motion receives a second, the appeal is deemed denied without comment.

2. **Vote at Close of Appeal Hearing.** Unless the Board or Appeal Panel votes otherwise, it shall vote on each appeal at the close of the appeal. The motion should include the reasons for the decisions so that the reasons can be set forth in a written decision.

a. **Form of Decision.** An appeal decision must be in writing and include findings and conclusions.

b. **Time for Written Decision.** The Board has the goal of issuing a written decision within thirty (30) days of the close of the appeal hearing.

c. **Final decision.**

i. Written appeal decisions are drafted by Staff, reviewed by the City Attorney, signed by staff as the Board's designee, and served on the parties.

ii. In any individual matter, however, the Board or Appeal Panel may vote to require that a decision first come to the full Board or full Appeal Panel or to the Board or Appeal Panel Chair for final approval and signature of that Chair. A decision is not final until signed by Staff or the Board or Appeal Panel Chair and served on the parties.

d. In its decision, the Board is authorized to designate a schedule for refunds or repayments consistent with Reg. 8.22.110 F.4 in cases where its decision results in under- or over-payments by a party; alternatively, the Board may remand to the Hearing Officer for purposes of devising a refund or repayment plan.

e. Staff shall serve decisions on the parties.

H. Dismissal of Appeal

1. Untimely appeal filing.

a. Staff may dismiss an appeal that is not timely filed.

b. Within ten (10) days following Staff's notice of the dismissal, the party filing the late appeal may submit a written statement explaining any good cause for the late filing.

c. If the good cause appears within the guidelines for acceptable good cause set out in Rent Board decisions, Staff may reinstate the appeal or set a hearing before the Board on whether there is good cause for the late appeal.

d. If the good cause does not appear within the acceptable good cause parameters, Staff may reject the good cause and affirm the appeal dismissal.

2. Failing to adequately state grounds for appeal.

a. If Staff determines that an appeal fails to adequately state the grounds for appeal, Staff will send a deficiency notice to the appellant notifying the appellant of the deficiency and giving the appellant ten (10) days to correct the deficiency.

b. If the appellant fails to respond to the deficiency notice or fails to correct the deficiency in the response, Staff may dismiss the appeal, or ask the Rent Board to determine the adequacy of the appeal.

I. Failure to Appear

1. Appellant. If an appellant fails to appear at an appeal hearing, the Board or Appeal Panel will decide the appeal on the record as submitted ~~consider the appeal dropped and will issue a decision dismissing the appeal, subject to the appellant showing good cause for the failure to appear.~~

a. ~~Any excuse for failing to appear, along with supporting documentation, must be~~

~~submitted to Staff with ten (10) days of the date of the service of the appeal decision.~~

~~b. Staff will, in the first instance determine if the excuse represents a prima facie case of good cause based on the standards for failing to appear at a hearing and any Board decisions interpreting good cause for failure to appear.~~

~~e. If a prima facie case of good cause is shown, Staff will schedule an appeal hearing on whether the Board or Appeal Panel accepts the good cause.~~

2. Responding party. If the responding party fails to appear, the Board or Appeal Panel must still hear and decide the appeal.

Appendix A

Exhibit 1

Amortization

Schedule

<u>IMPROVEMENT</u>	<u>YEARS</u>	<u>IMPROVEMENT</u>	<u>YEARS</u>
<u>Air Conditioners</u>	10	<u>Heating</u>	
<u>Appliances</u>		Central	10
Refrigerator	5	Gas	10
Stove	5	Electric	10
Garbage Disposal	5	Solar	10
Water Heater	5	<u>Insulation</u>	10
Dishwasher	5	<u>Landscaping</u>	
Microwave Oven	5	Planting	10
Washer/Dryer	5	Sprinklers	10
Fans	5	Tree Replacement	10
<u>Cabinets</u>	10	<u>Lighting</u>	
<u>Carpentry</u>	10	Interior	10
<u>Counters</u>	10	Exterior	10
<u>Doors</u>	10	<u>Locks</u>	5
Knobs	5	<u>Mailboxes</u>	10
Screen Doors	5	<u>Meters</u>	10
<u>Earthquake Expenses</u>		<u>Plumbing</u>	
Architectural and Engineering Fees	5	Fixtures	10

Emergency Services		Pipe Replacement	10
Clean Up	5	Re-Pipe Entire Building	20
Fencing and Security	5	Shower Doors	5
Management	5	<u>Painting</u>	
Tenant Assistance	5	Interior	5
<u>Structural Repair and Retrofitting</u>		Exterior	5
Foundation Repair	10	<u>Paving</u>	
Foundation Replacement	20	Asphalt	10
Foundation Bolting	20	Cement	10
Iron or Steel Work	20	Decking	10
Masonry-Chimney Repair	20	<u>Plastering</u>	10
Shear Wall Installation	10	<u>Pumps</u>	
<u>Mandatory Seismic Retrofit</u>	<u>25</u>	Sump	10
<u>Electrical Wiring</u>	10	<u>Railing</u>	10
<u>Elevator</u>	20	<u>Roofing</u>	
<u>Fencing and Security</u>		Shingle/Asphalt	10
Chain	10	Built-Up, Tar, and Gravel	10
Block	10	Tile and Linoleum	10
Wood	10	Gutters/Downspouts	10
<u>Fire Alarm System</u>	10	<u>Security</u>	
<u>Fire Sprinkler System</u>	20	Entry Telephone Intercom	10
<u>Fire Escape</u>	10	Gates/Doors	10
<u>Flooring/Floor Covering</u>		Fencing	10

Hardwood	10	Alarms	10
Tile and Linoleum	5	<u>Sidewalks/Walkways</u>	10
Carpet	5	<u>Stairs</u>	10
Carpet Pad	5	<u>Stucco</u>	10
Subfloor	10	<u>Tilework</u>	10
<u>Fumigation</u>		<u>Wallpaper</u>	5
Tenting	5	<u>Window Coverings</u>	
<u>Furniture</u>	5	Drapes	5
<u>Automatic Garage Door Openers</u>	10	Shades	5
<u>Gates</u>		Screens	5
Chain Link	10	Awnings	5
Wrought Iron	10	Blinds/Miniblinds	5
Wood	10	Shutters	5
<u>Glass</u>			
Windows	5		
Doors	5		
Mirrors	5		

CHRONOLOGICAL CASE REPORT

Case No.: T19-0184

Case Name: Beard v. Meridian Management Group

Property Address: 1470 Alice Street, Oakland, CA 94612

Parties: James Beard (Tenant)
Nancy Conway (Tenant Representative)
Russel Flynn, Meridian Management Group (Owner)
Greg McConnell (Owner Representative)

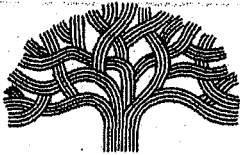
TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	February 4, 2019
Notice of Violation Submitted	February 4, 2019
Owner Response filed	July 18, 2019
Tenant Additional Documents submitted	September 3, 2019
Owner's Memorandum	September 10, 2019
Administrative Decision mailed	September 19, 2019
Tenant Appeal filed	October 8, 2019

Appeal Hearing date	January 23, 2020
Appeal Decision mailed	August 13, 2020
Owner Supplemental Documentation	November 9, 2021
Remand Hearing date	June 21, 2022
Remand Decision mailed	October 6, 2022
Tenant Appeal submitted	October 26, 2022
Owner Response to Appeal submitted	November 18, 2022

T19-0184 KM/MA

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. 2019 FEB -4 PM 1:41
	TENANT PETITION	

Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

Please print legibly

Your Name James Beard	Rental Address (with zip code) 1470 Allice St #204 Oakland, CA 94612	Telephone: 510-289-5301 E-mail:
Your Representative's Name Nancy Conway	Mailing Address (with zip code) 345 Franklin St San Francisco 94102	Telephone: 415-241-1140 Email: Nancy@conwaylaw.com
Property Owner(s) name(s) Russel Flynn	Mailing Address (with zip code) 1145 Bush St San Francisco, CA 94109	Telephone: 415-434-9700 Email:
Property Manager or Management Co. (if applicable) Meridian Management Group	Mailing Address (with zip code) 1145 Bush St San Francisco, CA 94109	Telephone: Email:

Number of units on the property: 21

Type of unit you rent (check one)	<input type="checkbox"/> House	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> Apartment, Room, or Live-Work
Are you current on your rent? (check one)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

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.)

I. GROUNDS FOR PETITION: Check all that apply. You must check at least one box. 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:**

<input type="checkbox"/>	(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input type="checkbox"/>	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/>	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

<input type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input type="checkbox"/>	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
<input type="checkbox"/>	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
<input type="checkbox"/>	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
<input checked="" type="checkbox"/>	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
<input checked="" type="checkbox"/>	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
<input type="checkbox"/>	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
<input type="checkbox"/>	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
<input type="checkbox"/>	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
<input type="checkbox"/>	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

II. RENTAL HISTORY: (You must complete this section)

Date you moved into the Unit: 3-15-2014 Initial Rent: \$ 1400.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: 3-15-2014. If never provided, enter "Never."

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>11-02-2013</u>	<u>12-1-2013</u>	<u>\$ 1479.87</u>	<u>\$ 1530.19</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

T15-0395 + T16-0374

III. 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.

- Are you being charged for services originally paid by the owner? Yes No
Have you lost services originally provided by the owner or have the conditions changed? Yes No
Are you claiming any serious problem(s) with the condition of your rental unit? Yes No

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

IV. VERIFICATION: The tenant must sign:

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

James Ber
Tenant's Signature

2-2-2019
Date

[Empty rectangular box]

[Empty rectangular box]

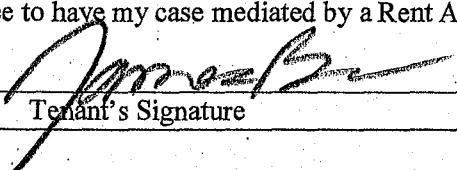
V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal hearing before a different Rent Adjustment Program Hearing Officer.

You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services.

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program). **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** Rent Board Regulation 8.22.100.A.

If you want to schedule your case for mediation, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).



Tenant's Signature

2-2-2019

Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit.** **Mail to:** Oakland Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; **RAP Online Petitioning System:** <http://rapwp.oaklandnet.com/petition-forms/>. For more information, please call: (510) 238-3721.

File Review

Your property owner(s) will be required to file a response to this petition with the Rent Adjustment office within 35 days of notification by the Rent Adjustment Program. When it is received, the RAP office will send you a copy of the Property Owner's Response form. Any attachments or supporting documentation from the owner will be available for review in the RAP office by appointment. To schedule a file review, please call the Rent Adjustment Program office at (510) 238-3721. If you filed your petition at the RAP Online Petitioning System, the owner may use the online system to submit the owner response and attachments, which would be accessible there for your review.

VII. HOW DID YOU LEARN ABOUT THE RENT ADJUSTMENT PROGRAM?

- Printed form provided by the owner
- Pamphlet distributed by the Rent Adjustment Program
- Legal services or community organization
- Sign on bus or bus shelter
- Rent Adjustment Program web site
- Other (describe): _____



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 FEB -4 PM 1:41

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

(510) 238-6402

Bureau of Building

FAX: (510) 238-2959

Building Permits, Inspections and Code Enforcement Services

TDD: (510) 238-3254

inspectioncounter@oaklandnet.com

NOTICE OF VIOLATION

June 4, 2018

Certified and Regular mail

To: ALICE B BUILDING LP
1717 POWELL ST 300
SAN FRANCISCO CA 94133-2843

Code Enforcement Case No.: 1604229
Property: 1470 ALICE ST, OAKLAND 94612
Parcel Number: 008 062702700

Re-inspection Date/Correction Due Date: 7/11/18

Code Enforcement Services inspected your property on na and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- Investor Owned Program - Per OMC 8.58
- Foreclosed and Defaulted Properties - Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Wing Loo, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6219 and by email at wloo@oaklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees and recording.

IN SERVICES
Notice of Violation

000033

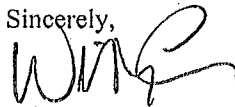
You have a right to appeal this Notice of Violation. You must complete the enclosed appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: 7/11/18 you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the end of the appeal period. A filing fee in the amount of \$110.00 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

Investor-Owned Residential Property OMC 8.58	Foreclosed and Defaulted OMC 8.54
<p>Administrative/Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>Nuisance Abatement Lien (Notice of Violation) A Nuisance Abatement Lien may be filed with the Alameda County Clerk-Recorder for recordation on the property title which shall have the force, effect and priority of a Judgment Lien. The Nuisance Abatement Lien may be foreclosed by an action brought by the City of Oakland for a money judgment.</p> <p>(Priority Lien) (OMC 8.58.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>	<p>Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020.1.08.601.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>(Priority Lien) (OMC 8.54.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>

Sincerely,



Wing Loo
Specialty Combination Inspector
Planning and Building Department

Enclosures as applicable:

- | | | |
|---|--|--|
| <input type="checkbox"/> Blight brochure | <input type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input type="checkbox"/> Smoke Alarms brochure |
| <input type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |

cc:

Administrative Hearing Fees

Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00

Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee

Property Maintenance (Blight) - (Checklist of Violations attached)

Description of Violation	Required Action	OMC Section

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
The apartment building does not have a resident manager who resides at this address.	Provide a resident manager.	15.08.230.R

Zoning

Description of Violation	Required Action	OMC Section

July 16, 2018,

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 FEB -4 PM 1:41

To : ALL TENANTS AND OCCUPANTS

IMPORTANT UPDATE CONTACT NUMBER OF RESIDENT MANAGER IS (805)757-2196

1470 Alice Street Oakland Ca 94612

RE: APPOINTMENT OF RESIDENT MANAGER

We are pleased to inform that effective as of July 1 2018, Elina Bedoya has joined the management team of 1470 Alice Street, Oakland ,Ca 94612, as your resident onsite manager. As stated she will be joining the team of Joanna and Steve. Please continue to work with Joanna and Steve for all your maintenance requests and building needs.

All rents are due on before the first of the month in the lobby box. Cash or partial payments will not be accepted. Payment will only be accepted in the form of personal check, guaranteed check made payable to : Alice B. Building L.P. . Payment will only be accepted from Tenants whose name is on lease agreement. Only one check per apartment . We will not accept checks from unauthorized occupants.

The staff for your property is as follows:

Offsite management : Joanna and Steve (415)819-5995 email: 1470alice@gmail.com

Resident manager : Elina Bedoya (805)757-2196

Thank you for your cooperation.

Jeanne Robertson, Property supervisor

000036

2019 FEB

TENANT MAINTENANCE

All maintenance requests have to be submitted ~~online~~
called in, it has to be followed up with this form.

If you are experiencing an outage, please call the PG&E
you smell natural gas, or suspect another emergency
1-1 or PG&E at 1-800-743-5000.

Tenant's Name: James

Address: 1470 Alice St
Street

Phone Numbers: Cell 289-5301 Home _____

Request: ① Seal the water

14. (Fill email photo)

② Replace Noisy R

Please indicate whether you have any pets, or other concerns ~~in~~
unit:

I understand that in submitting this maintenance request, I am ~~above~~
my apartment as necessary to inspect the work requested
agents deem it necessary.

Signed: James B
(Tenant on Lease)

After completing the items above, deliver ~~to~~

* — * — *

Received by: _____

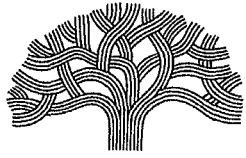
Work Completed By _____

Charge Cost To Tenant: _____ Yes

Reason to Charge: _____

Action Taken: _____

Comments: _____

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp 2019 JUL 18 AM 11:37
		<p align="center"><u>PROPERTY OWNER</u></p> <p align="center"><u>RESPONSE</u></p>

Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your response being rejected or delayed.

CASE NUMBER T19 -0184 *KM/MA*

Your Name Lucky Stewart Alice B. Building, LP	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700 Email:
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400 Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) James Beard	Complete Address (with zip code) 1470 Alice St. #206 Oakland, CA 94612	
Property Address (If the property has more than one address, list all addresses) 1470 Alice St. Oakland, CA 94612		Total number of units on property 22

Have you paid for your Oakland Business License? Yes No Lic. Number: 00190859
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

* proof will be provided prior to hearing

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 8-627-27
 The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

* proof will be provided prior to hearing

Date on which you acquired the building: 4 / 15 / 16

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

Type of unit (Circle One): House / Condominium / **Apartment**, room, or live-work

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

* Tenant is not contesting a rent increase. Tenant claims decreased housing services.

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are justifying additional contested increases, please attach a separate sheet.

II. RENT HISTORY If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on 3/15/14.

The tenant's initial rent including all services provided was: \$ 1,400.00 / month.

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 No I don't know _____

If yes, on what date was the Notice first given? 3/15/14

Is the tenant current on the rent? Yes No

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
10/25/18	12/1/18	\$ 1,479.87	\$ 1,530.19	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10/25/17	12/1/17	\$ 1,450.85	\$ 1,479.87	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/1/16	12/1/16	\$ 1,400.00	\$ 1,450.85	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the **Costa Hawkins Rental Housing Act** (California Civil Code 1954.50, et seq.). **If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:**

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
5. Is the unit a single family dwelling or condominium that can be sold separately?
6. Did the petitioning tenant have roommates when he/she moved in?
7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

The rent for the unit is **controlled, regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

On the day the petition was filed, the tenant petitioner was a resident of a **motel, hotel, or boarding house** less than 30 days.

The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction.

The unit is an accommodation in a **hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory** owned and operated by an educational institution.

The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

Owner denies all tenant allegations. These issues are stale; they have been heard and denied in multiple cases, including T16-0734 and T17-0419.

Please see attachment A. (PAGE 5)

Owner respectfully requests this case be dismissed.

V. VERIFICATION

I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.

Property Owner's Signature

7/17/19

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center.. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

File Review

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

Mediation Program

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.

Property Owner's Signature

Date

more information phone (510)-238-3721.

T19-0184; Beard v. Alice B. Building, LP
Attachment A

Landlord Response to tenant claims:

Landlord respectfully demands that this petition be dismissed. The claims in this petition were heard and decided upon in T16-0228, T16-0734 and T17-0419. Tenant dismissed T16-0228 and T16-0734 was denied by RAP Hearing Officer Kasdin. His decision was affirmed by Administrative Appeal dismissal with prejudice. T17-0419 was denied by RAP Hearing Officer Cohen and affirmed on appeal. These decisions have been finalized and are unreviewable per the doctrine of res judicata.

For the record:

1. Landlord disputes storage area claim and will defend issue at hearing. Issues was included in T16-0734 and denied by RAP via Hearing Officer decision with affirmation by Administrative appeal dismissal with prejudice. Issues was also included in T17-0419 and denied by RAP via Hearing Officer decision with affirmation on appeal.
2. Landlord contests all claims of code violations and service reductions.
3. Landlord denies each and every allegation in petition and reserves the right to supplement the response prior to hearing and provide additional testimony at hearing.

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 JUL 18 AM 11:37

0000425

9/2/2019

A Yahoo Mail - Re: Month number 4 on water damage storage unit

Tenant

TTA-0184

Beard vs MMG

On Apr 8, 2019, at 12:39 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Good afternoon James,

While stating we are still working on a solution is not the answer you want to hear, but both Joanne and I have had several people to visit the space and we are still working on a solution. My suggestion is to utilize the smaller storage space in the meantime. What I saw when you opened the storage unit was that this would fit in the other empty space.

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

-----Original Message-----

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Monday, April 8, 2019 10:00 AM

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP -3 PM 3:40

000043

9/2/2019

A Yahoo Mail - Re: Month number 4 on water damaged storage unit

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Month number 4 on water damaged storage unit

We have entered month number 4 and still no results on repairing my tool storage unit or preventing future water invasion. What's the current status of hiring a new licensed contractor with credentials and warranty? My apartment isn't a storage unit and I don't have any space in my tiny apartment to put these tools.

Let me know what it's going to take to put this to a satisfactory solution and ending? This is ridiculous. Please set a date for a contractor to permanently repair water damaged and prevent future water intrusion. Standing by for a reply.

JB 206

Sent from my iPhone

000044

9/2/2019

AT&T Yahoo Mail - Storage unit 14 has a serious leak and needs to get fixed

Tenant

TT9-0184

Beard vs MMB

Storage unit 14 has a serious leak and needs to get fixed

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Friday, January 11, 2019, 12:05 PM PST

I also have a refrigerator making a loud noise. It's time to replace that refrigerator. It's too noisy and it's disrupting my sleep

Sent from my iPhone

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 SEP -3 PM 3:40

000045

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

currently due to the rain. This is not an uncommon issue. We will look into it to confirm it is not a building leak.

Thank you for your information.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Friday, January 11, 2019 1:15 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Water leak in storage unit 14 needs to get fixed.

[Download full resolution images](#)

[Available until Feb 10, 2019](#)

000046

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

Apt. 206

Sent from my iPhone

On Jan 12, 2019, at 2:25 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James - I am glad we are starting off on a new set of attitudes. Thank you very much. Please understand the leaking into the garage as more to do with ground saturation than anything. And even if I caulked this entry point it's going to enter somewhere. Is the water reaching your storage unit? Can you put it off the ground?

We will address the situation and see what can be done to redirect the water. No promises but I will see what can I do to keep 2019 happy for all..

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Friday, January 11, 2019 3:13 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Water leak in storage unit 14 needs to get fixed.

All my work tools and accessories are stored in these storage units. I don't care if the garage leaks. I just don't want it to leak in my storage unit and spilling out onto my parking space. If we can get these 2 things fixed in a reasonable time frame from this date, you shouldn't have to hear from me for quite a while. It's 2019, let's bury the hatchet.

Have a nice weekend

James Beard

289-5301 apt 206

Sent from my iPhone

On Jan 11, 2019, at 1:18 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James,

All maintenance request should still be issued to Joanne and Steve. They are the responsible party for your building. The ground is saturated

000047

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

Any sign of any movement on fixing this leak in my storage unit on space 14? I had to pull all of my tools and ropes, and climbing gear out of the storage unit because they were getting wet. My ropes are drying out on the porch as I write you this email. This was an issue previously and they promised last time, it would remain fixed. I can look into a reputable contractor and mold experts to permanently fix this issue, if you like. This group can give you solid work with warranty. I recommend these fellas last time but y'all decided to take on the work yourselves. I want to see results by the end of this week.

Thanks

James Beard

206

PS. My refrigerator is still loud and needs to be replaced since it can't be fixed. Take care of these 2 request items and you shouldn't have to hear from me the rest of this year.

Sent from my iPhone

On Jan 15, 2019, at 4:55 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Joanne is going to make sure 12 doesn't get wet also. She will get back to me later today.

Sorry for the delay, strep throat. Which again it would really be helpful if you include Joanne and Steve. They are really good about getting things done when it's reasonable. And they aren't against you. Sometimes they just need approval to move forward.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Monday, January 14, 2019 10:15 AM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Water leak in storage unit 14 needs to get fixed.

The water is definitely running through my storage unit and onto the floor. If we can figure out a way to either seal the active leak or direct the water to a nearby drain, that would be awesome. It's going to rain hard Wednesday and Thursday. That would be a great day for an inspection to see where the water is coming from. Another possible solution might be to move me in parking space 12 from 14. I don't see any water coming from storage unit and parking space 12. Just an idea. We'll figure it out. Just want to keep my tools dry.

James Beard

510-289-5301

000048

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

Re: Water leak in storage unit 14 needs to get fixed.

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Cc: 1470Alice@gmail.com

Date: Friday, February 1, 2019, 10:55 AM PST

Any sign of contractors on the way to fix the water leak in storage unit 14? Give me a date to make sure the storage unit is cleared for the contractors arrival ASAP. If you want, I can hire someone and take the, labor and materials, cost out of the rent. If not, hire a contractor that guarantees warranty on their work ASAP.

Give me a call if you have any questions or reply to this email

Thanks

James Beard
510-289-5301

Sent from my iPhone

On Jan 22, 2019, at 5:31 PM, James Beard <georgiacyclone@sbcglobal.net> wrote:

Nobody has looked at the refrigerator since I put a maintenance request in the box 2 Thursday's ago. Thanks for the reply

JB

Sent from my iPhone

On Jan 22, 2019, at 11:34 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

What I stated was we would look into the issue, but you have to understand there was a tremendous amount of rain lately. We can not apply a fix until it is dry. Please be patient.

Did anyone look at the refrigerator yet?

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Tuesday, January 22, 2019 7:49 AM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Cc: 1470Alice@gmail.com
Subject: Re: Water leak in storage unit 14 needs to get fixed.

Good morning

000049

9/2/2019

AT&T Yahoo Mail - Re: 1470 Alice Storage

Tenant

T19-0184

Beard vs MMG

Re: 1470 Alice Storage

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Friday, March 15, 2019, 02:13 PM PDT

Hi Jeanne

The locks are falsely locked but I'll totally remove them to eliminate any confusion next Wednesday.

Thanks

Jamie
510-289-5301

Sent from my iPhone

On Mar 14, 2019, at 1:04 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Don't get mad or laugh, but my new favorite contractor did not listen. Joanna has actually been working diligently to get information on how to stop. She needs the doors unlocked next Wednesday.

Please thank you. The guy today did not ask for the code, so we did not get in to the cabinets since they are locked. Can you send a code to open.

Jeanne

<image001.png>

Jeanne Robertson
Meridian Management Group
614 Grand Avenue, Suite 206
Oakland, CA 94610
P. (510) 444-9700
F. (510) 338-3651
Jrobertson@mmgprop.com

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP -3 PM 3:40

000050

9/2/2019

T19-0184

AT&T Yahoo Mail - Tool storage unit #14 still le

Tenant

Tool storage unit #14 still leaks

Beard vs MMB

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Wednesday, March 20, 2019, 02:01 PM PDT

Water is still treading in both units. The maintenance contractor got rid of the mold but still hasn't sealed the leak that's coming in my storage unit. It's time to hire a licensed contractor with certifications and repair warranty guaranteed. Your hired maintenance contractor can do the mold and painting after the licensed contractor does the final repair and inspection. We're not there yet. I pulled my truck forward so you're maintenance contractor can finish the work and for today's inspection.

Thanks

Jamie 206
510-289-5301

Sent from my iPhone

After the 1st attempt to
repair & restore storage unit was a
failed attempt due to lack of skill
& competence, certifications, &
credentials.

2019 SEP -3 PM 3:41
RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

000051

9/2/2019

T19-0184

AT&T Yahoo Mail - Re: Garage

tenant

Beard vs MML

Re: Garage

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Wednesday, February 20, 2019, 12:44 PM PST

I want to meet the contractor in person and yes, I removed the water from my storage as I do it everyday. If I didn't, there would be a waterfall coming out of my storage unit. I left my unit unlocked for inspection yesterday. Anyway, please schedule to meet me on Tuesday when it's scheduled for rain in the forecast. You can see firsthand, what happens in active rain takes place or send Joanne and Steve to meet me in the later afternoon like around 4pm-6pm, Tuesday February 26,2019. In the interim, next time it rains and I'm at home and not off location, I'm going to film active rain. Bags won't protect tools and ropes from getting wet and it's important for my storage unit to remain fixed for proper tool storage as these tools are used to pay rent and bills. Any electrician, mechanic, carpenter or blue collar worker will tell you that proper tool storage is important. Tools and tool boxes don't belong on my living room floor and rigging ropes as well.

I hope to meet with you or the offsite management team Tuesday late afternoon. See y'all then

Jamie
206

Sent from my iPhone

On Feb 20, 2019, at 12:23 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James, that last statement is totally wrong. I have been fair to you, and you are right I did not look inside your unit, because it was locked when I was there. I saw no evidence of water until you sent the video. At which time I addressed the situation and also asked you to dry the water that is standing. Have you done this? I have already given instructions to schedule someone to look at the ceiling of your storage.

Joanne and Steve will be in touch with the time the repair guy will be there.

Jeanne

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP -3 PM 3:33

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Wednesday, February 20, 2019 9:12 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Garage

You didn't even look at my storage unit. You looked at a different storage unit that had no damage. You need to look at mine. By refusing to repair my storage unit permanently, you are illegally decreasing my services and I already filled a decrease in service petition and I'm challenging the most recent rent increase until I get a hearing date. That's legal. That's the only remedy I know to get you to do your job. I was given reduced rent because of your negligence

000052

9/2/2019

AT&T Yahoo Mail - Re: Garage

and failure to repair. I sent a video clip to you and I'll send another one when it rains again. These videos will be documented as evidence and will be used at rent board at the next hearing.

All you have to do is fix my storage and refrigerator and you refuse. Why is it that you jump through hoops to take care of your luxury tenants that pay \$4000 a month for rent but you don't answer to any of my maintenance request and you continually decrease my services as a form of harassment to get me to leave? I paid extra money for that storage unit and parking space. I expect my parking space not to be a slip hazard and my storage unit not flooded and damaged with toxic mold.

Sent from my iPhone

On Feb 19, 2019, at 11:08 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James, The judgement that gave you a four month decrease in rent, was due to overhead pipes leaking. This is not the case. In fact the integrity of your storage shows to be in the same condition, with no water damage to the wood. Any rust to your items stored in this area you can help prevent by simply placing a trash bag over them.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Tuesday, February 19, 2019 9:25 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Garage

T16-0734. You should read the judgement ruling. The storage unit is a space I store my work tools and it's a necessary service.

Sent from my iPhone

On Feb 19, 2019, at 12:29 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

I was just there, my apologies for not contacting you. There is no water going into the storage, rather a cement wall. I checked the storage immediately next to you. Concrete absorbs water by nature and that may allow moisture into your storage by laws of nature. For which you can take additional steps to put your equipment in bags, etc. This was in place when you signed the lease and no changes have been made to cause any difference. I have discussed the paragraphs in your lease that address this. The water on the floor

000053

of the garage, is going to happen from time to time during a rain and that is a safety feature to allow run off, because this is an underground garage, it is expected and structurally built to do so.

Please find something else to be angry about, preferably not related to your rental. We will not making any changes to the storage area regarding your claims presented and demand to do so. That is final. Please, feel free to politely submit any future maintenance request utilizing our Meridian Management Group policy requirements on a Maintenance request form to Joanne and Steve.

The balance due on your ledger is accurate. For the last year while waiting for the multiple appeals you did not pay the correct rent. No one approved that you do so, and we kindly waited through all your appeals. However the decision has been finalized. And it is now time for you to pay back the rent you did not pay in full last year. If needed I am happy to post the decision which provides the amount that was due.

I know this is not the answer that you want, but please try to put some understanding and consideration and try protecting your equipment by simply putting it in bags and sealing the moisture out. And quit making it a personal attack against you, because I assure you, it is not.

Jeanne

<image001.png>

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Tuesday, February 19, 2019 11:13 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Garage

I'm here now and I have both storage lockers on space 14 open for inspection for water leaks and damage. I'll be in 206. Knock on my door or call me. I'm working the graveyard shift this week from 10pm until 8am so let's keep this brief.

Thanks

000054

9/2/2019

AT&T Yahoo Mail - Re: Garage

JB

510-289-5301

Sent from my iPhone

On Feb 18, 2019, at 7:01 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James, I will be on site at some time tomorrow. I will let you in advance when that is. And I will look at your issue one more time.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Monday, February 18, 2019 2:24 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Garage

If you believe that information is true then I got a wall to sell you that Mexico isn't paying for. Just call the contractor while the weather is still dry and quite deflecting the subject BS harassment tactics. You also cost me income and ran up my medical and legal bills and fees well over \$10,000.00. We're even.

Now fix my water damaged storage ASAP. It's not hard and it doesn't come out of your paycheck or profits. That's Russel Flynn's financial headache for not doing his job in the first place.

Give me a time and date the contractors are going to show up and fix my storage unit and my flooded parking space.

JB

Sent from my iPhone

On Feb 15, 2019, at 2:35 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

The ledger was attached to show that you did not pay the full rent due.

Jeanne

<image001.png>

Jeanne Robertson

000055

9/2/2019

AT&T Yahoo Mail - RE: Water damaged storage unit #14

Tenant

T19-0184 Beard vs MMG

RE: Water damaged storage unit #14

From: Jeanne Robertson (JRobertson@mmgprop.com)

To: georgiacyclone@sbcglobal.net

Date: Monday, March 11, 2019, 01:47 PM PDT

External images are now more secure, and shown by default. Change in Settings

I am headed that way please meet me in the garage.

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2019 SEP -3 PM 3:34

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Friday, March 8, 2019 5:26 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Water damaged storage unit #14

Let's try 2pm, Monday, if that's okay with you.

Thanks

JB

Sent from my iPhone

000056

9/2/2019

AT&T Yahoo Mail - RE: Water damaged storage unit #14

On Mar 7, 2019, at 5:51 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Okay Monday afternoon it is . What time. Glad to hear you are back at work.

Jeanne

<image001.png>

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Thursday, March 7, 2019 5:50 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Water damaged storage unit #14

Hello,

Sorry for the reply one day later. I've been working double shifts. I'll be available Monday afternoon. I'm working through the weekend and cleaning out the water in the storage unit at night before bedtime.

Sent from my iPhone

On Mar 6, 2019, at 10:14 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Will you be home tomorrow. And what time if so?

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Wednesday, March 6, 2019 2:25 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Water damaged storage unit #14

000057

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

Tenant

T19-0184 Beard VS MMG

Re: Month number 4 on water damaged storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Monday, April 22, 2019, 05:54 PM PDT

1. Please explain in detail the greater factors that are involved.
2. You're going to get your rent in full 5/01/19.
3. I need to get a receipt for each months rent paid from May 2019 going forward. I need to start collecting receipts.
4. Last but not least, my job is going to require me to travel and I'll be out of town during rent week a lot. Can I please send my rent check to your office address or an address of your choice when I'm out of town?

Thanks

JB

Sent from my iPhone

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On Fri, Apr 19, 2019 at 3:12 PM James Beard <georgiacyclone@sbcglobal.net> wrote:

Sent from my iPhone

Begin forwarded message:

From: Jeanne Robertson <JRobertson@mmgprop.com>
Date: April 19, 2019 at 12:40:05 PM PDT
To: James Beard <georgiacyclone@sbcglobal.net>
Subject: RE: Month number 4 on water damaged storage unit

If you do not pay your full pay rent I will be forced to issue a three day notice. You will pay the full rent due. Please don't make it harder and we are not ignoring the situation there are greater factors involved.

Jeanne Robertson
 Meridian Management Group
 614 Grand Avenue, Suite 206
 Oakland, CA 94610
 P. (510) 444-9700
 F. (510) 338-3651
Jrobertson@mmgprop.com

-----Original Message-----

From: James Beard <georgiacyclone@sbcglobal.net>
 Sent: Friday, April 19, 2019 12:27 PM
 To: Jeanne Robertson <JRobertson@mmgprop.com>

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 2019 SEP - 3 PM 3: 34

000058

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Month number 4 on water damaged storage unit

We have entered month number 4 and still no results on repairing my tool storage unit or preventing future water invasion. What's the current status of hiring a new licensed contractor with credentials and warranty? My apartment isn't a storage unit and I don't have any space in my tiny apartment to put these tools.

Let me know what it's going to take to put this to a satisfactory solution and ending? This is ridiculous. Please set a date for a contractor to permanently repair water damaged and prevent future water intrusion. Standing by for a reply.

JB 206

Sent from my iPhone

000059

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

Subject: Re: Month number 4 on water damaged storage unit

The solution that I couldn't take is a smaller storage unit in which someone else already occupies. I need you to fix the storage unit that got assigned to me when I first signed the lease. Ignoring the problem doesn't make it go away. I need my tool storage in full working capacity as soon as possible. That should have been fixed by the middle of February and we are almost 3 weeks into April. Until my storage is repaired in full I refuse to pay the current rent increase until I hear back from the Oakland rent board. You will receive the amount of \$1470.00 every month until my storage is 100% fixed and finished. A decrease in service = reduced rent.

Have a nice weekend

JB 206

Sent from my iPhone

On Apr 19, 2019, at 7:56 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

You also have been offered a solution that you do not take . However just yesterday I asked another remediator to go look next week and see if he can help provide an answer to resolve this issue finally. I will let you know if we have progress.

Jeanne

-----Original Message-----

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Friday, April 19, 2019 7:13 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Month number 4 on water damaged storage unit

I see that we are into month number 4 and week 2 and still no results. The tool storage unit still has to get fully repaired before the next rainfall. I really wish I can put my tools back in the tool storage where they belong. This has been 4 months that I've been denied repair service for my storage unit and loud noisy refrigerator. This is an obvious attempt to harass me and run me out of my rental unit and you cannot legally do that.

Please for the love of god and all things good, fix my storage unit permanently by hiring a credible licensed contractor that guarantees warranty with their work to get the job done. It's not hard and it's your job.

JB 206

Sent from my iPhone

000060

9/2/2019

T19-0181

AT&T Yahoo Mail - Tool storage unit #14 still le

Beard vs MMG

Tenant

Tool storage unit #14 still leaks

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Wednesday, March 20, 2019, 02:01 PM PDT

Water is still treading in both units. The maintenance contractor got rid of the mold but still hasn't sealed the leak that's coming in my storage unit. It's time to hire a licensed contractor with certifications and repair warranty guaranteed. Your hired maintenance contractor can do the mold and painting after the licensed contractor does the final repair and inspection. We're not there yet. I pulled my truck forward so you're maintenance contractor can finish the work and for today's inspection.

Thanks

Jamie 206
510-289-5301

Sent from my iPhone

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GENERAL
ARBITRATION PROGRAM
2019 SEP -3 PM 3:39

After a failed attempt by a hired worker that lacks the skill & competence, credentials & certification to complete to fully repair and restore the storage unit with water damage & intrusion

000061

9/2/2019

AT&T Yahoo Mail - Explain the greater factors involved with the delay of permanently fixing my tool storage unit

Explain the greater factors involved with the delay of permanently fixing my tool storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Tuesday, April 23, 2019, 02:54 PM PDT

1. Please explain in detail the greater factors involved as to why my storage unit hasn't been permanently repaired by a licensed contractor with certifications, credentials and back up warranty.
2. Starting May 2019, I want a written receipt for every rent check from hear on out, no exceptions. I've been asking Joanne and Steve to write me a receipt and they refuse and that's illegal and a unfair business practices as you claim that I owe you money and that's not true. I don't owe you any additional money other than your rent check every month in which I've never missed a payment nor was I ever late.
3. I need a address to mail my future rent checks to as I'm going to be out of town on business in which I'll be not here on rent week. Can I just mail it straight to you at your business address? This the only apartment complex in this globe that doesn't accept rent checks by mail and that has costed me serious income and potential future jobs.

Your prompt reply would be greatly appreciated

Thanks

JB
Sent from my iPhone

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 2019 SEP - 3 PM 3:34

Beard vs MMG

T19-0184

000062

Thomson - C. Young

Re: Month number 4 on water damaged storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Monday, April 22, 2019, 05:54 PM PDT

- 1. Please explain in detail the greater factors that are involved.
- 2. You're going to get your rent in full 5/01/19.
- 3. I need to get a receipt for each months rent paid from May 2019 going forward. I need to start collecting receipts.
- 4. Last but not least, my job is going to require me to travel and I'll be out of town during rent week a lot. Can I please send my rent check to your office address or an address of your choice when I'm out of town?

Thanks

JB

Sent from my iPhone

~~On Fri, Apr 19, 2019, at 4:34 PM, Nancy [redacted] <[redacted]@[redacted].law.com> wrote:~~

~~ask her what the greater factors are. Be sure to pay rent in full. Ask her if you can mail rent to [redacted] and/or get a receipt from onsite manager. Explain [redacted] situation is difficult for you when you travel for work or pleasure.~~

~~Happy holidays Nancy~~

On Fri, Apr 19, 2019 at 3:12 PM James Beard <georgiacyclone@sbcglobal.net> wrote:

Sent from my iPhone

Begin forwarded message:

From: Jeanne Robertson <JRobertson@mmgprop.com>
Date: April 19, 2019 at 12:40:05 PM PDT
To: James Beard <georgiacyclone@sbcglobal.net>
Subject: RE: Month number 4 on water damaged storage unit

If you do not pay your full pay rent I will be forced to issue a three day notice. You will pay the full rent due. Please don't make it harder and we are not ignoring the situation there are greater factors involved.

Jeanne Robertson
 Meridian Management Group
 614 Grand Avenue, Suite 206
 Oakland, CA 94610
 P. (510) 444-9700
 F. (510) 338-3651
Jrobertson@mmgprop.com

-----Original Message-----
 From: James Beard <georgiacyclone@sbcglobal.net>
 Sent: Friday, April 19, 2019 12:27 PM
 To: Jeanne Robertson <JRobertson@mmgprop.com>

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

Subject: Re: Month number 4 on water damaged storage unit

The solution that I couldn't take is a smaller storage unit in which someone else already occupies. I need you to fix the storage unit that got assigned to me when I first signed the lease. Ignoring the problem doesn't make it go away. I need my tool storage in full working capacity as soon as possible. That should have been fixed by the middle of February and we are almost 3 weeks into April. Until my storage is repaired in full I refuse to pay the current rent increase until I hear back from the Oakland rent board. You will receive the amount of \$1470.00 every month until my storage is 100% fixed and finished. A decrease in service = reduced rent.

Have a nice weekend

JB 206

Sent from my iPhone

On Apr 19, 2019, at 7:56 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

You also have been offered a solution that you do not take . However just yesterday I asked another remediator to go look next week and see if he can help provide an answer to resolve this issue finally. I will let you know if we have progress.

Jeanne

-----Original Message-----

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Friday, April 19, 2019 7:13 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Month number 4 on water damaged storage unit

I see that we are into month number 4 and week 2 and still no results. The tool storage unit still has to get fully repaired before the next rainfall. I really wish I can put my tools back in the tool storage where they belong. This has been 4 months that I've been denied repair service for my storage unit and loud noisy refrigerator. This is an obvious attempt to harass me and run me out of my rental unit and you cannot legally do that.

Please for the love of god and all things good, fix my storage unit permanently by hiring a credible licensed contractor that guarantees warranty with their work to get the job done. It's not hard and it's your job.

JB 206

Sent from my iPhone

000064

9/2/2019

Yahoo Mail - Re: Month number 4 on water damage storage unit

On Apr 8, 2019, at 12:39 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Good afternoon James,

While stating we are still working on a solution is not the answer you want to hear, but both Joanne and I have had several people to visit the space and we are still working on a solution. My suggestion is to utilize the smaller storage space in the meantime. What I saw when you opened the storage unit was that this would fit in the other empty space.

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

-----Original Message-----

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Monday, April 8, 2019 10:00 AM

000065

9/2/2019

AT&T Mail - Re: Today's weather forecast is eating away my storage unit

779.0184

KM/MA

Re: Today's weather forecast is eating away my storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Wednesday, February 6, 2019, 05:05 AM PST

Okay I stand corrected only on one occasion that you just joined in last summer so you didn't lie but the rest of meridian group including legal reps lied to me and the rent board. I'm not retracting that statement. I'm protesting the last rent increase until my storage unit is permanently repaired by a professional contractor that guarantees warrantee with their work. If I have to hire the contractor myself, then I will deduct all expenses from rent as that is perfectly legal under California state landlord/tenant laws and ordinances under repair and deduct remedy. If meridian management and owners fixed the problem last time, we wouldn't be back here again. That's what happens when the job doesn't get done right the first time.

I told you that all you have to do is repair and stop the water leak and damage to my storage unit and replace this loud obnoxious refrigerator that keeps me up at night. Do that and you shouldn't have to hear from me in quite a while. Make this problem go away and I'll go away.

Thanks

Jamie

Sent from my iPhone

- > On Feb 4, 2019, at 9:48 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:
- >
- > We did no such thing. James, we have looked into this, and as of this time there is no fix for water intruding from below. It's a typical garage issue. I am working on finding a solution, but I have not been able to do so as of yet.
- >
- > Jeanne
- >
- > -----Original Message-----
- > From: James Beard <georgiacyclone@sbcglobal.net>
- > Sent: Monday, February 4, 2019 9:55 AM
- > To: Jeanne Robertson <JRobertson@mmgprop.com>
- > Cc: 1470Alice@gmail.com
- > Subject: Today's weather forecast is eating away my storage unit
- >
- > It's also a slip hazard. This has gone on to long. I was told it was permanently repaired at the last rent board hearing last August 2018 by Greg McConnal. Y'all lied to me
- >

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2019 SEP -3 PM 3:33

000066


Garage

From: Jeanne Robertson (JRobertson@mmgprop.com)

To: georgiacyclone@sbcglobal.net

Cc: 141ALI@mmgprop.com

Date: Monday, February 11, 2019, 11:48 AM PST

 External images are now more secure, and shown by default. [Change in Settings](#)

James, I went to look at the issue with your space. And this is what I found.

1. The building is set up for water to distribute there as needed this is a built in structural feature. Unlike the storage unit.
2. While 12 is smaller, it is in a dryer location and this is the only option I have available.
3. The water as far as I could tell was not entering your storage but running along the back side. Perhaps if you lined the interior with even something as simple as contact paper it would push back any seeping water.

As far as your refrigerator I have asked Joanne to order you another one. They will be in contact.

Also, we got a letter from PGE stating high energy use in the building. Please be aware if you are charging the lime scooters this is only to be done in your apartment.

We do appreciate that you have a much better attitude going forward.

Jeanne

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

000067

9/2/2019

AT&T Yahoo Mail - Re: Water damaged storage

Re: Water damaged storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Wednesday, February 20, 2019, 10:48 AM PST

It's raining next week Monday through Wednesday. Why don't we meet Tuesday while it's raining so you can see first hand what damage happens when it rains. That's the only way to do a fair inspection. I'm taking Monday and Tuesday off and will be available by appointment. I have a doctors appointment Monday from 1-3pm, physical therapy included. Tuesday is more flexible. Let's do this right and fair and fix this problem permanently. If this problem goes away, You won't hear from me for the remainder of this year. With the exception of getting my monthly rent check, you won't even know I'm hear or I'll be so quiet that you'll forget I'm even here. When I make a promise, I stick to it.

See you next week and more than willing to work with you to put this ongoing problem to rest. All I really want is my storage unit repaired. I don't want to make another battle out of this and I don't think you do either.

Thanks

James Beard 206
510-289-5301

Sent from my iPhone

On Feb 19, 2019, at 11:15 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

After watching the video , I will return on Friday. I am out of town the next two days. In the mean time, you can dry the water that is there now.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Tuesday, February 19, 2019 7:54 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Water damaged storage unit

[Download Attachment](#)

[Available until Mar 21, 2019](#)

000068

9/2/2019

AT&T Yahoo Mail - Re: Garage

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Friday, February 15, 2019 2:02 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Garage

I paid my rent on the first of every month thank you very much. See you at the rent board.

JB

Sent from my iPhone

On Feb 15, 2019, at 11:16 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James,

For your convenience I have attached a copy of your lease. Please see page 4 - #16 of your lease. Specifically where the "tenant release the owner of from any liability or damage to Tenant's property while stored on the Premises." Also please see item 21: "Tenant shall NOT remodel, renovate, redecorate, paint, refinish, floors, or otherwise alter the Premises, common areas or any other parts of the Building or the Property in any way."

We have offered you storage in parking space 12, and that is all we are able to do to accommodate.

The has been no harassment. However, I do thank you for reminding me that you are past due on your rent. Please see the ledger attached and pay the balance due immediately.

Jeanne

<image001.png>

Jeanne Robertson

000069

9/2/2019

AT&T Yahoo Mail - Re: Garage

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Wednesday, February 13, 2019 1:14 PM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Garage

Hate to be the barrier of bad news but your going to have to hire a contractor to fix that. If I have to go out of pocket to hire the right contractor then all labor, maintenance and materials will be deducted from rent as that is legal under California's repair remedy landlord/tenant laws and it's also a Oakland city ordinance. Storage space 12 is 50% smaller than mine and I barely have enough room for the storage space I currently have. Unless you beat me, I'm going to start interviewing contractors to do a full repair and Ill let you pick the contractor with the best deal including warranty. Since I have to remove items in my storage to keep the dry and safe, I'm going to challenge rent increase at the rent board while we remedy this since that's the only way I can get y'all to act on a emergency. Water damage is dangerous slip hazard. Forcing me into a smaller space is a decrease in service because the other space is to small.

If y'all would have hired the guy I recommend last time instead of the dude y'all met at Home Depot, we wouldn't be in this situation. I'm fighting this one again. I won last time, I protested this.

I believe y'all are being unreasonable and that harassmt tactic is not going to make me leave but it will run you more legal expenses which could have been totally avoided. The only way I'm leaving is in a body bag and if you are so lucky to witness that, my son will take over my lease as he was living here from 2014-2016, which gives him tenants rights.

Get the contractors over here ASAP or I will

James

206

Sent from my iPhone

On Feb 11, 2019, at 11:47 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

000070

James, I went to look at the issue with your space. And this is what I found.

1. The building is set up for water to distribute there as needed this is a built in structural feature. Unlike the storage unit.
2. While 12 is smaller, it is in a dryer location and this is the only option I have available.
3. The water as far as I could tell was not entering your storage but running along the back side. Perhaps if you lined the interior with even something as simple as contact paper it would push back any seeping water.

As far as your refrigerator I have asked Joanne to order you another one. They will be in contact.

Also, we got a letter from PGE stating high energy use in the building. Please be aware if you are charging the lime scooters this is only to be done in your apartment.

We do appreciate that you have a much better attitude going forward.

Jeanne

<image001.png>

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

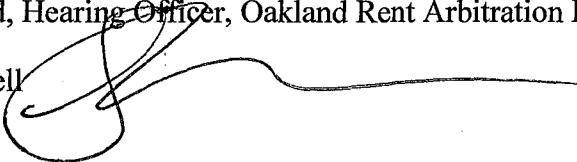
<Ledger2.13.19.pdf>

<lease.pdf>

km/ma



Memorandum

To: Maimoona Ahmed, Hearing Officer, Oakland Rent Arbitration Program
From: Gregory McConnell 
Date: 9/10/19
Subject: T19-0814; Additional Documentation

Owner has requested that this case be dismissed, however, Owner retains the right to defend this petition.

Owner is on vacation and cannot participate in the preparation for this case. We are submitting the attached documentation currently available on Owner's behalf. Owner reserves the right to submit further documentation up to seven (7) days prior to the hearing. If we still have not received the necessary documents, Owner will request a continuance.

Thank You.

Km/MA



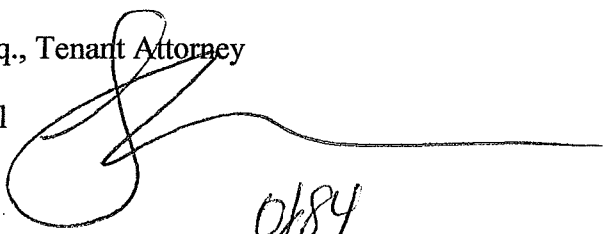
THE McCONNELL GROUP
Consultants and Advocates

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP 10 PM 4:45

Memorandum

To: Maimoona Ahmed, Hearing Officer, Oakland Rent Arbitration Program

Cc: Barbara Kong Brown, Senior Hearing Officer, Oakland Rent Arbitration Program
James Beard, Tenant
Nancy Conway, Esq., Tenant Attorney

From: Gregory McConnell 

Date: 9/10/19

Subject: Renewed Request for Dismissal: T19-0814; Beard v. Stewart *0/84*

Owner respectfully repeats his demands that this petition be dismissed. The claims in this petition were heard and decided upon in T16-0228, T16-0734, T17-0419 and T18-0134.

This tenant is a serial filer who is abusing the system.

Tenant is not current on rent. Tenant has not been paying rent as stipulated in previous decisions, and therefore does not have standing to be heard before the RAP. Based upon T16-0734 and subsequent CPI increases Tenant should be paying \$1,479.87 per month prior to the currently contested increase.

The rent increase in question is a CPI increase based on a RAP decided/approved base rent. The legitimacy of this rent can be decided administratively without the need for a lengthy hearing.

Tenant's claims of decreased housing services regarding the garage storage unit has been heard and decided repeatedly in the cases mentioned above.

For these reasons, Owner respectfully demands this petition be dismissed by Administrative Decision.

Thank You.



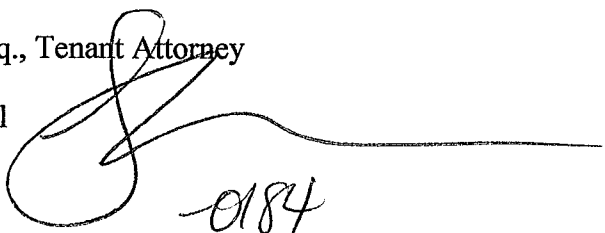
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RENT ARBITRATION PROGRAM
2019 SEP 10 PM 4:44

Km/ma

Memorandum

To: Maimoona Ahmed, Hearing Officer, Oakland Rent Arbitration Program

Cc: Barbara Kong Brown, Senior Hearing Officer, Oakland Rent Arbitration Program
James Beard, Tenant
Nancy Conway, Esq., Tenant Attorney

From: Gregory McConnell 

Date: 9/10/19 *0184*

Subject: Renewed Request for Dismissal: T19-0814; Beard v. Stewart

Owner respectfully repeats his demands that this petition be dismissed. The claims in this petition were heard and decided upon in T16-0228, T16-0734, T17-0419 and T18-0134.

This tenant is a serial filer who is abusing the system.

Tenant is not current on rent. Tenant has not been paying rent as stipulated in previous decisions, and therefore does not have standing to be heard before the RAP. Based upon T16-0734 and subsequent CPI increases Tenant should be paying \$1,479.87 per month prior to the currently contested increase.

The rent increase in question is a CPI increase based on a RAP decided/approved base rent. The legitimacy of this rent can be decided administratively without the need for a lengthy hearing.

Tenant's claims of decreased housing services regarding the garage storage unit has been heard and decided repeatedly in the cases mentioned above.

For these reasons, Owner respectfully demands this petition be dismissed by Administrative Decision.

Thank You.



Meridian Management Group

December 10, 2018

Mailed
12/14/18

James Beard
1470 Alice Street #206
Oakland, CA 94612

Dear Mr. Beard,

This letter is in response to your email dated December 7, 2018, which stated:

I'm requesting a written summary explaining why the rent increase received on November 2 exceeds Oaklands cpi. Your cooperation in this matter would be greatly appreciated.

Your rent increased \$50.32, which is 3.4% of your then current rent amount of \$1479.87. This is not in excess of the current allowable amount per the City of Oakland Rent Adjustment Program. Your current lawful rent is \$1530.19. There is a one time charge of \$34.00 dollar added December 1, 2018 which is the allowable passthru of the rent board fee.

Thank you,

Jeanne Robertson
Meridian Management Group
614 Grand Avenue, Suite 206
Oakland, CA 94610
P. (510) 444-9700
F. (510) 338-3651
Jrobertson@mmgprop.com

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CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP 10 PM 4:44

000075

Nov 2 2018
December 10, 2018

NOTICE OF CHANGE IN TERMS OF TENANCY

James Beard
1470 Alice Street , #206
Oakland, CA 94612

Re: Rent Increase - Oakland Municipal Code, Chapter 8.22

Dear James Beard

While no one likes a rental increase, the cost of operating a building has risen in excess of the increase allowed by the City Ordinance. We value you as a tenant and hope you will understand the necessity for this increase.

Therefore, you are hereby notified, in accordance with Civil Code Section 827, that thirty (30) days after service upon your of this notice, or December 1, 2018, whichever is later. Your current monthly payment calculations are to be found on page two.

**Please make your check payable to Alice B. Building, LP,
per the following schedule to be submitted to the Resident Manager:**

1)	December 1-31, 2018	\$1,564.19
2)	January 1, 2019 - November 30, 2019	\$1,530.19

All rents are due and payable in advance on the 1st day of each and every month. Additionally, a late charge as outlined in your lease will be charged for any delinquent payment of rent.

Furthermore, please find duplicate notices for the City of Oakland's Rent Adjustment Program. Please enclose the loose copy with your signature along with your next rent payment. The signed notice is recommended by the Oakland Rent Adjustment Program.

Owner reserves the right to bank any and all allowable rent increases under provisions of the RRAO and can be added to any future increases and transferred to any future Owners.

Owner may apply any payment by Tenant to any obligation of Tenant to Owner, notwithstanding any dates or other direction from Tenant that accompanies any such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void.

Please be advised that pursuant to Oakland Rent Adjustment Program Rules and Regulations, the Owner considers you to be the only authorized Original Occupant to occupy the above premises.

Information and advice regarding this notice are available from the Oakland Rent Adjustment Program located at 250 Frank H. Ogawa Plaza, 6th Floor, Oakland, CA, 94612.

Sincerely,

Jeanne Robertson
Property Supervisor

Enclosures - Two RAP Notices (One on the back of this notice and one loose copy for return signature)
and Decision Summary

cc: Resident Manager
Accounting Department
Tenant File

141 #206

See Reverse Side for Calculations

000076

.1470 Alice Street
December 10, 2018

#206

Rent Increase Calculations

Effective December 1, 2018

Your current base rent on your apartment is **\$1,479.87**
CPI Rent Increase shall be **50.32**

Therefore, effective December 1, 2018, the new base rent on your apartment will be **\$1,530.19**

Therefore, effective December 1, 2018, the new monthly base rent on your apartment will be **\$1,530.19**

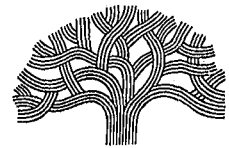
Additionally, your portion of the Rent Adjustment Program Service Fee is Due in December **34.00**

Payment for the month of December 1, 2018 **\$1,564.19**

Note: Refer to Page 1 for the schedule of subsequent payments due.

141 #206

000077



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

Housing and Community Development
Department Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBER: T19-0184 Beard v. Meridian

PROPERTY ADDRESS: 1470 Alice Street, Unit 206, Oakland, CA

PARTIES: James Beard, Tenant
Lucky Stewart, Owner
Greg McConnell, Attorney for Owner

INTRODUCTION

The tenant filed a petition on February 4, 2019, contesting a single rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2019, and alleging decreased housing services due to a water leak in the garage storage unit/parking space, and a loud refrigerator. The tenant also stated that he first received the RAP Notice in 2014, and he also received the RAP Notice with the contested rent increase.

The owner filed a timely response, alleging that the proposed rent increase does not exceed the allowable CPI amount and that the decreased housing service claims were already decided in prior hearing decisions.

REASON FOR ADMINISTRATIVE DECISION

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

CPI Rent Increase is Valid

Pursuant to the Rent Adjustment Ordinance, CPI and Banking Rent Adjustments are not subject to petition.¹ A tenant may not petition to contest a rent increase justified in an amount up to and including the CPI Rent Adjustment.²

¹ O.M.C. §8.22.070(B)

² O.M.C. §8.22.070(B)(2)

The Tenant Petition lists a single rent increase, served on November 2, 2018, proposing to increase the tenant's rent from \$1,479.87 to \$1,530.19, effective December 1, 2018. The allowable CPI for the year of July 1, 2018, to June 30, 2019, is 3.4%, which is \$50.32 of \$1,479.87, the tenant's rent prior to the proposed rent increase. The new rent with the CPI Adjustment totals \$1,530.19. The CPI was properly calculated and the proposed increase does not exceed the allowable CPI of 3.4%. Therefore, the CPI rent increase is valid.

Decreased Housing Service Claims

Leak in Garage Storage Unit/Parking Space: Official Notice is taken of the Hearing Decision in Case Number T16-0734, Beard v. Stewart, a prior case which involved the same parties and the same subject property. In that case, the tenant complained about a leak in the garage storage unit/parking space and was granted restitution. As this claim was already raised and addressed in the prior case, it is dismissed.

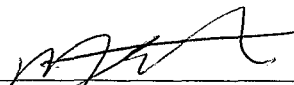
Loud Refrigerator: The tenant stated in his petition, under penalty of perjury, that "his refrigerator makes a loud noise". The tenant did not claim any other issues with the functionality of his refrigerator. A loud refrigerator does not constitute a decrease in housing services. This is a frivolous claim and is denied.

ORDER

1. Tenant Petition T19-0184 is dismissed.
2. Effective December 1, 2018, the tenant's new base rent is \$1,530.19 monthly.
3. The decreased housing service claims are denied.
4. The hearing scheduled for September 23, 2019, is cancelled.

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

Dated: September 17, 2019



Maimoona S. Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T19-0184

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

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

Documents Included

Administrative Decision

Owner

Russel Flynn,
Meridian Management Group
1145 Bush Street
San Francisco, CA 94109

Owner Representative

Greg McConnell,
The McConnell
300 Frank Ogawa Plaza, #460
Oakland, CA 94612

Tenant

James Beard
1470 Alice Street Unit 206
Oakland, CA 94612

Tenant Representative

Nancy Conway
345 Franklin Street
San Francisco, CA 94102

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 **September 19, 2019** in Oakland, CA.

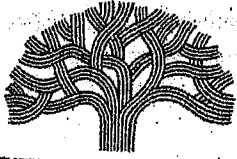


Brittni Lothlen
Oakland Rent Adjustment Program

000080

KM/NA

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	2019 OCT 8 For date stamp: 31
	APPEAL	

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
OCT 8 PM 3:31

Appellant's Name James Beard		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 1470 Alice St, #206 Oakland, CA 94612		
Appellant's Mailing Address (For receipt of notices)		Case Number T19-0184
		Date of Decision appealed 9-17 9-17-2019
Name of Representative (if any) Nancy Conway	Representative's Mailing Address (For notices) 345 Franklin St San Francisco, CA 94102	

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.)*

For more information phone (510) 238-3721.

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.

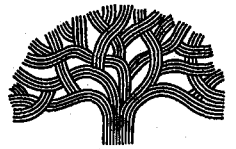
- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction 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 must be pre-designated to Rent Adjustment Staff.

James Beard tenant T19-0184

I was denied a sufficient opportunity to present my claim due to the rent board not allowing me to respond to Mr. Greg McConnell's false claims and evidence tampering. Mr. McConnell showed up prior to the hearing T19-0184 and got this case administratively dismissed despite overwhelming evidence including photographs, 6 months of email exchange between the owner and I, and video evidence showing dangerous water intrusion that still has not been addressed or fixed yet. This is a hazardous substandard condition to live in.

Please consider making another hearing date to listen to and record all evidence and testimony. Also the landlord has been maliciously prosecuting me with eviction notices that are retaliatory since I filed this petition and they are afraid of the truth coming out on live tape. Also previous cases have been erased on tape T16-0228 in order to hide evidence + testimony exposing the owners to criminal activity and I'd like to request that the city attorney and Rebecca Kaplan get involved and investigate this corruption and unlawful harassment.

This decision violates local and state laws. Decreasing housing service is a form of harassment for bidden by the Oakland Tenant Protection Ordinance & Rent Adjustment Board aka Oakland RAP. Evidence clearly shows that the landlord is refusing to fix the hazardous water intrusion and damage done and is trying to force me to move out. As long as this rent board continues to decrease my housing service along with other tenant housing services, the more unlawful eviction cases will rise along with the homeless rate in Oakland.



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

Housing and Community Development Department
Rent Adjustment Program

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

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T19-0184, Beard v. Meridian Management
APPEAL HEARING: January 23, 2020
PROPERTY ADDRESS: 1470 Alice Street, No. 206, Oakland, CA
APPEARANCES: Nancy Conway Tenant Representative
Greg McConnell Owner Representative

Procedural Background

The tenant filed a petition contesting a monthly rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2018, and claiming several decreased housing services, including the following:

- Leak in garage storage space/parking space.
- Loud refrigerator.

The owner representative filed a Response, stating the following:

The tenant filed three cases. He dismissed T16-0228, and the issues were decided in two prior cases. T16-0734 was denied and affirmed by Administrative Appeal Decision. T17-0419 was denied and affirmed on appeal. These decisions are final and unreviewable per the doctrine of res judicata.

The hearing officer issued an Administrative Decision dismissing the tenant's claims, stating that the rent increase was justified based on Banking, and denying the decreased housing service claims on the grounds that (1) the claim regarding the garage storage unit/parking space was raised and decided in Case No. T16-0374, entitled Beard v. Stewart, and (2) the "loud" refrigerator did not affect its functionality and was a frivolous claim. The tenant appealed this claim to the Board, which heard the appeal on December 6, 2018, affirming the hearing decision based on substantial evidence.¹

¹ The appeal was initially heard on April 18, 2018, on a procedural issue regarding timeliness of filing of the appeal. The Board determined there was good cause and allowed the appeal to go forward.

Grounds for Appeal

The tenant appealed the Hearing Decision on the following grounds.

- The decision is inconsistent with decisions issued by other hearing officers.
- The decision violates federal, state, or local law.
- The decision is not supported by substantial evidence.
- The tenant was denied a sufficient opportunity to present his claim.

Specifically, the tenant contended the Rent Board did not allow him to respond to Mr. McConnell's 'false claims and evidence tampering'; that Mr. McConnell showed up before the hearing and got his case administratively dismissed despite overwhelming evidence, including photographs, 6 months of email exchange between him and the owner showing dangerous water intrusion that still has not been addressed or fixed, which constitutes a hazardous condition.

The tenant further contends a retaliatory eviction and tenant harassment based on the Tenant Protection Ordinance, since he filed the petition. He also claims evidence was erased in a prior case, in T16-0228, to hide evidence and testimony exposing criminal activity.

The tenant representative contended that the loud refrigerator noise and an ongoing leak which was replaced after the petition was filed, constitutes a decreased Service.

The owner did not file a response to the tenant appeal.

Appeal Decision

After presentation of party arguments, questions to the parties, and Board discussion, J. Warner moved to remand the case to the hearing officer to hold a full hearing on the issues raised in the tenant petition. R. Auguste seconded. K. Friedman proposed a friendly amendment to determine if the leak was a new leak or an ongoing leak, which was accepted by J. Warner and seconded by R. Auguste.

R. Auguste proposed a friendly amendment to consider the claim of the refrigerator disturbing the quiet enjoyment of the unit as an issue of fact, which was accepted by J. Warner.

K. Friedman presented a substitute motion to remand to the hearing officer to determine if the issue is a new leak or if this was an old leak considered in the prior case. T. Williams seconded.

The Board voted on the sub motion as follows:

Aye: A. Graham, J. Ma Powers, T. Williams, K. Friedman, J. Warner

Nay: T. Hall, R. Auguste
Abstain: 0

The motion carried.


J. Warner moved to request that the hearing officer consider the factual basis on the refrigerator issue as a decreased housing service. A Graham seconded.

The Board voted as follows:

Aye: R. Auguste, J. Ma Powers, A. Graham, J. Warner

Nay: T. Hall, T. Williams, K. Friedman

The motion carried.



CHANEE FRANKLIN MINOR
BOARD DESIGNEE
CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD

8/13/2020

DATE

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Account # 00190859
ALICE B BUILDING LP

141

Business License Online Renewal 

PRINT THIS PAGE FOR YOUR RECORD

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

Submission Date 2/17/2021
Confirmation # 234304

Account Information

Account # 00190859
Expire Date 12/31/2021
Name ALICE B BUILDING LP
Address 1470 ALICE ST
City OAKLAND
Phone (415) 989-1717 x121

Summary

	Input	Amount
Tax Calculation		
Enter 2020 Gross Receipts *(Enter estimated 2021 Gross Receipts if business started in Oakland in 2020)*	467,471.3	\$6,521.22
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$3.00
Rent Adjustment Program (RAP) Calculation - only use whole numbers below		
a. Total # of units per Alameda County Records:	22	\$2,222.00
Total Due		\$8,750.22

Payment Information

Payment Amount \$8,750.22

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For Assistance
Email: btwebsupport@oaklandca.gov
Phone: (510) 238-3704

City of Oakland
250 Frank H Ogawa Plaza, Suite 1320
Oakland, CA 94612

Hours:
8:00 AM-4:00 PM
Monday, Tuesday, Thursday, Friday

Resident Ledger

Date: 09/15/2021

Code	t0015993	Property	0141	Lease From	12/01/2019
Name	James Beard	Unit	206	Lease To	11/30/2020
Address	1470 Alice Street 206	Status	Current	Move In	03/15/2014
		Rent	1583.75	Move Out	
City	Oakland, CA 94112	Phone (H)		Phone (W)	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
03/15/2014	secdep	:Posted by QuickTrans (secdep)	1,325.00		1,325.00	788787
03/15/2014	keydep	:Posted by QuickTrans (keydep)	50.00		1,375.00	788800
03/15/2014		chk# :QuickTrans :Posted by QuickTrans		1,325.00	50.00	435275
03/15/2014		chk# :QuickTrans :Posted by QuickTrans		50.00	0.00	435289
05/01/2016	rent	Rent (05/2016)	1,261.50		1,261.50	788763
05/12/2016		chk# 1098308504		1,261.50	0.00	439579
06/01/2016	rent	Rent (06/2016)	1,331.50		1,331.50	800175
06/14/2016		chk# 1098308691		1,261.50	70.00	446359
07/01/2016	rent	Rent (07/2016)	1,331.50		1,401.50	817155
07/05/2016		chk# 83201445		1,261.50	140.00	450623
08/01/2016	rent	Rent (08/2016)	1,331.50		1,471.50	832579
08/17/2016		chk# 82154280		1,261.50	210.00	459240
09/01/2016	rent	Rent (09/2016)	1,331.50		1,541.50	848819
09/07/2016		chk# 1379254		1,261.50	280.00	462687
10/01/2016	rent	Rent (10/2016)	1,331.50		1,611.50	863092
10/10/2016		chk# 11497296		1,330.50	281.00	469959
11/01/2016	rent	Rent (11/2016)	1,400.00		1,681.00	878313
11/09/2016		chk# 20388604		1,331.50	349.50	476171
12/01/2016	parking	Parking (12/2016)	77.73		427.23	894296
12/01/2016	rent	Rent (12/2016)	1,373.13		1,800.36	894297
12/07/2016		chk# MO		1,468.50	331.86	481011
01/01/2017	parking	Parking (01/2017)	77.73		409.59	911166
01/01/2017	rent	Rent (01/2017)	1,373.13		1,782.72	911167
01/10/2017		chk# 1		1,681.00	101.72	487837
02/01/2017	parking	Parking (02/2017)	77.73		179.45	926546
02/01/2017	rent	Rent (02/2017)	1,373.13		1,552.58	926547
02/10/2017		chk# 58379392		1,400.00	152.58	496668
03/01/2017	parking	Parking (03/2017)	77.73		230.31	942649
03/01/2017	rent	Rent (03/2017)	1,373.13		1,603.44	942650
03/08/2017		chk# 65464653		1,400.00	203.44	501824
04/01/2017	parking	Parking (04/2017)	77.73		281.17	960913
04/01/2017	rent	Rent (04/2017)	1,373.13		1,654.30	960914
04/12/2017		chk# 1098311832		1,400.00	254.30	509474
05/01/2017	parking	Parking (05/2017)	77.73		332.03	973901
05/01/2017	rent	Rent (05/2017)	1,373.13		1,705.16	973902
05/26/2017		chk# 1098312341		1,400.00	305.16	517182
06/01/2017	parking	Parking (06/2017)	77.73		382.89	990979
06/01/2017	rent	Rent (06/2017)	1,373.13		1,756.02	990980
06/09/2017		chk# 93358093		1,400.00	356.02	520210
07/01/2017	parking	Parking (07/2017)	77.73		433.75	1007209
07/01/2017	rent	Rent (07/2017)	1,373.13		1,806.88	1007210
07/07/2017		chk# 2379274		1,400.00	406.88	528536
08/01/2017	parking	Parking (08/2017)	77.73		484.61	1022298
08/01/2017	rent	Rent (08/2017)	1,373.13		1,857.74	1022299
08/08/2017		chk# 11707387		1,400.00	457.74	532575
09/01/2017	parking	Parking (09/2017)	77.73		535.47	1037648
09/01/2017	rent	Rent (09/2017)	1,373.13		1,908.60	1037665
09/01/2017	rent	To adjust rent from 12/2016-8/2017	(0.09)		1,908.51	1043844
09/01/2017	tl	Tenant Loss - Storage Area & Screen Door	(378.00)		1,530.51	1043845

09/01/2017	rent	To adjust rent per rent board decision	26.54		1,557.05	<u>1043846</u>
10/01/2017	parking	Parking (10/2017)	77.73		1,634.78	<u>1053960</u>
10/01/2017	rent	Rent (10/2017)	1,399.67		3,034.45	<u>1053976</u>
10/01/2017		chk# 24899194		1,477.40	1,557.05	<u>546961</u>
10/11/2017		chk# 28834513		1,477.40	79.65	<u>551708</u>
11/01/2017	parking	Parking (11/2017)	77.73		157.38	<u>1070237</u>
11/01/2017	rent	Rent (11/2017)	1,399.67		1,557.05	<u>1070252</u>
11/08/2017		chk# 42754185		1,477.40	79.65	<u>558711</u>
12/01/2017	parking	Parking (12/2017)	79.28		158.93	<u>1086147</u>
12/01/2017	rbf	Rent Board Fees (12/2017)	34.00		192.93	<u>1086171</u>
12/01/2017	rent	Rent (12/2017)	1,400.59		1,593.52	<u>1086172</u>
12/07/2017		chk# 51668681		1,450.85	142.67	<u>567273</u>
01/01/2018	parking	Parking (01/2018)	79.28		221.95	<u>1101619</u>
01/01/2018	rent	Rent (01/2018)	1,400.59		1,622.54	<u>1101635</u>
01/12/2018		chk# 60698086		1,450.85	171.69	<u>578889</u>
02/01/2018	parking	Parking (02/2018)	79.28		250.97	<u>1117146</u>
02/01/2018	rent	Rent (02/2018)	1,400.59		1,651.56	<u>1117160</u>
02/16/2018		chk# 69383879		1,450.85	200.71	<u>588009</u>
03/01/2018	parking	Parking (03/2018)	79.28		279.99	<u>1133074</u>
03/01/2018	rent	Rent (03/2018)	1,400.59		1,680.58	<u>1133090</u>
03/05/2018		chk# 77527882		1,450.85	229.73	<u>595003</u>
04/01/2018	parking	Parking (04/2018)	79.28		309.01	<u>1149513</u>
04/01/2018	rent	Rent (04/2018)	1,400.59		1,709.60	<u>1149529</u>
04/05/2018		chk# 87331392		1,400.00	309.60	<u>599907</u>
05/01/2018	parking	Parking (05/2018)	79.28		388.88	<u>1164633</u>
05/01/2018	rent	Rent (05/2018)	1,400.59		1,789.47	<u>1164649</u>
05/15/2018		chk# 96711914		1,400.00	389.47	<u>622497</u>
06/01/2018	parking	Parking (06/2018)	79.28		468.75	<u>1180261</u>
06/01/2018	rent	Rent (06/2018)	1,400.59		1,869.34	<u>1180277</u>
06/06/2018		chk# 3945469		1,400.00	469.34	<u>626132</u>
07/01/2018	parking	Parking (07/2018)	79.28		548.62	<u>1196607</u>
07/01/2018	rent	Rent (07/2018)	1,400.59		1,949.21	<u>1196623</u>
07/01/2018		chk# 11980877		1,400.00	549.21	<u>633997</u>
08/01/2018	parking	Parking (08/2018)	79.28		628.49	<u>1212603</u>
08/01/2018	rent	Rent (08/2018)	1,400.59		2,029.08	<u>1212621</u>
08/08/2018		chk# 216450000		1,400.00	629.08	<u>655963</u>
09/01/2018	parking	Parking (09/2018)	79.28		708.36	<u>1228596</u>
09/01/2018	rent	Rent (09/2018)	1,400.59		2,108.95	<u>1228614</u>
09/10/2018		chk# 35859490		1,400.00	708.95	<u>664283</u>
10/01/2018	parking	Parking (10/2018)	79.28		788.23	<u>1245259</u>
10/01/2018	rent	Rent (10/2018)	1,400.59		2,188.82	<u>1245277</u>
10/11/2018		chk# 44813806		1,400.00	788.82	<u>674507</u>
11/01/2018	parking	Parking (11/2018)	79.28		868.10	<u>1261700</u>
11/01/2018	rent	Rent (11/2018)	1,400.59		2,268.69	<u>1261718</u>
11/12/2018		chk# 53231570		1,400.00	868.69	<u>685007</u>
11/27/2018	rent	To adjust rent per Rent Board	(79.65)		789.04	<u>1273496</u>
12/01/2018	rbf	Rent Board Fees (12/2018)	34.00		823.04	<u>1281519</u>
12/01/2018	rent	Rent (12/2018)	1,530.19		2,353.23	<u>1281520</u>
12/12/2018		chk# 61004481		1,400.00	953.23	<u>692671</u>
01/01/2019	rent	Rent (01/2019)	1,530.19		2,483.42	<u>1298768</u>
01/11/2019		chk# 68286168		1,530.19	953.23	<u>702487</u>
02/01/2019	rent	Rent (02/2019)	1,530.19		2,483.42	<u>1315840</u>
02/11/2019		chk# 7100555		1,530.19	953.23	<u>709954</u>
03/01/2019	rent	Rent (03/2019)	1,530.19		2,483.42	<u>1332798</u>
03/11/2019		chk# 84647070		1,480.00	1,003.42	<u>719792</u>
04/01/2019	rent	Rent (04/2019)	1,530.19		2,533.61	<u>1349632</u>
04/04/2019		chk# 92689711		1,532.00	1,001.61	<u>724514</u>
05/01/2019	rent	Rent (05/2019)	1,530.19		2,531.80	<u>1366701</u>
05/14/2019		chk# 775514		1,530.19	1,001.61	<u>738124</u>
06/01/2019	rent	Rent (06/2019)	1,530.19		2,531.80	<u>1384339</u>
07/01/2019	rent	Rent (07/2019)	1,530.19		4,061.99	<u>1400639</u>
08/01/2019	rent	Rent (08/2019)	1,530.19		5,592.18	<u>1416614</u>

09/01/2019	rent	Rent (09/2019)	1,530.19		7,122.37	<u>1433523</u>
09/26/2019		chk# 611236		1,530.19	5,592.18	<u>772846</u>
10/01/2019	rent	Rent (10/2019)	1,530.19		7,122.37	<u>1449156</u>
11/01/2019	rent	Rent (11/2019)	1,530.19		8,652.56	<u>1465101</u>
11/08/2019		chk# 75979651		1,530.19	7,122.37	<u>787678</u>
12/01/2019	rbf	Rent Board Fees (12/2019)	34.00		7,156.37	<u>1480189</u>
12/01/2019	rent	Rent (12/2019)	1,583.75		8,740.12	<u>1480190</u>
12/10/2019		chk# 83651211		1,583.75	7,156.37	<u>795848</u>
01/01/2020	rent	Rent (01/2020)	1,583.75		8,740.12	<u>1496045</u>
01/08/2020		chk# 91248925		1,583.75	7,156.37	<u>803500</u>
02/01/2020	rent	Rent (02/2020)	1,583.75		8,740.12	<u>1512256</u>
02/05/2020		chk# 98430907		1,583.75	7,156.37	<u>809725</u>
02/20/2020		chk# 1026950		1,530.19	5,626.18	<u>815456</u>
03/01/2020	rent	Rent (03/2020)	1,583.75		7,209.93	<u>1528562</u>
03/05/2020		chk# 5207420		1,583.75	5,626.18	<u>819946</u>
04/01/2020	rent	Rent (04/2020)	1,583.75		7,209.93	<u>1544924</u>
04/13/2020		chk# 14191339		1,583.75	5,626.18	<u>831829</u>
05/01/2020	rent	Rent (05/2020)	1,583.75		7,209.93	<u>1560730</u>
05/29/2020		chk# 20839582		1,583.75	5,626.18	<u>841714</u>
06/01/2020	rent	Rent (06/2020)	1,583.75		7,209.93	<u>1576209</u>
06/17/2020		chk# 39440807		1,583.75	5,626.18	<u>848855</u>
07/01/2020	rent	Rent (07/2020)	1,583.75		7,209.93	<u>1591419</u>
08/01/2020	rent	Rent (08/2020)	1,583.75		8,793.68	<u>1606654</u>
09/01/2020	rent	Rent (09/2020)	1,583.75		10,377.43	<u>1621210</u>
10/01/2020	rent	Rent (10/2020)	1,583.75		11,961.18	<u>1634979</u>
11/01/2020	rent	Rent (11/2020)	1,583.75		13,544.93	<u>1648165</u>
12/01/2020	rent	Rent (12/2020)	1,583.75		15,128.68	<u>1661011</u>
01/01/2021	rent	Rent (01/2021)	1,583.75		16,712.43	<u>1673634</u>
02/01/2021	rent	Rent (02/2021)	1,583.75		18,296.18	<u>1686006</u>
03/01/2021	rent	Rent (03/2021)	1,583.75		19,879.93	<u>1704470</u>
04/01/2021	rent	Rent (04/2021)	1,583.75		21,463.68	<u>1715962</u>
05/01/2021	rent	Rent (05/2021)	1,583.75		23,047.43	<u>1726967</u>
06/01/2021	rent	Rent (06/2021)	1,583.75		24,631.18	<u>1737816</u>
07/01/2021	rent	Rent (07/2021)	1,583.75		26,214.93	<u>1749231</u>
08/01/2021	rent	Rent (08/2021)	1,583.75		27,798.68	<u>1759770</u>
08/23/2021		chk# 0055901827 COVID Relief Payment Program		23,756.25	4,042.43	<u>952066</u>
09/01/2021	rent	Rent (09/2021)	1,583.75		5,626.18	<u>1770670</u>

From: [Sheila Ehsan](#)
To: [Gregory McConnell](#); [JR McConnell](#)
Subject: FW: Refrigerator case #T19-0184 James Beard
Date: Tuesday, October 19, 2021 11:08:35 AM

The Refrigerator issue was taken care of last year. Thank you

-----Original Message-----

From: James Beard <jamesbeard30307@gmail.com>
Sent: Tuesday, September 14, 2021 4:13 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: Refrigerator

The new refrigerator works fine. Thanks for checking

Sent from my iPhone

> On Sep 14, 2021, at 4:10 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

>

> James,

> I know your refrigerator was replaced about a year ago. Do you have any issues with the new one?

>

> Thank you

>

> Sheila Ehsan

>

>

000092

From: [Sheila Ehsan](#)
To: [Gregory McConnell](#); [JR McConnell](#)
Subject: FW: 1470 Alice St. Parking Stall 14 Drainage issue
Date: Tuesday, September 28, 2021 12:54:16 PM

JR,

The scope of work for the parking space for James Beard was completed last week. Thank you

From: Adam Moore <adammoore@raindefense.com>
Sent: Tuesday, September 28, 2021 11:59 AM
To: Sheila Ehsan <sehsan@mmgprop.com>
Cc: Alice B. Building <141ALI@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Shelia,

Yes we completed last week, I know the work order is working its way through our billing. Here are some pictures.

Thanks,

Adam Moore

Cell - 510.517.8860

If your building has leaks,

The best offense is Rain Defense!

Rain Defense, Inc.

50 Stardust Place

Alameda, CA 94501

www.raindefense.com

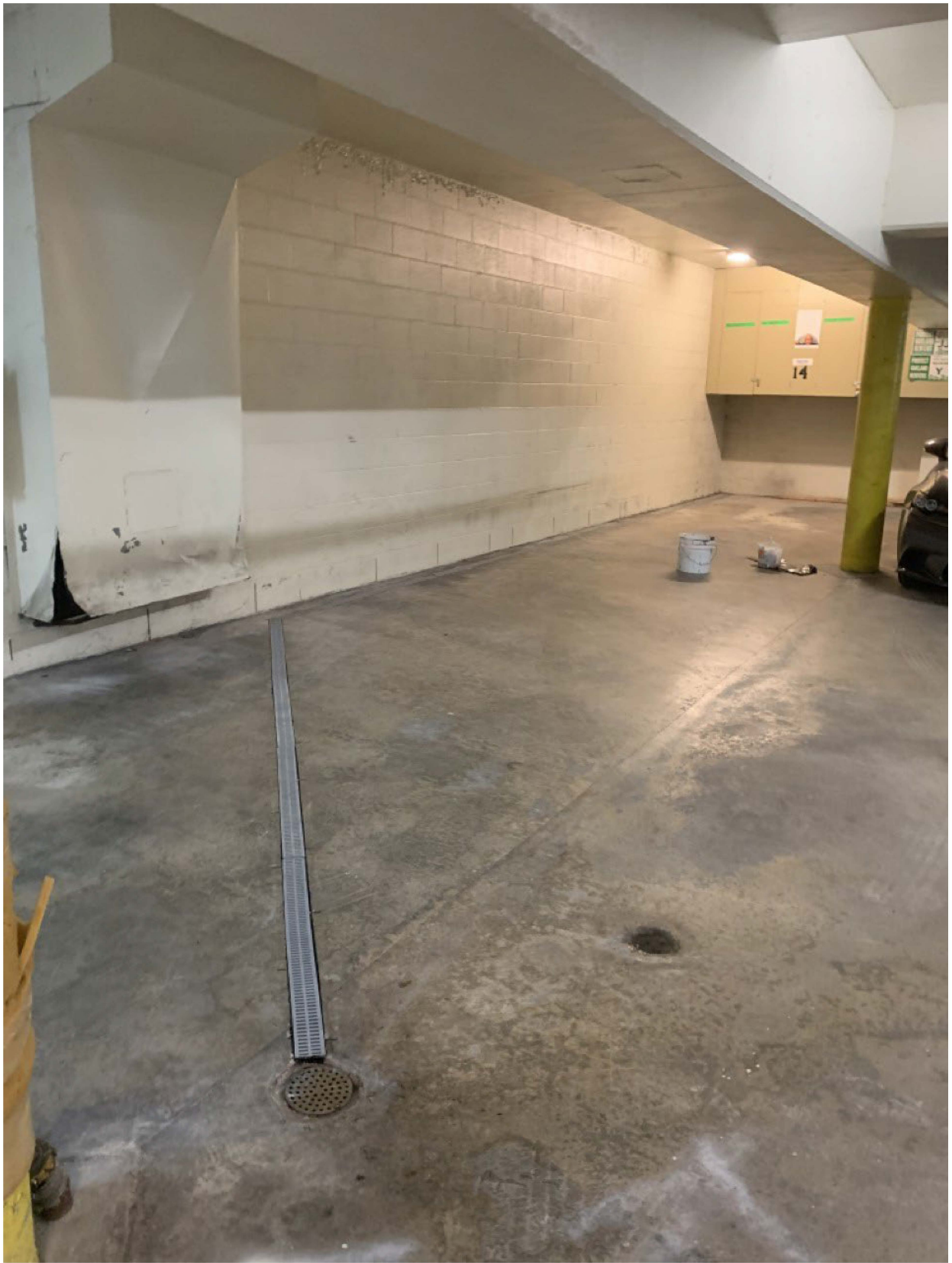
phone - 510.769.0102

fax - 510.769.0107

000093



000094





On Sep 27, 2021, at 1:57 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

000096

Hi Adam,

Was the work completed? Could I please have a report and photos? Thank you

From: Adam Moore <adammoore@raindefense.com>
Sent: Thursday, September 9, 2021 2:54 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Cc: Alice B. Building <141ALI@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Sheila,

We are set to start this work back up on the 20th and will get it completed that week.

Thanks,
Adam Moore
Rain Defense
510-517-8860

On Sep 9, 2021, at 2:09 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

Hi Adam,

Have you started the project?

From: Sheila Ehsan
Sent: Thursday, August 19, 2021 11:29 AM
To: 'Adam Moore' <adammoore@raindefense.com>
Subject: RE: 1470 Alice St. Parking Stall 14 Drainage issue

This coming Monday and Tuesday? I will reach out to the tenant .
We are not going to postpone our work for the tenant.

Please provide date and time when the project will be starting? Thank you

From: Adam Moore <adammoore@raindefense.com>
Sent: Wednesday, August 18, 2021 6:54 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Sheila,

Last we spoke we were scheduled to have started this work on the Monday the 9th. The tenant did not have his area cleared out yet so we postponed the work to start until this last Monday the 16th. We started the work on the drain this Monday. On Tuesday my crew leader running the job was out due to medical issues, which we just found out he can't return from until September 1st. I know my scheduler was coordinating with the onsite contact to reschedule the work until then and we made sure there is no hazards from any of the work we performed so far. Sorry for the delays on this but we will get it finished asap.

Adam Moore
Cell - 510.517.8860

If your building has leaks,
The best offense is Rain Defense!

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50 Stardust Place
Alameda, CA 94501
www.raindefense.com
phone - 510.769.0102
fax - 510.769.0107

On Aug 18, 2021, at 2:28 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

Hi Adam,

000097

Have you started the project and how far are you in the progress?

From: Adam Moore <adammoore@raindefense.com>
Sent: Monday, August 2, 2021 12:19 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Shelia,

We are schedule to start this next Monday.

Adam Moore
Cell - 510.517.8860

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50 Stardust Place
Alameda, CA 94501
www.raindefense.com
phone - 510.769.0102
fax - 510.769.0107

On Jul 30, 2021, at 10:45 AM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

Good Morning Adam,

Any update on 1470 Alice?

From: Adam Moore <adammoore@raindefense.com>
Sent: Monday, July 12, 2021 7:27 AM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Shelia,

We are waiting for the last approval and inspection from the city. This should happen by the end of this week, once done we will give a forecasted schedule and shut down notice for the work since we will need to have the car in parking stall 14 moved for the duration of the work.

Thanks,
Adam Moore
510-517-8860

On Jul 9, 2021, at 10:14 AM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

510-384-0385 Joanna and Steve

Just following up on the project?

From: Adam Moore <adammoore@raindefense.com>
Sent: Monday, June 28, 2021 2:19 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Sheila,

Can you please send me over a good number for Joanna Ediin for 1470 Alice St Property?

000098

Thanks,
Adam Moore

On Jun 16, 2021, at 1:28 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

We already approved the project about a week ago.

From: Adam Moore <adammoore@raindefense.com>
Sent: Wednesday, June 16, 2021 1:27 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Sheila,

We ordered the products once you approved this but they will take a couple weeks to get in. As soon as we know we will give you a firm date we will start the work. In the mean time we have contacted the power/gas company and are waiting to hear back from them when we can schedule for them to come and mark any underground lines before we start.

Thanks,
Adam Moore
Cell - 510.517.8860

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Alameda, CA 94501
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phone - 510.769.0102
fax - 510.769.0107

On Jun 16, 2021, at 12:22 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

Hi Adam

I am following up on the project as to when are you going to start?>

-----Original Message-----
From: Adam Moore <adammoore@raindefense.com>
Sent: Wednesday, May 26, 2021 4:19 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: 1470 Alice St. Parking Stall 14 Drainage issue

Shelia,

Please find the enclosed proposal for the drainage issue for parking stall 14. This will install a floor channel drain to catch the water coming out the wall drainage system and move it to the floor drain. Let me know if you have any questions.

Adam Moore
Cell - 510.517.8860

If your building has leaks,
The best offense is Rain Defense!

Rain Defense, Inc.
50 Stardust Place
Alameda, CA 94501
<https://url.emailprotection.link/?b6FqXKSvH4ACD1Vfl39gaoHByztRJLeisjrPygJ3GhDCOfz1B6nubDETCDwqsUfZid1wuzVSgVXpgDqsZQA7gQ-->
phone - 510.769.0102
fax - 510.769.0107



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: Owner Supplemental Documentation
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 13 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.

Electronic Service

PERSON(S) SERVED:

Name	James Beard
Address	jamesbeard30307@gmail.com
City, State, Zip	

Name	Nancy Conway
Address	nancy@nancyconwaylaw.com
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 11/09/2021 (insert date served).

JR McConnell

PRINT YOUR NAME



SIGNATURE

11/09/2021

DATE

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

REMAND HEARING DECISION

CASE NUMBER: T19-0184, Beard v. Meridian Management Group

PROPERTY ADDRESS: 1470 Alice St., Unit 206, Oakland, CA

DATE OF APPEAL HEARING: January 23, 2020

DATE OF APPEAL DECISION: August 13, 2020

DATE OF REMAND HEARING: June 21, 2022

DATE OF REMAND DECISION: September 30, 2022

APPEARANCES: James Beard, Tenant
Nancy Conway, Tenant's Attorney
Sheila Ehsan, Property Supervisor for Meridian Management,
Owner's Agent
Joanne Ediin, Property Manager for Meridian Management,
Owner's Agent
Greg McConnell, Owner's Representative
JR McConnell, Owner's Representative

SUMMARY OF DECISION

The tenant petition is denied.

PROCEDURAL BACKGROUND

On February 4, 2019, the tenant filed a petition, contesting a single rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2018, and alleging code violations and decreased housing services relating to a noisy refrigerator and a garage water leak.

The owner filed a response, alleging that the proposed rent increase does not exceed the allowable CPI amount and that the decreased housing services claims were already addressed and decided in prior hearing decisions.

000104

An Administrative Decision, issued on September 19, 2019, dismissed the tenant petition and held that the rent increase was valid because it did not exceed the CPI amount. The decision also denied claims for decreased housing services, holding that the claim for a noisy refrigerator is frivolous and does not constitute a decrease in housing services, and that the issue of a garage water leak was already addressed and decided in the prior case of T16-0734 (*Beard v. Stewart*).

The tenant appealed the denial of claims for decreased housing services. The Housing, Residential Rent and Relocation Board (the Board) remanded the case on two issues: (1) to determine if the issue is a new leak or an old leak considered in the prior case; and (2) to “consider the factual basis on the refrigerator issue as a decreased housing service.”¹

ISSUES ON REMAND

1. Is the water leak that is subject of the tenant petition a new leak or a continuation of the same leak that was already considered in the prior case?
2. What is the factual basis of the refrigerator issue as a decreased housing service?

EVIDENCE

Background

The tenant stated on his petition that he moved into the subject unit on March 15, 2014, at an initial rent of \$1,400.00 per month, and that he received the first notice of the existence of the Rent Adjustment Program (RAP Notice) on March 15, 2014. The tenant’s petition contested a single rent increase that proposed to increase the tenant’s monthly rent from \$1,497.87 to \$1,530.19, effective December 1, 2018. The Administrative Decision held that the rent increase did not exceed the CPI amount and was a valid rent increase. This issue was not appealed.

The tenant filed the following prior petitions: T15-0395, T16-0228, T16-0734 and T17-0419. They were listed on the tenant petition and/or owner response.

Garage Water Leak

Tenant’s Testimony

With his petition, the tenant submitted a handwritten note, called “Decrease in Services,” which stated the following: “My storage unit and parking space leaks water. This is ongoing and was never fixed from T16-0374.”²

¹ Appeal Decision, T19-0184, *Beard v. Meridian Management*, pp. 2-3.

² Tenant’s handwritten note, page 1.

The tenant testified that the water leaked again in late October or early November of 2018. He testified that he was "swimming in water" when he stepped out of his truck on the wet garage floor and that water in the garage is dangerous and a slip hazard. He also testified that the problem would be fixed if the drain on the east wall was extended.

The tenant submitted copies of seven (7) photographs showing his parking space and the corner where the water comes in and runs towards the drain as the garage floor slopes. The photographs show narrow strings of water going in the direction towards the drain. The amount of water looks less than a quarter inch wide.

The tenant submitted six (6) videos, each about 2 minutes long, showing the same area as the photographs, with commentary stating that one was taken during a severe rainstorm on December 13, 2018, one on Christmas Eve of 2018, and one in May (no year stated) and no date was stated in the remaining videos. The videos show the walls and the corner where the water seeps through and the wet ground at certain spots and strings of water going towards the drain.

The tenant did not testify regarding the dates of the photographs or videos and, as the hearing progressed, he became irritated when he was asked questions about his petition, dates, and the documents submitted. When asked questions about his petition, he would respond with: "document speaks for itself" or "why don't you tell me."

Property Manager's Testimony

Property Manager Joanne Ediin testified that she has managed properties since 1985 and has been the property manager at the subject property since 2001, with a break between 2013 and 2016, when she worked for a different company, but then returned to work for Meridian Management in 2016. She also testified about the water in the garage in a hearing held in the prior case T16-0374, Beard v. Stewart.

The property manager explained that the property has a steep driveway into an underground garage with 20 parking spaces. Rain Defense, a professional contractor, installed the trench drains and the pump. The owner submitted copies of three (3) photographs showing the garage area and the drains. The water seeps through the walls and down the walls into the trench drains along the walls and runs where it slopes towards another drain in the middle of the garage during heavy rains. Any excessive water subsides into the drains. The manager testified that when we experience urban flooding or torrential rains, there will be water in the garage, no more than quarter of an inch, and it will run down the slope towards the drain and subside into the drain. She estimated that the urban flooding in Oakland varies from year to year but could be about 10 to 15 days per year, depending on whether we are in a normal rainy season or in a drought.

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Loud Refrigerator

Tenant's Testimony

The tenant testified that the refrigerator was in his unit when he first moved into the unit in 2014. He testified that the loud motor started in November of 2018; that is when he reported it to the owner and included a video of the sound recording. The tenant described the refrigerator noise as a loud motor and testified that the loud noise disrupted the tenant's sleep every night. The tenant confirmed that the owner replaced the refrigerator in 2019.

The tenant submitted a sound video recording of the refrigerator, showing opening and closing of the freezer door. The tenant did not testify about the video, the date, or its volume level when it was recorded and transcribed.

Property Manager's Testimony

Property Manager Ediin testified that, in the course of her employment as a property manager, she kept a daily log. She testified that she received the complaint from the tenant about the loud refrigerator on August 30, 2018, and inspected the refrigerator with her husband on September 6, 2018. At that time, the refrigerator was working properly and without any noise. During the inspection, she and her husband serviced the refrigerator – they oiled the motor and the fan, opened the freezer and fridge doors and waited for the cooling motor/system to turn on. She testified that she did not hear any noise and that the refrigerator was working properly.

After receiving more complaints from the tenant via emails in 2019, the manager dispatched Mark, a Home Appliance Repair specialist, who inspected the refrigerator on September 30, 2019, and found nothing wrong with the refrigerator.

Property Manager Ediin testified that Meridian Management replaced the tenant's refrigerator on October 31, 2019. After the tenant received the new refrigerator, the old refrigerator was moved to the garage workshop where it was stored. No repairs were done to the refrigerator. In January of 2020, the refrigerator was placed in another tenant's unit. She testified that, to this date, she has not received any complaints regarding this refrigerator from the tenant in the other unit.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Decreased Housing Services

Pursuant to Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent³ and may be corrected by a rent adjustment.⁴ To justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects

³ O.M.C. §8.22.070(F)

⁴ O.M.C. §8.22.110(E)

the habitability⁵ of a unit, or one that was provided at the beginning of the tenancy and is no longer being provided, or one that was contracted between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence and must establish he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to relief.⁶

Water in the Garage: The testimony at the hearing established that this issue does not represent a new leak, but a situation that will occur from time to time during urban flooding/torrential rains. Property Manager Ediin's explanation was credible that, during extreme weather, there will be water on the floor in the large underground parking garage, but that this is not unusual nor dangerous, based on the information provided by the professional contractor Rain Defense. This issue has already been addressed in T16-0734, where it was denied and affirmed on appeal, and again in T17-0419, where it was again denied and affirmed on appeal. Therefore, this claim has been previously addressed and is denied.

Even if this issue raised in the current petition represented a new garage leak, the outcome would be the same as in the prior cases. The testimony established that the owner acted reasonably to address the issue to install the rain drains, the trench, and the pump. There will still be wet ground in the garage when it rains. Stepping out of the car on to the wet ground when it rains does not present a hazardous condition. The tenant did not sustain his burden of proof. This claim is denied.

Noisy Refrigerator: The tenant's testimony was not credible and the video with the sound he produced lacked authenticity because of his unwillingness to answer questions or to provide specific dates. The tenant received a new refrigerator on October 31, 2019. The tenant's old refrigerator is still working, years later, without any problems in another unit. This is corroborated by the fact that no one could find anything wrong with it – the property manager, her husband or the home appliance specialist. There is no factual basis that this refrigerator presented a decrease in service. The tenant did not sustain his burden of proof. Therefore, this claim is denied.

Loss of Quiet Enjoyment of Premises: The tenant also suggests that the noisy refrigerator interfered with the tenant's right to the covenant of quiet enjoyment of his apartment. However, the Rent Adjustment Program (RAP) is an administrative agency whose power is limited to enforce the provisions of the Rent Adjustment Ordinance. In the case of *Larson v. City and County of San Francisco*, (2011) 192 Cal. App. 4th 1263, the court examined the authority of San Francisco's Rent Board and held that the jurisdiction of administrative agencies is limited to those claims that are quantifiable in nature and that the loss of quiet enjoyment is not such a claim. *Larson* at p. 1281.

The Oakland Housing, Residential, Rent and Relocation Board has also stated that the RAP does not have jurisdiction over any such claims and that the tenant's claims for decreased housing services as they relate to the covenant of quiet enjoyment are not

⁵ *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

⁶ Hearing Decision T11-0191, *Howard v. Smith* (2012)

claims that can be made under the Rent Adjustment Ordinance.⁷ While these acts may constitute civil wrongs, these claims must be made in a court of competent jurisdiction. Therefore, the tenant's claim for decreased housing services as it relates to the covenant of quiet enjoyment is denied.

ORDER

1. Tenant Petition T19-0184 is denied.
2. Tenant's claim for decreased housing service relating to the garage leak is denied.
3. Tenant's claim for decreased housing service relating to the refrigerator is denied.

Right to Appeal: This is the final decision of the Rent Adjustment Program (RAP). Either party may appeal by filing a completed RAP form that must be received by RAP within 20 days after service of the decision, shown on the attached Proof of Service.

Dated: September 30, 2022



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

⁷ HRRRB Decision in T03-0377, *Aswad v. Fields*

PROOF OF SERVICE

Case Number: T19-0184

Case Name: Beard v. Meridian Management Group

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

Remand Hearing Decision

Owner

Russel Flynn, Meridian Management Group
1145 Bush Street
San Francisco, CA 94109

Owner Representative

Greg McConnell, The McConnell
1 Embarcadero W. #168
Oakland, CA 94607

Tenant

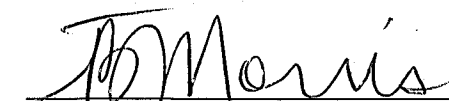
James Beard
1470 Alice Street Unit 206
Oakland, CA 94612

Tenant Representative

Nancy Conway
345 Franklin Street
San Francisco, CA 94102

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.

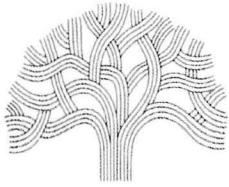
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 06, 2022** in Oakland, California.



Teresa Brown-Morris

Oakland Rent Adjustment Program

000110



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 JAMES BEARD		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1470 Alice St., Unit 206			
Appellant's Mailing Address (For receipt of notices) 1470 Alice St., Unit 206 Oakland, CA 94612		Case Number T19-0184	
		Date of Decision appealed September 30, 2022	
Name of Representative (if any) Nancy M. Conway		Representative's Mailing Address (For notices) 345 Franklin St SF, CA 94102	

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


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

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

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

• 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 10/26, 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	Greg Mc Connell, The mc Connell Group.	
Address	1 Embarcadero W. #168	
City, State Zip	Oakland, CA	94607
Name	Russ Flynn, Meridian Mgt. Group.	
Address	1145 Bush St.	
City, State Zip	San Francisco, CA.	94109

	10/26/2022
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

2a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, and prior decisions of the Board, and 2b, 2d and 2e.

The inconsistency is that the hearing officer does not address the issues of what leaks she is comparing, what the history of the leaks and decisions was and how she arrived at her decision that this was the same leak. For the history of the prior cases, she relies on the testimony of one of the property manager's Joann Ediin and her summary of what happened at the prior hearings.

The hearing officer was tasked by the Board in its remand decision to hold a full hearing on the issues raised by the tenant petition. The Hearing Officer had previously issued an administrative decision holding that a noisy refrigerator was not a decrease in housing service. The board asked that the hearing officer consider Petitioner's claim that the loud noise from the refrigerator was disrupting his quiet enjoyment of the rental unit and was a decrease in housing services and to examine the factual basis for the claim that the refrigerator was a decreased housing service.

That issue related to the prior hearing officer's decision that a loud noisy refrigerator was by her definition not a decreased housing service.

Secondly the board asked the hearing officer to make a factual determination as to whether the leak that the petitioner had complained of was the same one that had been denied in a prior petitioner or whether it was a new leak.

As to the issue of the leak, the hearing officer did not decide whether this was an old or new leak. Since the original hearing date at the insistence of the Petitioner, the property management made multiple efforts to repair the leaking in the garage. The landlord's representative testified at the hearing of the prior case that the leak problem for which the tenant had been awarded a decrease in housing services had been repaired. The repair did not work and subsequently the property management hired a reliable company Rain Defense which installed drainage against one wall of the garage. The petitioner tenant submitted multiple emails discussing the failure of the repairs and was engaged with offsite management to obtain repairs to the garage. The Rain Defense worked at improving the flooding in the garage, subsequent to the hearing on the prior petition. The problem however was that while conditions for most of the parking and storage in the garage were improved, the corner where defendant's parks was still a source of water leakage into his parking space and storage space. This is documented by continuous emails from the petitioner to Jeanne at Meridien Management during the year prior to Petitioner Beard's filing the instant petition. The Hearing Officer failed to explain in her decision what leak was previously denied, why it was denied and how it relates to the issues raised by the Petitioner.

The noisy refrigerator issue. The tenant submitted emails between himself and management going back more than a year prior to his petitioning the rent board for a decrease in service. In the emails between himself and the management the manager noted in an email that in response to his email complaining about the refrigerator that she had sent out the resident managers Joann and Steve sand that they had advised the refrigerator could not be repaired. In an email dated February 11, 2019, the manager wrote to Petitioner and advised him that she had ordered a new refrigerator to replace it.

In September 2019, Petitioner emailed Jeanne that no action had been taken on the fridge and that he was still being disturbed by it.

Prior to the hearing, no evidence was submitted that refuted the emails or to show that the refrigerator was quiet or not that disruptive. The resident manager Joann testified that she and her husband had gone to the property but that they did not hear any noise. Further she testified that she removed and replaced the noisy refrigerator. She testified that she stored the petitioner's old refrigerator and then gave it to one of petitioner's neighbors, because their refrigerator had failed. This testimony was not credible as there was no independent corroboration of that fact, nor had it ever been raised prior to the date of hearing. The petitioner spoke to the neighbors Joanne identified at the hearing, as having received his old refrigerator. They told him that their refrigerator was not replaced.

The hearing officer did not give any consideration to possible bias or the lack of any corroboration of this claim, such as a work order, a complaint or testimony of the neighbors regarding the alleged refrigerator. Nor was there any consideration of the written correspondence with management that supported his claim.

The hearing officer admitted that she had not reviewed the file prior to conducting the hearing and was unable to advise what was in the file and that it could not be accessed by her during the hearing. Nor would the hearing officer agree to play the disk or digital videos at the hearing, which she also advised she had not reviewed.

The hearing officer demonstrated bias in favor of the respondents and their representative McConnell. The petitioner and his counsel were unable to access the hard file prior to the hearing. They were further advised that the hearing officer would have the file with her on the day of the hearing, which was not the case.

The email evidence submitted by the tenant contradicts the hearing officer's findings that the complaint was first reported to property management August 2018. The emails that were submitted to the rent board show correspondence between the Petitioner and the Respondent manager that support Respondent's claims that the refrigerator was noisy, that following an inspection the management determined it needed to be replaced and agreed to replace it in February 2019. It was not replaced until October of 2020. The tenant's inability to determine the exact date of the sound recording of the refrigerator recording did not take away from the fact that it was loud and disruptive to him and disturbed his sleep and enjoyment of his home.

The hearing officer's wrongly relies on the case of *Larson v. City and County of San Francisco*, (2011), which found that landlord harassment resulting in pure emotional distress damages could not be considered a quantifiable decrease in housing services. However the hearing officer's interpretation of that case is wrong. A fair reading shows that cases based on decreased housing services such as properly working and functioning appliances is quantifiable and measurable in terms of rent reduction. Intrusive and disruptive sound effects from broken down old appliances should be compensated.

Petitioner appellant notes that the time period for filing this appeal was shortened by several days as the proof of service states it was mailed on October 6, 2022, but the post mark is October 11, 2022 from the Pitney Bowes' machine. Time should be extended for a more complete appeal.

Petitioner is also trying to obtain a copy of the video of the hearing and the evidence submitted to the Rent Board prior to the hearing and will supplement his appeal.



Memorandum

To: Oakland Rent Adjustment Program Appeal Board

Cc: Nancy Conway, Tenant Representative

From: Gregory McConnell, Owner Representative 

Date: November 18, 2022

Re: RESPONSE TO APPEAL T19-0184

INTRODUCTION

We respectfully demand that the Oakland Rent Adjustment Board deny the Appeal of Tenant James Beard.

This is the latest in a series of petitions filed by the tenant, at least two of which claim the same issues which have previously been denied. He has filed the following petitions T15-0395, T16-0228, T16-0734, T17-0419 and the current petition, T19-0184.

Contrary to the claims of Tenant's Attorney, the decision is consistent with the Oakland Rent Adjustment Ordinance, prior decisions, and precedent setting cases.

Moreover, the decision is justified by ample evidence in the record. We rely on the analysis and findings in the remand hearing decision and the numerous bases upon which the Hearing Officer made her findings.

1. Were the Issues in this Petition Decided in Prior Cases?

On Remand, the Hearing Officer was ordered to determine if the claims of water leakage were a new or an old leak considered in the prior case. The Hearing Officer reviewed the Petition filed by the tenant which stated: "My storage unit and parking space leaks water. This is ongoing and was never fixed from T16-0374". *Hearing Officer (HO) Remand Decision, page 2.*

Thus, by his own admission this was a leak considered in the prior case.

The Hearing Officer also reviewed prior decisions and concluded again that the issues raised in this petition were heard and decided against the tenant previously. She concluded that in T16-0374 and T17-0419, the tenant presented the same issue of water in the garage. In those decisions he was denied relief at the hearing level and those decisions were affirmed on appeal. *HO Remand Decision, page 5, "Water in the Garage"*

The Hearing Officer also found that property manager Joanne Ediin credibly testified that this was not a new leak but a condition that recurs due to temporary urban flooding that occurs, "10 to 15 days a year depending on whether we are in a normal rainy season or in a drought." *HO Remand Decision, page 3.*

The property manager further testified that the garage is below grade and there is a steep driveway in the front which allows minor amounts of water "no more than a quarter of an inch," in the garage during heavy rains. As a consequence, narrow strings of water will inevitably trickle in the garage during heavy rains. *HO Remand Decision, page 3 .*

The Hearing Officer also pointed out that tenant attempted to exaggerate the condition. He testified he was "swimming in water." However, photographs submitted by the tenant "show narrow strings of water going in the direction towards the drain. The amount of water looks less than a quarter inch." This results in no major inconvenience or danger to tenant. *HO Remand Decision, page 3.*

Based upon that analysis, the Hearing Officer correctly concluded that this was not a new issue. Moreover, even if it were, the result here should be the same as in prior cases. *HO Remand Decision, page 5.*

There is no basis to support a reduction in services that warrants granting tenant relief under his petition.

2. The Refrigerator

The Hearing Officer concluded based upon substantial evidence that the tenant failed to meet his burden of proof on the issue of entitlement to relief under the Ordinance based upon alleged refrigerator noise. She found that "tenant's testimony was not credible and the video he produced to support his claims lacked authenticity because of his unwillingness to answer questions or to provide specific dates." *HO Remand Decision, page 5*

The record evidence demonstrates that the refrigerator was inspected numerous times by the property manager, her husband, and an outside vendor. None of these people heard excessive noise. Not because any problem existed, but just to quiet the unfounded complaints. On October 31, 2019, a new refrigerator was installed in the petitioner's unit and the old refrigerator was removed. *HO Remand Decision, page 5*

In January 2020, the refrigerator was moved to another tenant's unit where it has worked continuously without any complaints from that tenant. No work was done on the refrigerator from the time it was removed from the petitioner's unit and installed in the other unit. Based upon this substantial evidence in the record, the Hearing Officer ruled the tenant failed to meet his burden of proof of a reduction in services.

The Hearing Officer also found that the tenants claim of breach of quiet enjoyment is not a claim that the Rent Adjustment Program has jurisdiction over. She cited several cases to support that position. *HO Remand Decision, page 5*

CONCLUSION

For the reasons cited above, the Hearing Officer's Remand Decision must be affirmed, and the appeal denied.

Thank you.

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

RENT ADJUSTMENT PROGRAM
 OAKLAND

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

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	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

000124

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.

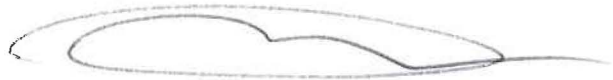
You are not an original tenant as defined by California Civil Code Section 1954.53 because you moved into the rental unit replacing Mary Balingit, a vacating Original Tenant and/or you were not a party to the original 8/15/2017 rental agreement and did not begin your tenancy fewer than thirty days thereafter.

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

000125

Alon Wn
PO Box 1208
San Francisco, CA 94112-0081



7021 2720 0001 7469 3841



EXCELSIOR



1000



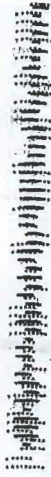
94606

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



94606000171001

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



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



000128

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



000129

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



Apple Pay



000130

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



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



Apple Pay



000132

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



000133

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



000134

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



000135

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



000136

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



000137

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



Apple Pay



000138

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



000140

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



000141



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 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

000143



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

FILED
JUN - 8 2022
OAKLAND
RENT ADJUSTMENT PROGRAM

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:

6/10/2022

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,

Table with columns: TOTAL, RECEIVED, BALANCE DUE PRIOR TO OCCUPANCY. Includes handwritten entries for dates and amounts.

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 116 E. High Street, Clarkstown, MD and consisting of _____ upon the following TERMS AND CONDITIONS:

- 1. 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.
2. RENT: Rent shall be \$ 1200.00 per month, payable in advance, upon the 15th day of each calendar month to Owner or his authorized agent, at the following address: 116 E. High Street, Clarkstown, MD 21114-0001
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 one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
4. UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except: Garbage which shall be paid by Owner.
5. 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
6. ANIMALS: No animals shall be brought on the premises without the prior consent of the Owner.
7. 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.
8. 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.
9. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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
18. 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.
19. 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.
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.
21. 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.
22. 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.
23. 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. _____ Real Estate Company

By _____ Owner DATED: 8/15/12 _____ Tenant ACCEPTANCE: _____ Owner DATED: 8/15/12

000145

Additional Rental Terms and Agreement

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- **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

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.

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 RENT ADJUSTMENT
 OAKLAND

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)

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: _____

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.

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.

Date

8/15/17

Owner/Agent

[Signature]



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 5/16/17
Date 8/15/17

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

REPRODUCTION OF BLANK FORMS IS ILLEGAL



ADDITIONAL TERMS AND CONDITIONS: 1) Owner provides hood, stove/oven, refrigerator
2) tenants are responsible to keep all drains clear like grease, hair, meat & bones,
removing hygiene products or paper towels.

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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 _____

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TENANT VACATE ADDENDUM

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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

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 <i>(Waived - Wear & Tear)</i>
Painting:	Prime and Paint bedroom & closet walls, ceiling, trim & doors.	\$800 <i>(Waived - Wear & Tear)</i>
Cleaning:		
Carpet Cleaning:	Bedroom and Front Entrance.	\$200.00
Drape Cleaning:	Bedroom, Bathroom and Kitchen	\$120.00 <i>(Waived - Wear & Tear)</i>
Miscellaneous:		
Unpaid Rent:		
Court Judgment:		
Total Deductions		\$400.00

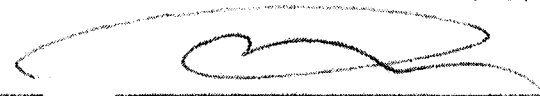
- Your check is enclosed in the amount of \$ 500.00 .
- Please make your check in the amount of \$ payable to Allen Wu
 within 21 days of receipt of this statement.

"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)



 Date



 Owner/Manager

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 Wu, 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 Wu

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 Acad; 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.



C. 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.

D. 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



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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.

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

original
New
Resident [Signature]
Resident [Signature]
Owner/Agent [Signature]



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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)			

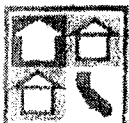
LIVING ROOM			
Walls	CLN		
Ceiling	CLN		
Doors	CLN		
Windows	SC		
Screens	SC		
Drapes/Blinds	SC		
Chandel			
Floor	CLN		
Closet	SC		
Electric fixtures	CLN		
Light bulbs	NEW		
Fireplace	SC		

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			
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		



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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		
Shades			
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/Shade/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		
Shades			
Doors	NEW		
Closet	NEW		
Floor	NEW		
Electric fixtures	CLN		
Light bulbs	NEW		

FRONT PORCH			
Electric fixtures	CLN		
Light bulbs	NEW		

BACK PORCH			
Electric fixtures			
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		
Shades			
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: _____

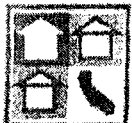
Owner/Agent: _____ Date: _____

Initial Inspection: _____ Date: 5/15/19

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

Final Inspection: _____ Date: _____

Owner/Agent: _____ Date: _____



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<  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

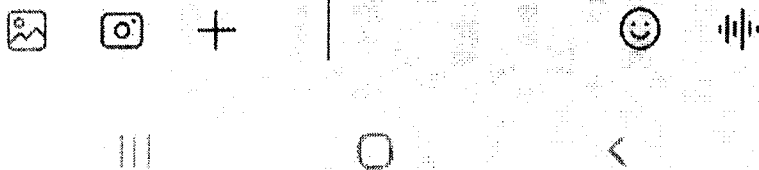
Hey Allen. The hearing
unit reached out to you
regarding mediation.
Please respond to them
ASAP.

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
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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

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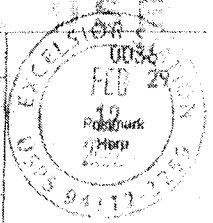
Oakland, CA 94606

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee to postage)
 Return Receipt (hardcopy) \$0.00
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$4.33



02/12/2022

Sent To: Mr. Gini Gary Rolanos
Street and Apt. No. PO Box No.: 111 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

000171

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.

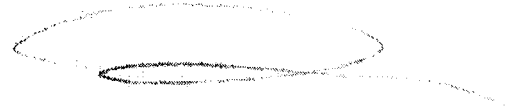
You are not an original tenant as defined by California Civil Code Section 1954.53 because you moved into the rental unit replacing Mary Balingit, a vacating Original Tenant and/or you were not a party to the original 8/15/2017 rental agreement and did not begin your tenancy fewer than thirty days thereafter.

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*

000172



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 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 ESTA** 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.

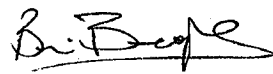
Order

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

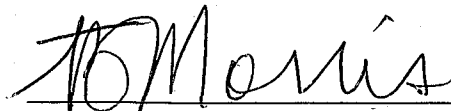
Allen Wu
P.O Box 12081
San Francisco, CA 94112

Tenant

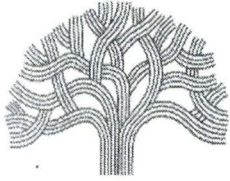
Gigi Saray Bolanos
114 East 15th Street
Oakland, CA 94606

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



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.)*

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- 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	

	<u>11/17/2022</u>
---	-------------------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

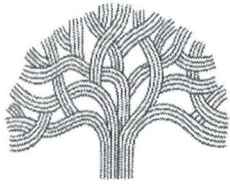
DATE

IMPORTANT INFORMATION:

This Appeal must be received by the Rent Adjustment Program, 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612, not later than 5:00 P.M. on the 20th calendar day after the date the decision was mailed to you as shown on the proof of service attached to the decision. If the last day to file is a weekend or holiday, the time to file the document is extended to the next business day.

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- **Any response to the appeal by the responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 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.

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CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

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:

Appenl
(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.

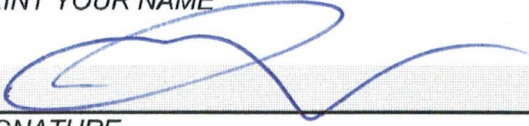
PERSON(S) SERVED:

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 Wm

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

Addressed area containing the following text:
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

000203

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)

12/8/2021

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

000205



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

000206

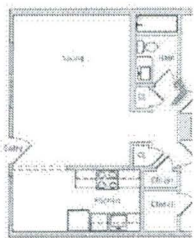
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Posted a day ago on: 2022-02-15 16:25

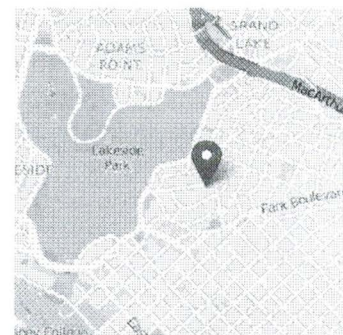
Contact information:

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

image 6 of 6



Plan 2
2BR/1 Bath/967 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



000207

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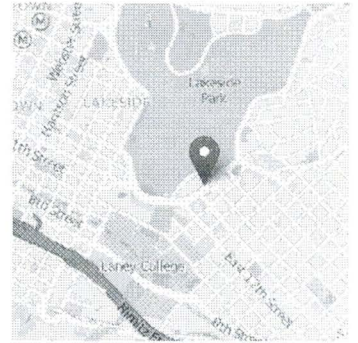
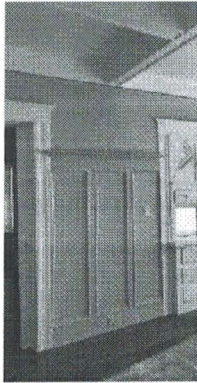
share

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

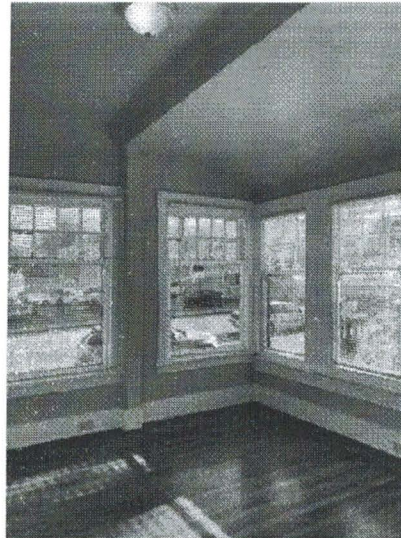
- apartment
- 2BR / 1Ba
- no laundry on site
- no smoking
- street parking

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



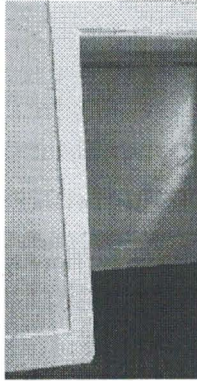
favorite hide flag share

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



000209

<  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



000210

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**

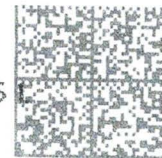
CITY OF OAKLAND



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



000213



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

000214

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

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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.

Brittini Lothlen

Brittini Lothlen
Oakland Rent Adjustment Program

000218



MEMORANDUM

Date: March 17, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Summary in T19-0184, Beard v. Meridian Management
Appeal Hearing Date: March 23, 2023

Property Address: 1470 Alice Street, No. 206, Oakland, CA
Appellant/Tenant: James Beard
Respondent/Owner: Meridian Management Group

BACKGROUND

On February 4, 2019, the tenant filed a petition, contesting a single rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2018, and alleging code violations and decreased housing services relating to a noisy refrigerator and a garage water leak.

The owner filed a response, alleging that the proposed rent increase does not exceed the allowable CPI amount and that the decreased housing services claims were already addressed and decided in prior hearing decisions.

On September 19, 2019, the Rent Adjustment Program issued an Administrative Decision dismissing the tenant petition. The Decision held that the rent increase was valid

because it did not exceed the CPI amount, and the decreased housing services claims were denied because the noisy refrigerator was deemed frivolous and the garage water leak was already addressed and decided in the prior case of T16-0734 (Beard v. Stewart).

The tenant appealed the denial of claims for decreased housing services, and an appeal hearing was held before the Rent Board on January 23, 2020. The Board remanded the case on two issues: (1) to determine if the issue is a new leak or an old leak considered in the prior case; and (2) to “consider the factual basis on the refrigerator issue as a decreased housing service.”

RULING ON THE CASE

A remand hearing took place on June 21, 2022. A Remand Hearing Decision was issued on September 30, 2022, denying the tenant’s petition.

First, the Remand Decision found that the leak was the same leak that was considered in prior cases, and even if the hearing officer were to treat the leak as a new leak, the hearing officer would still have denied the decreased housing services claim because the owner acted reasonably to install rain drains, trench, and dump to address the issue.

Turning to the refrigerator, the hearing officer found tenant’s testimony of a noisy refrigerator not credible due to tenant’s unwillingness to answer questions or to provide specific dates. The hearing officer also based this decision on the basis that tenant received a new refrigerator in 2019 and tenant’s old refrigerator continued working in another unit. The hearing officer also denied the quiet enjoyment claim based on the noisy refrigerator because under *Larson v. City and County of San Francisco*, quiet enjoyment claims were held to be limited to those claims that are quantifiable in nature and the loss of quiet enjoyment was not one of those.

GROUNDS FOR APPEAL

The tenant appealed the hearing, arguing that:

- (1) the hearing officer failed to decide whether the water leak was new;
- (2) the hearing officer failed to precisely explain what leak was previously denied and how those leaks relate to the current leak;
- (3) the resident's manager testimony that the tenant's old refrigerator was given to a neighbor was not truthful;
- (4) tenant's inability to determine exact date of sound recording of the refrigerator does not take away the fact that the refrigerator was loud and disturbed the tenant; and
- (5) the hearing officer wrongly relied on *Larson* to mean that an intrusive and disruptive sounds from a noisy refrigerator cannot be the basis of a decreased housing services claim, because *Larson* said only that landlord harassment resulting in pure emotional distress damages cannot be considered a quantifiable decrease in housing services.

ISSUES

1. Does substantial evidence support the hearing officer's conclusion that the water leak does not constitute a decreased housing service?
2. Does substantial evidence support the hearing officer's conclusion that the refrigerator does not constitute a decreased housing service?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Decreased Housing Services Claim – Noise and Quiet
Enjoyment

T19-0148 *Holman v. East Shore Properties*

Board affirmed Administrative Decision that denied tenant’s petition for decreased services alleging “loss of quiet enjoyment” due to newly installed garage doors under tenant’s unit (causing noise and vibrations) on the basis that the RAP lacks jurisdiction over such claims.

T03-0377 *Aswad v. Fields*

Board affirmed part of Hearing Decision that rejected a claim for decrease in housing services for excessive street noise because Rent Adjustment Ordinance does not have jurisdiction over a claim for breach of implied covenant of quiet enjoyment when complaint about conditions beyond owner control & prior denial



MEMORANDUM

Date: January 7, 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: January 12, 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 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 having 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):

“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.”

- Costa-Hawkins allows landlords to set the initial rental rate at the commencement of a new tenancy. If a new tenant moves into a unit as a sublessor or assignee of a former or existing tenant, the new tenant is not considered an “original occupant” for purposes of a Costa-Hawkins rent increase. If the new tenant is a tenant in their own right, the landlord is not entitled to a 1954.53(d) increase while the tenant remains in possession.

II. Tenant v. Assignee or Subtenant

- 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.
- 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).

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.