

Capital Improvement Claim

The owner testified that the subject building was built in 1954 and the kitchen was never remodeled. She removed cabinets, counters, sheetrock, down to the studs. She installed new cabinets, and updated the electrical and plumbing to meet current code requirements, all at the request of the tenants. There was a hairline crack in the ceiling. A prior Rent Board Appeal Decision stated the owner should replace the ceiling sheetrock. There was no leak and no water stain. The tenants claimed there was a leak. There was no leak. The owner obtained a permit for the bathroom, and to open up the rest of the bathroom walls, and she completed a ceiling repair. She removed the sheetrock from the bathroom ceiling. She has credited the tenants with \$5,000 of the capital improvement expenses for the work on the bathroom ceiling. One year later, in September 2012 the tenant suddenly complained of a moldy smell. The owner also did work to comply with new electrical code requirements. She moved the electrical box, added more outlets, and upgraded the electrical wiring in the tenants' unit.

Enhanced Notice to Tenants

There is no issue regarding enhanced notice to the tenants. The owner sent a copy of the enhanced notice to tenants and to the Rent Adjustment Program on May 28, 2015.¹ The owner also provided a declaration of service on the tenants and the tenants agree that the owner provided the enhanced notice to them.

Scope of the Capital Improvements

The owner testified that the scope of the renovations included remodeling of the kitchen at the tenants' request, which consisted of removing the sheetrock down to the studs; replacing the kitchen cabinets, upgrading plumbing, lighting and electrical to comply with changes in codes. She further testified that she attempted to remodel the kitchen in 2002 and pulled permits for this work but the tenants said they did not want a remodel and she received a letter from Sentinel Housing opposing the work so she withdrew the permit. The tenants requested that the kitchen be remodeled in August 2012.²

The tenants testified that in 2000 a hinge on a kitchen cabinet fell off and it was repaired.³ They also complained about a kitchen faucet leaking on and off. However, this was not mentioned in the letter from the tenants to the owners in August or September 2012.⁴

The work was performed by First Choice Construction (FCC) and was done between June 23, 2013 and August 21, 2013. The work on the bathroom, which was

¹ L Ex. No. 1

² Ex. No. p. 383

³ T. Ex. p. 20

⁴ T. Ex. p.. 21-22

guttered, was completed and paid for by June 4, 2014. The remodel of the kitchen was completed and paid for by June 4, 2014.

She also remodeled the bathroom. There was a hairline crack in the bathroom ceiling. Over time it worsened and this issue has been litigated in a prior case (T12-233). She testified that suddenly the tenants complained of a moldy, musty smell in the bathroom. The hearing officer found that she needed to replace the sheetrock in the ceiling. The owner further testified that although the tenants claimed there was a leak in the bathroom ceiling there was no leak, and there was no entry from the roof. She arranged to remove the sheetrock in the ceiling and the contractor found no leak, it was dry and there were no water stains. She testified that there are four people using one bathroom and she decided to remodel the entire bathroom. There were radiant pipes above the bathroom ceiling which heated the entire apartment and provided hot water.

The remodeling of the kitchen and bathroom occurred between June 23, 2013, and August 21, 2013. The final payment to the contractor occurred on June 4, 2014, due to a dispute between him and the owner. Check number 5369 in the amount of \$27,000 was made payable to the contractor's attorney.⁵ The owner testified that of this amount, \$15,380.11 was attributable to the remodeling work on the tenants' unit.

There was extended testimony by both the owner and the tenants as to whether there was mold in the bathroom, whether it was a priority one or two condition, whether the issue had been decided in a prior hearing decision⁶, and whether there was deferred maintenance.

The tenants submitted a Notice of Violation from a city inspector dated October 12, 2012, which stated that "the bathroom ceiling is water damaged. Repair."⁷ The tenants also submitted a mold inspection report dated November 9, 2012, which concluded that "there was suspect visible mold, and elevated moisture levels within the back right corner of the bathroom ceiling, a 2x2 foot span. The roof over the bathtub as well as adjacent drywall above the shower appeared warped/damaged. The damaged ceiling continues beyond the bathroom front wall and into the living room."⁸ The tenants provided an email transmission from Greg Morris, P.C. Department Director, Environmental Services, the company which conducted the mold inspection, which states that he "confirmed mold growth discovered in the surface sample taken in the bathroom. The air samples taken in the Bathroom and Living Room when compared to the outside (comparison) sample, are showing elevated levels of Cladosporium and Penicillium/Aspergillus."⁹

The tenants also testified that it was unnecessary to replace the dishwasher and disposal because they had been replaced in October 2012.

⁵ Ex. No. 359

⁶ T12-0333, Harrison v. Solares

⁷ T. Ex. No. p. 3233

⁸ T. Ex. No. pp. 36-57

⁹ T. Ex. No. p. 58-59

The owner testified that the total cost of renovations for the capital improvement pass-through was \$75,752.19 and provided a summary of the expenses.¹⁰ \$15,380.11 of the final \$27,000 payment was attributable to the remodeling work on the tenants' unit. The owner testified that \$5,000 of the remodeling costs was deducted as a credit to the tenants for the work on the bathroom ceiling. The owner provided documentation of the following costs in support of the capital improvement pass-through:

Vendor	Description	Check No.	Amount	Date	Ex. No.
City of Oakland	Permits	4946	\$1,123.57	11/7/12	226
		5101	\$162.95	6/21/13	228
First Choice Construction	Contract for remodel kitchen and bathroom	5124	\$1,000.00	7/10/13	232-235
		5147	\$8,808.36	7/5/13	236-243
		5137	\$6,689.34	7/17/13	244-258
		5138	\$4,652.69	7/22/13	261-270
		5152	\$2,871.17	8/1/13	271-275
		5153	\$6,658.72	8/1/13	276-281
		5185	\$1,611.35	8/21/13	282-287
GMS Sales	Green galaxy slabs-bath	Visa	\$437.00	2/23/13	288
Stone Trading	Blue Eyes	Visa	\$1,639.75	6/18/13	290-291
Pacific Sales	Bath items-	Visa	\$1,382.1 ¹¹	6/25/13	292-295
		Visa	\$119.90	7/23/13	299-301
		Visa	\$2,366.28	7/23/13	305-307
		Visa	\$134.07	8/28/13	308-309
		Visa	\$218.00	9/3/13	310-312
		Visa	\$66.00	9/3/13	314
		Home Depot	Door lock/pulls	HD charge	\$32.47
	Door latch set, dead bolt,	HD charge	\$188.32	8/26/13	317
Import Tile Co.	Floor tile	Visa	\$774.54	7/30/13	319-320
Walnut Creek Lighting	Dining room light	Visa	\$390.60	7/17/13	321-322
Dick's Carpet	Carpet for 2 bedrooms, hall, living room and dining room	5186	\$1,000	8/26/13	323-326
		5214	\$2885		
Martinelli's Cabinet	Kitchen and bath vanity cabinets	Visa	\$4,300	7/3/13	327-330
			\$4,300	8/16/13	
"	Kitchen cabinet pulls	Visa	\$286.06	9/18/13	331
Glenview Key And Lock	Lock change	5123	\$102.26	6/18/12	332
Romart's Marble & Granite	Fabricate and install kitchen counter tops, bathroom vanity, and back splashes; shower walls	5157	\$3,305	9/13/13	335-337
Diablo Glass Inc.	Tub enclosure	5201	\$975.45	9/6/13	338-339

¹⁰ Ex. No. pp. 226-227;359

¹¹ This includes a double charge for a disposal of \$179.00

Vendor	Description	Check No.	Amount	Date	Ex. No.
"	Drapes-bedrooms Blinds-kitchen ¹⁴	4323	\$685.69	1/23/14	341
	8 Window screens and screen door	5304	\$550	1/7/14	342- 342a
Bed,Bath & Beyond	Toilet paper stand	Cash	\$19.99	1/20/14	343
SUBTOTAL			\$60,372.08		
First Choice Construction ¹²	Contractor for construction Invoice 8/4/13 Invoice 8/27/13 Invoice 9/5/13 Invoice 9/15/13 Combined invoice 9/23/13 for Apt. 2,4 and 11(labor)	5389	\$2,325 \$7,413.60 ¹³ \$2,672.46 ¹⁴ \$1,289.05 \$1,680	6/4/14	159-161- 181
SUBTOTAL			\$15,380.11		
			\$75,752.19		
Credit for bathroom			-\$5,000		
NET TOTAL			\$70,752.10		

Deferred Maintenance

The tenants allege that the mold issue constituted deferred maintenance. The issue of mold in the bathroom ceiling due to a roof leak was considered by the hearing officer in T12-0233.¹⁵ Based in part on the site inspection by Hearing Officer Cohen who noted "a musty smell" in the bathroom and she could "see some dark spots that might be mold" as well as "bubbling paint and cracked pain in multiple other places on the ceiling" the hearing officer determined that the damage to the bathroom ceiling was a decreased housing service.

The tenants refused to move out of their unit for the repairs because they were concerned that they would not be able to move back in. The owner testified that she had to file a lawsuit to gain possession of the tenant's unit and they did not move out until June 2013, which further delayed the repairs.

The owner testified to the following repairs in the tenants' unit from 1988 to 2014:

- 1988-new fridge

¹² Tenants objected to this exhibit on the grounds that check was made to owner's attorney and amount allocated to contractor was not itemized

¹³ Includes clerical error of \$19.38 in Home Depot Bill L. Ex. 364

¹⁴ The Home Depot amount for 8/16/13 is \$175.84, not \$195.22-difference of \$19.38

¹⁵ T. Ex. No. 113-119

- 1989-new stove
- 1992-kitchen faucet
- 1993-new fridge
- 1997-new dish washer, kitchen faucet, toilet, bathroom fan, vanity
- 1998-replace bathroom vanity after one year due to excessive moisture
- 1998-new bathroom faucet
- 1999-new stove
- 2002-new dishwasher, new blinds
- 2006-new fridge, garbage disposal, dishwasher, bathroom fan
- 2007-new carpet
- 2010-new stove-new kitchen faucet
- 2013-new dishwasher-garbage disposal
- 2013-new garbage disposal, carpet, bath faucet, curtains, fridge, kitchen faucet, blinds, bath fan, toilet, doors, disposal, dishwasher, refurbished stove, electrical upgrade, bath vanity

Retaliation

The tenants testified that the owner was motivated to evict them because they complained about decreased housing services and they did not have to move out for the renovations and repairs to their unit. They testified that there were 3 available units that they could have moved into. The owner testified that there were no units available and her attorney wrote to the tenants on October 15, 2012, which stated that the owner needed to recover possession of the tenants' unit in order to make substantial repairs that could not be completed while the unit was occupied, and were necessary to either bring the property into compliance with applicable code and laws affecting the health and safety of the tenants, or under an outstanding code violation notice.

The letter further stated that when the needed repairs were completed on the unit the owner must offer them the opportunity to return to their unit on the same terms as the original rental agreement subject to rent increases under the Rent Ordinance.¹⁶ The tenants testified that they did not receive this letter.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Deferred Maintenance

The City Council passed Resolution 85306 on December 9, 2014, which amended Rent Adjustment Regulations, Appendix A, Sections 10.1 and 10.2.2 to address excluding the costs of deferred maintenance from Capital Improvement and Housing Service Costs Rent increases.

Regarding deferred maintenance, Section 10.2.2 4 (b) states the following:

¹⁶ T. Ex. p. 173

Costs for work or portion of work that could have been avoided by the landlord's exercise of reasonable diligence in making timely repairs after the landlord knew or should reasonably have known of the problem that caused the damage leading to the repair claimed as a capital improvement.

However, this amendment was not in effect prior to December 9, 2014, and was not in effect at the time the owner performed the capital improvements. Moreover, there was no objective evidence that the work performed constituted deferred maintenance. The only issue cited by the city inspector was the bathroom ceiling. The tenant's mold report was in November 2012. The owner began asking the tenants to move out so she could do the repairs in October 2012 and had to go to court to gain entry into the tenants' unit. Therefore, the capital improvement costs may not be denied on the basis of deferred maintenance.

Capital Improvements: A rent increase in excess of the C.P.I. Rent Adjustment may be justified by capital improvement costs.¹⁷ Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Those improvements primarily must benefit the tenant rather than the landlord.

A rent increase based upon capital improvements will only be given for those improvements which have been completed and paid for within 24 months prior to the date of the proposed rent increase.

Limitations on Capital Improvement Increases: The rules governing capital improvement pass-throughs were significantly modified by changes in the Rent Adjustment Ordinance and Regulations, which became effective August 1, 2014.

"Enhanced Notice" Requirements: "For any rent increase based on capital improvements commenced prior to the implementation date, if such rent increase is noticed on or after the implementation date of this Ordinance, the new noticing requirements under this Ordinance are required."¹⁸ A rent increase notice based on capital improvements "must include the following:

- (c) The type of capital improvement(s);
- (d) The total cost of the capital improvement(s);
- (e) The completion date of the capital improvement(s);
- (f) The amount of the rent increase from the capital improvement(s);

ii. Within ten (10) working days of serving a rent increase notice . . . based in whole or in part on capital improvements, an owner must file the notice and all documents accompanying the notice with the Rent Adjustment Program. Failure to file the notice with[in] this period invalidates the rent increase."

¹⁷ O.M.C. Section 8.22.070(C)

¹⁸ Ordinance No. 13226

The owner complied with the enhanced notice requirement and provided a documentation of capital improvement costs for the remodeling of the kitchen and the bathroom.

Additionally, as of August 1, 2014, the Rent Ordinance was amended to limit a capital improvement pass-through to a maximum of 70%.¹⁹ However, the new Ordinance does not apply to capital improvements on which permits have been taken out and substantial monies paid or liabilities incurred (other than permit fees) prior to the implementation date of the Ordinance (August 1, 2014), and the Owner reasonably, diligently pursues completion of the work.” Since the owner’s costs were completed and paid for prior to August 1, 2014, the owner is entitled to a capital improvement pass-through of 100% of the cost of this project.

There is no objective evidence that the condition of the bathroom constituted a priority 1 or 2 condition. The Notice of Violation issued by the city inspector only stated that the bathroom ceiling was water damaged and needed to be repaired. The entire bathroom was gutted and remodeled. However, a portion of the construction costs for repair of the bathroom ceiling and walls as well as the kitchen is disallowed because these costs fall outside the 24 month period prior to the date of the proposed rent increase.

Regarding the kitchen remodel, there is no evidence of a priority 1 or 2 condition. The tenants’ complaint of a hinge falling off a kitchen cabinet and a leak under the kitchen sink in 2002 does not constitute a priority 1 or 2 condition. Although the tenants testified that it was unnecessary to replace the dishwasher and disposal, the owner gutted the entire kitchen so it was necessary to install new appliances.

The costs paid on June 4, 2014, totaling \$15,380.11 are disallowed because the check was made payable to the owner’s attorney and the amount payable to the contractor was not itemized. The owner provided proof of payment of \$33,492.69 after excluding the following costs:

Item	Cost	Reason
Construction First Choice Construction	\$21,150.39 (\$1,000.00,\$8,808.36,\$6,689 .34,\$4,652.69).	Falls outside 24 month period
“	\$15,380.11	Check made to owner’s attorney- payment to FCC not itemized
Pacific Sales	\$179.00	This item was charged twice
Screenmobile	\$550	Proof of payment was not submitted 7 days prior to hearing
TOTAL	\$37,259.50	

CONCLUSION

¹⁹ Resolution 85306 C.M.S.

The owner met the requirements for a capital improvement pass-through totaling \$33,492.69 or \$558.21 monthly amortized over 60 months. The tenants' claim of retaliation falls outside the jurisdiction of the Rent Ordinance and is a matter for the civil court. There was no objective evidence presented that the remodeling was due to deferred maintenance, and there was no ordinance in effect which addressed deferred maintenance at the time of the remodeling work on the tenants' unit. The new kitchen and bathroom add value to the unit and prolongs its useful life, and the tenants are the primary beneficiaries. The allowed capital improvement allocation is itemized in the following table:

CAPITAL IMPROVEMENTS

Effective Date of Increase

<u>Improvements and repairs benefitting the tenants' unit</u>				August 1, 2015
IMPROVEMENT OR REPAIR	OR DATE COMPLETED	COST ALLOWED		MONTHLY COST
Kitchen and bathroom	6/4/14	\$33,492.69	1	\$558.21

ORDER

Wherefore, all the evidence having been reviewed and considered, it is the order of this Hearing Officer that:

1. The tenants' petition is granted in part.
2. The tenants' claim of decreased housing services was dismissed by the tenants at the Hearing.
3. The owner is granted a monthly capital improvement pass-through of \$558.21. The capital improvements pass-through is effective August 1, 2015, and expires July 31, 2020.
4. The tenants have underpaid rent in the amount of \$4,465.70. Their rent is stated below as follows:

Base Rent	\$1,147.00
Plus capital improvement costs	\$ 558.21
Plus rent underpayment of \$4,465.68 (8/1/15-3/1/16/24(a 24 month amortization period is warranted due to large underpayment	186.07
Current rent payment commencing April 1, 2016, and ending March 1, 2018	\$1,891.28

Date: March 4, 2016



BARBARA KONG-BROWN, ESQ.
Senior Hearing Officer
Rent Adjustment Hearing

PROOF OF SERVICE

Case Number T15-0360

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 **Hearing Decision** by placing a true copy of it in a sealed envelope in 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:

Kathleen Solares
279 Vernon Street #1
Oakland, CA 94610

Stephen Judson
Ramsey Law Group
3736 Mt. Diablo Blvd., Suite
300
Lafayette, CA 94549

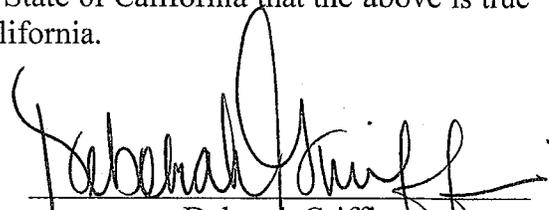
Alan Beale
6114 LaSalle Avenue #354
Oakland, CA 94611

Clifton Harrison
Mercedes Harrison
275 Vernon Street #11
Oakland, CA 94610

Laura Shoaps
Centro Legal de la Raza
3022 International Blvd.,
Suite 410
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 4, 2016 in Oakland, California.


Deborah Griffin
Oakland Rent Adjustment Program

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For filing stamp.
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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 T15- 0360

OWNER RESPONSE

Please print legibly.

Your Name Kathleen Solares	Complete Address (with zip code) 279 Vernon St #1 Oakland, CA 94610	Phone: [REDACTED] Email: _____
Your Representative's Name (if any) Stephen Judson Ramsey Law Group Alan Beales Alan Beales Consultant	Complete Address (with zip code) 3736 Mt. Diablo Blvd Suite 300 Lafayette, CA 94549 6114 LaSalle Ave #254 Oakland, CA 94611	Phone: [REDACTED] [REDACTED] [REDACTED] Email: [REDACTED]
Tenant(s) name(s) Clifton Harrison Mercedes Harrison	Complete Address (with zip code) 275 Vernon St #11 Oakland, CA 94610	

Have you paid for your Oakland Business License? Yes No Number 2829673
 (Provide proof of payment.)

Have you paid the Rent Adjustment Program Service Fee? (\$30 per unit) Yes No
 (Provide proof of payment.)

There are 11 residential units in the subject building. I acquired the building on 1/1996

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

2015 SEP -3 PM 3:36
 RENT ADJUSTMENT PROGRAM

I. RENTAL HISTORY

The tenant moved into the rental unit on March¹⁵, 1988.

The tenant's initial rent including all services provided was \$ 750.00/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? 1988

Is the tenant current on the rent? Yes No

If you believe your unit is exempt from Rent Adjustment you may skip to Section IV. EXEMPTION.

If a contested increase was based on **Capital Improvements**, did you provide an **Enhanced Notice to Tenants for Capital Improvements** to the petitioning tenant(s)? Yes No . If yes, on what date was the Enhanced Notice given? 5/23/2015 . Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes No . Not applicable: there was no capital improvements increase.

Begin with the most recent rent increase and work backwards. Attach another sheet if needed.

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
		\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

See attached Rent History

II. JUSTIFICATION FOR RENT INCREASE

You must prove that each contested rent increase greater than the Annual CPI Adjustment is justified and was correctly served. Use the following table and check the applicable justification(s) box for each increase contested by the tenant(s) petition. For a summary of these justifications, please refer to the "Justifications for Increases Greater than the Annual CPI Rate" section in the attached Owner's Guide to Rent Adjustment.

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
<u>8/1/2015</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For each justification checked, you must submit organized documents demonstrating your entitlement to the increase. Please see the "Justifications" section in the attached Owner's Guide for details on the type of documentation required. In the case of Capital Improvement increases, you must include a copy of the "Enhanced Notice to Tenants for Capital Improvements" that was given to tenants. Your supporting documents do not need to be attached here, but are due in the RAP office no later than seven (7) days before the first scheduled Hearing date.

Solares Properties, Vernon Street Apts. LLC
279 Vernon Street #1
Oakland, CA 94610
510 893-2224

August 31, 2015

T15-0360

Clifton and Mercedes Harrison, 275 Vernon Street #11, Oakland, CA 94610

Rent History

Date Notice Given	Rent Change Effective Date	Amount \$ / %	Amount Rent Increased	
			From	To
May 23, 2015	August 1, 2015	Capital Improvement pass-through – \$1,179.20	\$1,147.00	\$2,326.20
June 26, 2012	August 1, 2012	Removed Capital Improvement – \$53	\$1200.	\$1147.
October 31, 2008	December 1, 2008	\$37. – 3.3%	\$1163.	\$1200.
April 27, 2007	July 1, 2007	Add Capital Improvement pass-through – \$53.	\$1110.	\$1163.
April 29, 2002	June 1, 2002	\$92. – 9%	\$1018.	\$1110.
April 30, 2001	June 1, 2001	\$30. – 3%	\$988.	\$1018.
April 1, 2000	May 1, 2000	\$51. – 5.5%	\$937.	\$988.
March 1, 1999	April 1, 1999	\$77. – 9%	\$860.	\$937.
July 29, 1996	September 1, 1996	\$30. – 3.5%	\$830.	\$860.

III. 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 on a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

IV. 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** for 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.

V. IMPORTANT INFORMATION

Time to File. This form **must be received** by the Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612-0243, within 35 days of the date that a copy of the Tenant Petition was mailed to you. (The date of mailing is shown on the Proof of Service attached to the Tenant Petition and other response documents mailed to you.) A postmark does not suffice. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you wish to deliver your completed Owner Response to the Rent Adjustment Program office in person, go to the City of Oakland Housing Assistance Center, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland, where you can date-stamp and drop your Response in the Rent Adjustment drop box. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m. **You cannot get an extension of time to file your Response by telephone.**

NOTE: If you do not file a timely Response, you will not be able to produce evidence at the Hearing, unless you can show good cause for the late filing.

File Review. You should have received a copy of the petition (and claim of decreased services) filed by your tenant with this packet. Other documents provided by the tenant will not be mailed to you. You may review additional documents in the RAP office by appointment. For an appointment to review a file or to request a copy of documents in the file call (510) 238-3721.

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VI. VERIFICATION

Owner must sign here:

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.

[Handwritten Signature]
Owner's Signature

8/31/2015
Date

VII. MEDIATION AVAILABLE

Your tenant may have signed the mediation section in the Tenant Petition to request mediation of the disputed issues. Mediation is an entirely voluntary process to assist the parties to reach an agreement on the disputed issues in lieu of a Rent Adjustment hearing.

If the parties reach an agreement during the mediation, a written Agreement will be prepared immediately by the mediator and signed by the parties at that time. If the parties fail to settle the dispute, the case will go to a formal Rent Adjustment Program Hearing, usually the same day. A Rent Adjustment Program staff Hearing Officer serves as mediator unless the parties choose to have the mediation conducted by an outside mediator. If you and the tenant(s) agree to use an outside mediator, please notify the RAP office at (510) 238-3721. 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. (There is no charge for a RAP Hearing Officer to mediate a RAP case.)

Mediation will be scheduled only if both parties request it – after both the Tenant Petition and the Owner 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).

Owner's Signature

Date

Landlord Response to I. Grounds for Petition

T15-0360
275 Vernon Street #11, Oakland, CA 94610
August 31, 2015

To Whom It May Concern,

Tenants have received a rent increase with a Sixty Day Notice of Change of Monthly Rent for a capital improvement pass-through.

RAP Notice was included with rent notice.

Banking credits for a rent increase were available at 3x's the current CPI and were not used.

City of Oakland Building Permit Card – Building Permit indicates repair ceiling in bathroom. Work to be done Building, Electrical, Plumbing, Final Mechanical in bathroom remodel and kitchen remodel (counter tops, cabinets, sink).

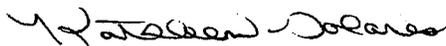
Landlord response to Grounds For Petition.

Reference (a) The costs exceeded 10% and the tenants were notified of the capital improvement with the Sixty Day Notice of Change of Rent, Enhanced Notice to Tenants for Capital Improvements, the Expenses (recap) List included the general contractor's, retail stores, vendors, credit card expenses, & payment dates, check numbers and payments amounts for 275 Vernon St Apt 11.

Reference (i) Enhanced Notice to Tenants for Capital Improvements form (City of Oakland) was included with the above-referenced Expense (recap) List and a Sixty Day Notice of Change of Monthly Rent.

Reference (k) The capital improvement work and payments for the apartment was done prior to the new changes made to the ordinance effective August 1, 2014 applicable for the next generation capital improvement pass-throughs. The new ordinance and deadlines do not apply to this pass-through since the work was done and the payments were made prior to the new ordinance.

Sincerely,



Kathleen Solares

Landlord Response to Decreased Housing Service

RE: Tenant document Addendum A

T15-0360

275 Vernon Street #11, Oakland, CA 94610

August 31, 2015

Solares Properties is a quality apartment building built in 1954. The building provides features not found in apartment building construction when it was built. Such advanced features included sound proofing in the walls, radiant heat in the ceilings and floors, floors and ceilings constructed and installed separately, custom built-in library cabinets, large kitchens with custom built cabinets, hand selected granite slab and/or quartz slab, specially cut granite backsplashes and granite counters with quarter round bullnose edges. This quality of construction continues to be part of the legacy of Solares Properties (a family business) and keeping the tradition of giving tenants features to make their apartment unlike any other apartment. In doing so, each apartment has been modernized to today's taste and preferences and having its' own design elements.

The hallway door was removed to eliminate a serious design flaw in the original door system. The hallway door, when opened, swung inward and directly in front of the hallway linen closet. The linen closet with its' own door when opened, swung outward and directly behind the hallway door. Both doors opened into the same footprint at the hallway entry. The doors could actually get hung up on each other and/or the hallway door in a closed position and the linen closet door in an open position pressing against the closed hallway door could create opposing positions and could block an important escape route in an emergency situation.

By today's building standards, doors are not installed corner to corner with doors opening inward and overlapping each other at a narrow entry. This design flaw has been corrected. In the newest remodels, the hallway door has been removed with no consequences or complaint. This change has provided easy access to the linen closet and safe passage through the hallway in an emergency.

6

Justification for Capital Improvement Pass-through

T15-0360
275 Vernon Street #11, Oakland, CA 94610
August 31, 2015

Justification:

"Capital improvements are those improvements or major repairs that materially add to the value of the property and appreciably prolong its useful life or adapt it to the new building codes." Work for capital improvement costs is allowable to the owner at 100% of the expenses.

On June 4, 2014, the capital improvement work was completed and final paid was made to the general contractor. See the attached Expenses for 275 Vernon Street #11 included with other documentation in the Owner Response for detailed information regarding payment dates.

The Enhanced Notice to Tenants for Capital Improvements with the RAP was provided to the tenants at the time of notification of the capital improvement rent increase along with all required documentation. Also, copies of these documents were filed with the City of Oakland Department of Housing and Community Development Rent Adjustment Program within 10 days after serving the notice to the tenants.

In order to demonstrate validity of the capital improvement costs, more detailed documentation will be provided prior to the hearing. This will include copies of receipts, invoices, bid contract, canceled checks and any other documentation which will establish that the costs were incurred by Solares Properties in 2013 and when they were paid.

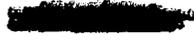
T15-0360 KM/BC

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp: 2015 JUL 17 PM 3:10
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name Mercedes Harrison	Rental Address (with zip code) 275 Vernon Street, Unit 11 Oakland, CA 94610	Telephone 
Your Representative's Name N/A	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) Kathleen Solares	Mailing Address (with zip code) Solares Properties LLC 279 Vernon Street, Apt 1 Oakland, CA 94610	Telephone 

Number of units on the property: approx. 21 - 22 .

Type of unit you rent (circle one)	House	Condominium	<input checked="" type="radio"/> Apartment, Room, or Live-Work
Are you current on your rent? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Legally Withholding Rent. You must attach an explanation and citation of code violation.

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. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input checked="" type="checkbox"/>	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
	(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.)
	(e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
	(f) The housing services I am being provided have decreased. (Complete Section III on following page)
	(g) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
	(h) The contested increase is the second rent increase in a 12-month period.
<input checked="" type="checkbox"/>	(i) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the notice was not filed with the Rent Adjustment Program (effective August 1, 2014).
	(j) My rent has not been reduced after the expiration period of the rent increase based on capital improvements.
<input checked="" 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).

2015 JUL 17 PM 3:10

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

Date you moved into the Unit: March 5, 1988 Initial Rent: \$ 750 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? Date: 2001 or 2002. 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. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
5/23/2015	8/1/2015	\$ 1,147.00	\$ 2,326.20	<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 60 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 never got the RAP Notice you can contest all past increases.

List case number(s) of all Petition(s) you have ever filed for this rental unit: T12-0333, T13-0372, T14-0117

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 service problems, 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, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include at least the following: 1) a list of the lost housing service(s) or serious problem(s); 2) the date the loss(es) began or the date you began paying for the service(s); and 3) how you calculate the dollar value of lost problem(s) or service(s). Please attach documentary evidence if available.

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (510) 238-3381

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
JUL 17 PM 3:10

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.

Melinda Hurin
Tenant's Signature

7-10-15
Date

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 Rent Adjustment Program Hearing Officer the same day.

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).

Melinda Hurin
Tenant's Signature

7-10-15
Date

VI. IMPORTANT INFORMATION:

Time to File This form must be received at the offices of the City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612 within the time limit for filing a petition set out in the Rent Adjustment Ordinance, Oakland Municipal Code, Chapter 8.22. Board Staff cannot grant an extension of time to file your petition by phone. For more information, please call: (510) 238-3721.

File Review

The owner is required to file a Response to this petition within 35 days of notification by the Rent Adjustment Program. You will be mailed a copy of the Landlord's Response form. Copies of documents attached to the Response form will not be sent to you. However, you may review these in the Rent Program office by appointment. For an appointment to review a file call (510) 238-3721; please allow six weeks from the date of filing before scheduling a file 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
- Other (describe): _____

Tenant Petitioner
Mercedes Harrison
275 Vernon Street, Unit 11
Oakland, CA 94610

STATE OF CALIFORNIA
COURT OF APPEALS
WEST COAST DIVISION
2015 JUL 17 PM 3:10

Addendum A

Decreased Housing Services

In approximately July or August 2013, while the work was being done that Kathleen Solares is claiming as capital improvements, a door was removed from our hallway. This door had previously allowed us to close off a section of our apartment from the living room area where we would entertain guests.

Now that the door has been removed, sound travels from the bathroom and bedroom areas into the living room. Additionally, and when we want to leave the bathroom, individuals in the living room are able to see. The loss of this door has constituted an inconvenience and loss of privacy for us. For example, after taking a shower, we no longer have the ability to leave the bathroom without individuals in the living room being able to see us.

Tenant Petitioner
Mercedes Harrison
275 Vernon Street, Unit 11
Oakland, CA 94610

CITY OF OAKLAND
COMMUNITY DEVELOPMENT DEPARTMENT
COMMUNITY MEDIATION PROGRAM
2015 JUL 17 PM 3:10

Addendum B

Retaliation

This rent increase is invalid under Cal. Civ. Code §1942.5 because it was served in retaliation for our reporting of a repair problem to the City of Oakland Building Department.

CHRONOLOGICAL CASE REPORT

Case No.: T15-0263
Case Name: Panganiban v. Chang
Property Address: 338 Lenox Ave., Apt. 2, Oakland, CA
Parties: Kim Panganiban (Tenant)
Symon and Patty Chang (Property Owners)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 20, 2015
Landlord Response filed	June 24, 2015
Hearing Decision issued	December 8, 2015
Tenant Appeal filed	December 23, 2015

City of Oakland Residential Rent Adjustment Program 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		2015 DEC 23 PM 2:14 <p style="text-align: center;">APPEAL</p>	
Appellant's Name KIM PANIGANIBAN		Landlord <input type="checkbox"/>	Tenant <input checked="" type="checkbox"/>
Property Address (Include Unit Number) 338 LENOX AVE # 2 OAKLAND, CA 94610			
Appellant's Mailing Address (For receipt of notices) 338 LENOX AVE # 2 OAKLAND, CA 94610		Case Number T-15-0263 Date of Decision appealed 12/8/15	
Name of Representative (if any) ANDREW WOLFF, ESQ		Representative's Mailing Address (For notices) LAW OFFICES OF ANDREW WOLFF 1970 BROADWAY, #210 OAKLAND, CA 94612	

I appeal the decision issued in the case and on the date written above on the following grounds:

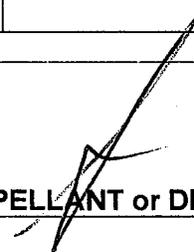
(Check the applicable ground(s). Additional explanation is required (see below). Please attach additional pages to this form.)

1. **The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board.** You must identify the Ordinance section, regulation or prior Board decision(s) and specify the inconsistency.
2. **The decision is inconsistent with decisions issued by other hearing officers.** You must identify the prior inconsistent decision and explain how the decision is inconsistent.
3. **The decision raises a new policy issue that has not been decided by the Board.** You must provide a detailed statement of the issue and why the issue should be decided in your favor.
4. **The decision is not supported by substantial evidence.** You must explain why the decision is not supported by substantial evidence found in the case record. The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.
5. **I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.** You must explain how you were denied a sufficient opportunity 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.
6. **The decision denies me a fair return on my investment.** You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.

7. Other. You must attach a detailed explanation of your grounds for appeal. Submissions to the Board are limited to 25 pages from each party. Number of pages attached 15 Please number attached pages consecutively.

8. **You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.** I declare under penalty of perjury under the laws of the State of California that on Dec 23, 2005, 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:

<u>Name</u>	SYMON CHANG + PATTY CHANG
<u>Address</u>	1088 DOHENY TERRACE
<u>City, State Zip</u>	SUNNYVALE, CA 94085
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

 SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	12-23-05 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 of the information required or your appeal cannot be processed and may be dismissed.
- Anything to be considered by the Board must be received by the Rent Adjustment Program by 3:00 p.m. on the 8th day before the appeal hearing.
- The Board will not consider new claims. All claims, except as to jurisdiction, 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.

Kim Panganiban
338 Lenox Ave #2
Oakland, CA 94610

Case No. T-15-0263

ATTACHMENT TO APPEAL

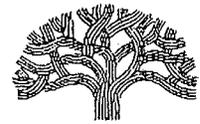
Ms. Kim Panganiban (“Tenant”) appeals the decision in the above mentioned case that was issued on or around December 8, 2015. A true and correct copy of the Hearing Decision issued December 8, 2015 is attached hereto as **Exhibit A**.

Within that decision it was ruled that the tenants claims of decreased housing services was not timely filed (See page 7 of Exhibit A). However, Ms. Panganiban appeals this decision on the basis that she gave the Changs (the “Landlord”) notice of various defects after which the Changs informed her that they would make the repairs. Ms. Panganiban relied the Chang’s assertions that the repairs would be made and therefore did not file a Rent Board Petition within the 60 day deadline.

Attached hereto as **Exhibit B** are true and correct copies of e-mails between Symon Chang and Andrew Wolff, Esq, Ms. Panganiban’s attorney in a related matter. On or around December 5, 2014, Mr. Wolff informed Mr. Chang of the repairs that needed to be made to the unit including but not limited the heater, front door gap, door locks, the shower rod, blinds, holes in the wall, cable wiring, and bedroom door. Then, on or around December 8, 2014, Mr. Chang responded stating that most of the items would be addressed as soon as possible. However the items were not addressed therefore Ms. Panganiban filed the Rent Board Petition on or around May 20, 2015.

For the above referenced reason the Rent Board should reconsider their decision as it is clear that Ms. Panganiban’s petition was not untimely filed because of neglect but instead because she justifiably relied on Mr. Chang’s assertions that the repairs would be made.

EXHIBIT A



P.O. BOX 70243, OAKLAND, CA 94612-2043

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T15-0263; Panganiban v. Chang

PROPERTY ADDRESS: 338 Lenox Ave, Apt 2, Oakland, CA

DATES OF HEARING: October 21, 2015; December 4, 2015

DATE OF DECISION: December 8, 2015

APPEARANCES: Kim Panganiban, Tenant
Gary Cloutier, Attorney for Tenant (10/21/15)
Symon Chang, Owner
Patty Chang, Owner

SUMMARY OF DECISION

The tenant's petition is denied.

CONTENTIONS OF THE PARTIES

The tenant filed a petition which alleges that a current proposed rent increase from \$1,167 to \$1,232.52, effective June 1, 2015, exceeds the CPI Rent Adjustment and is unjustified and that her housing services have decreased due to having to move out of the unit for six months because of flooding in the unit; because the owner removed the garbage disposal and did not replace it; because of lack of weatherproofing; because the owner removed the shower doors and did not replace them; because the heater vent is filled with dust and is a hazard; because the owner replaced a brand new stove with a broken stove; because the front screen door doesn't lock; because the cable provider was unable to install cable because the jack was near the heater; and because the phone jack in the living room does not work. The tenant also alleged that she lost property due to the flooding in July of 2014.

The owner filed a response to the petition, which alleges that the contested rent increase is justified by banking that was approved in a prior Hearing Decision (L14-0062), and denies any decreased housing services.

THE ISSUES

1. Was the rent increase approved in a prior case?
2. Were the tenant's claims for decreased housing services timely filed?
3. For those claims that were timely filed, did the tenant experience a decrease in housing services?
4. Does the Rent Adjustment Program have jurisdiction of the tenant's claims of having to move out of the unit and damage to her property due to flooding?
5. If restitution is owed, what is the tenant's rent?

EVIDENCE

History: The tenant testified that she moved into the subject unit in November of 2003 at an initial rent of \$875 a month. On July 2, 2014, there was a leak in the upstairs unit that caused substantial flooding in her unit. The tenant was required to move out of her unit so that repairs could be made. She moved out of the unit while the work was being done. The work was completed in December of 2014. The tenant was given the keys to move back in sometime in late December of 2014 and began paying rent in January of 2015. The tenant further testified that because of a health condition at the time, she did not move back in to the unit right away. While she did start coming to the unit in January and February, she didn't move her things back in or start spending the night in the unit until approximately March 1, 2015.

On March 3, 2014, the owners filed a Petition in case L14-0062, in which they sought a rent increase based on banking. That case was consolidated with several tenant petitions (cases T14-0551, T14-0540 and T15-0046). A Hearing Decision was issued on April 17, 2015. In that decision the owner petition was granted and the Order allowed the owner to increase the tenant's combined rent (for her apartment and parking) to a maximum of \$1,233.52 based on banking.

The owner, Symon Chang, testified that on April 23, 2015, he served a *Notice of Change of Terms of Tenancy*¹ on the tenant purporting to increase the rent to \$1,233.52 per month, effective June 1, 2015. The owner testified that this rent increase was served pursuant to the Order in the prior case. The tenant testified that when she moved back into the unit she signed a new lease which specified that the rent was \$1,167.00.

On January 23, 2015, the tenant filed a civil complaint in Superior Court against the owner for damages arising from the condition of her rental unit. The tenant claimed that the owners breached the implied warranty of habitability by:

“failing to properly maintain the property, by failing and refusing to make repairs, and by delaying in making necessary repairs to the Subject Premises after

¹ Exhibit 1. This Exhibit and all other Exhibits referred to in this Hearing Decision other than Exhibit 7, was admitted into evidence without objection.

obtaining knowledge and/or being notified of the conditions of the subject Premises.”²

The tenant alleged in the lawsuit that the failure to make repairs caused the flooding (see First Cause of Action and Sixth Cause of Action.)

On her petition, which the tenant filled out under penalty of perjury, the tenant stated that she first received the RAP Notice from the owner on July 3, 2014. The owners stated on their response, that they first gave the tenant the RAP Notice in December of 2012.

The tenant testified that she has been paying rent in the amount of \$1,167 since June 1, 2015. The owner agreed with this testimony.

Decreased Housing Services:

Displaced for 6 months and Damaged Property: The tenant was not permitted to testify about these things because of lack of jurisdiction (See below.)

Garbage Disposal: The tenant testified that prior to the flood there was a garbage disposal in her kitchen. After the work was done in her unit after the flood there was no longer a disposal. She discovered this in December of 2014 when she, her attorney, Andrew Wolff, and the owner did a “walk through” of the premises and she complained about the loss of the disposal in that meeting and she informed the owner that she wanted him to replace it. A “Move-In/Move-Out Check List” was completed at that walk through and the lack of a garbage disposal is listed.³

The owner testified that he did see that the lack of a garbage disposal was on the “Move-In/Move-Out Checklist” but he was told by the tenant’s attorney that the list was just to document the conditions and was not necessarily requesting a garbage disposal. Other than this list, the owner never received a complaint from the tenant about the lack of a garbage disposal.

Shower Doors: The tenant testified that before the flood there were shower doors in her bathroom shower. When she moved back in there were no longer shower doors. On the day of the pre-move in inspection (and on the first visit she made to the apartment earlier in December of 2014), she complained about the lack of shower doors. The owner said he was not going to replace the shower doors.

The owners testified that the tenant actually came to view the apartment on more than one occasion in December of 2014. On the first occasion, the tenant complained about

² Exhibit 7. The owner objected to the introduction of the *Complaint for Damages* into evidence as it had not been provided by either side 7 days prior to the Hearing. The Hearing Officer requested a copy of the complaint. Since both parties knew about the pending lawsuit, no one was harmed by the introduction of the document into evidence. It was requested by the Hearing Officer to determine whether or not she still had jurisdiction over the tenant’s claims.

³ Exhibit 2, page 1

the lack of a shower door. On the second occasion, which is when the tenant filled out the checklist, she did not complain about the lack of a shower door.

Heating Vent: The tenant testified that because of the construction in her unit the heating vents were very dirty when she moved back in. There is one heating vent on the floor of her unit, which she vacuumed. However, there are two other vents high up on the walls, and she was unable to reach them herself.

Because of how dirty the vent was, she did not turn on the heat at all in the winter of 2015. The tenant testified that she was not cold. She does not know if the temperature in her apartment was ever below 68°.

Mr. Chang testified that the tenant never complained to him about the condition of the heater vent. He did, however, send someone to the unit to respond to the list of problems on the tenant's petition. A handyman was sent to the unit in September of 2015. He was not able to confirm that there were any problems with the heating vent⁴.

Lack of weatherproofing: The tenant testified that when she did her walk through of the premises before moving back in, there was water on the window sill. However, since that day, she has not seen any other water entry. She complained about the moisture on the day of the inspection, but not at any other time.

The owner testified that there was moisture on the window sill on the date of the inspection by the tenant, and he called the contractor who caulked the window before the tenant moved back in.

Additionally, the tenant complained that her living room windows did not close properly beginning from the time she moved into the unit. This condition continued to get worse during the time she was living there. Occasionally, in order to close the window she would have to go outside. To deal with the problem she wouldn't open these windows. About a month ago the owner sent someone to install new handles on the living room windows and they now operate properly.

The tenant testified that she has no problems relating to the security of her windows nor are there any gaps in the windows.⁵

Stove problems: The tenant testified that before the flood she had a working stove. When she returned after the flood there was a different stove in her unit which had been painted over and she was concerned about the paint. She consulted an appliance store and was told that stoves should not be painted and could cause toxins to be released. The tenant complained to the owner about this stove at the walk through and again after she moved in. The owner replaced the stove with a different stove within a few weeks after she complained. This occurred likely in January of 2015.

⁴ See Exhibit 3.

⁵ The tenant testified that she did not prepare the list of decreased services that was provided with her Tenant Petition, but that it was prepared by her attorney's office.

The tenant further testified that there was something wrong with this new stove that was provided by the owner in that whenever she tried to "bake" something the stove would operate on "broil". She complained to the owner who ordered a part for the stove. It was only a few weeks that she had this non-functioning stove. The tenant testified that it was by approximately February of 2015 that the owner had fixed the stove and it has been working correctly ever since.

Mr. and Mrs. Chang testified that the tenant did complain to them about the stove in December of 2014. They replaced the stove in mid-January. Then she complained again about the new stove in March of 2015 and Lapham, who took over management, handled the problem.

Front Screen Door: The tenant testified that she has had a problem with the front door screen not locking since she moved into the unit. The door would swing back and forth and slam. She complained to the owner about this problem in December of 2014, before she moved back into the unit. No action has been taken by the owner.

The tenant testified that she did something to fix this door and it now doesn't swing back and forth. It is no longer a problem for her.

The owner testified that the tenant never complained to him about the front door screen. The owner also produced a "*Maintenance Request*" from Lapham Company (the current managers of the property) which shows that on May 13, 2015, the tenant filed a request to fix her outside door from slamming.⁶ On September 15, 2015, a repair person reviewed problems in the tenant's unit and found that the front door screen does lock.⁷ A report from *APT Maintenance*, who performed the repairs, states that "Tech confirmed that screen door latches and locks, tech found latch functional when closed properly."⁸

Cable Jack: The tenant testified that before she moved out of the unit because of the flood, there were two cable jacks in her unit, one in the living room on the side of her living room opposite the heater and the other in her bedroom. After she moved back in, the cable jack in the living room was adjacent to the heater and the one in the bedroom had been removed. She noticed this change when she moved back into the unit on approximately March 1, 2015. She further testified that at one of the inspections in December she noticed that the cable jack had moved and she complained to Mr. Chang about it and asked him to move it.

The owner testified that the tenant never complained to him about the cable jack.

⁶ Exhibit 4

⁷ Exhibit 3

⁸ Exhibit 6

Phone Jack: The tenant testified that when she moved back into the unit on approximately March 1, 2015, she noticed that her phone jack in the living room, which had worked previously, was no longer working.

The owner testified that the tenant never complained about the phone jack.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Was the rent increase approved in a prior case?

On April 17, 2015, a *Hearing Decision* was issued by the *RAP*, in cases L14-0062, T25-0540, T14-0051 and T15-0046. In those combined cases the Hearing Officer ordered that the rent remained \$1,167 per month and that "The owner may increase the combined rent to a maximum of \$1,233.52 per month after giving the tenant notice pursuant to Civil Code § 827 and providing the tenant with the required form Notice to Tenants."⁹ The tenant did not appeal this decision and it became final.

On April 23, 2015, the owner sent a rent increase notice pursuant to the Order in the prior case.

The tenant contends that this rent increase is not valid because she had just signed a new lease in December of 2014, and hence, the rent increase was a second increase within a year. However, the Rent Adjustment Ordinance provides that "A rent increase following an owner's petition is operative on the date the decision is final and following a valid rent increase notice based on the final decision." O.M.C. § 8.22.070(D)(6). If the tenant believed that the rent increase approved in L14-0062 was a violation of the Ordinance, she needed to appeal that decision.

Allowing a tenant to contest a rent increase after a *Landlord Petition* is granted would in effect give the tenant a second bite of the apple. The Hearing Decision in the prior case is final. The rent increase is valid.

The tenant's rent, effective June 1, 2015, is \$1,233.52 per month.

When did the tenant first receive the "RAP Notice"?

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy¹⁰ and together with an y notice of rent increase or change in the terms of a tenancy.¹¹ An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.¹²

⁹ See Hearing Decision in combined cases L14-0062 (Chang v. Panganiban), and T14-0540, T14-0051 and T15-0046 (Panganiban v. Chang)

¹⁰ O.M.C. § 8.22.060(A)

¹¹ O.M.C. § 8.22.070(H)(1)(A)

¹² O.M.C. § 8.22.060 (C)

While there was no testimony regarding when the tenant first received the *RAP Notice*, the tenant declared under penalty of perjury in her petition that she received it by July 2014. The owner declared under penalty of perjury that it was served in December of 2012.

As long as the *RAP Notice* was first served at least 6 months prior to the rent increase in question, then the exact date it was served is not necessary to this decision. It is found that the tenant received the *RAP Notice* as least as early as July of 2014.

Are the tenant's claims of decreased housing services timely filed?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹³ and may be corrected by a rent adjustment.¹⁴ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided.

Since a decreased service is, in effect, a rent increase, the general filing limit for RAP Petitions applies: a Petition must be filed within 60 days after receipt of the *RAP Notice* or the knowledge of the existence of a decreased housing service, whichever is later¹⁵. While there is an exception for those conditions of property which get worse over time (like a roof leak), for discrete losses, the time limit applies.

As noted above, the tenant received the *RAP Notice* at least as early as July 2014.

The tenant was notified that she no longer had a garbage disposal or shower doors when she saw the unit in December of 2014. She learned about the loss of the cable jack and the broken phone jack by the time she moved back to the unit on March 1, 2015. The tenant petition was filed on May 20, 2015, longer than 60 days after March 1, 2015 (and obviously far longer than 60 days after the December 2014 inspection). Therefore, the tenant's claims about the garbage disposal, shower doors, cable jack and phone jack are denied as untimely.

Additionally, the tenant testified that the water entry into her windows occurred only on the day she inspected the property in December of 2014. The owners testified that when they saw the water entry they called the contractor and had him repair the windows. A tenant petition must be filed within 60 days after the last date that there was a decrease in housing services.¹⁶ The tenant testified that by the time she moved into the unit on March 1, 2015, there was no more entry of water. Since there was no ongoing problem in the time period after March 21, 2015 (60 days before she filed her petition), her claim is denied.

¹³ O.M.C. § 8.22.070(F)

¹⁴ O.M.C. § 8.22.110(E)

¹⁵ Board Decision in Case No. T09-0086, Lindsey v. Grimsley, et al.

¹⁶ O.M.C. Section 8.22.090(A)(2)

The same is true with respect to the condition of the stove. While at first there was a problem with the stove, the owners corrected the problem by replacing the first stove and then fixing the second stove. The repairs were done before March 21, 2015. Since there was no time in the applicable period during which the tenant had an inoperable stove, this claim is also denied.

The tenant's contention that her failure to timely file should be excused because of "excusable neglect" is not a correct assertion of the law. There is no excusable neglect for failing to bring a timely Tenant Petition.

For those issues that are not untimely, have the tenant's housing services been decreased?

The two remaining issues claimed by the tenant in her petition relate to her front screen door and the heating vent. Neither of these items rise to the level of a decreased housing service. With respect to the front screen door, the tenant testified that it has been a problem since she moved into the unit. However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided. The broken screen door is not a habitability problem and is not a condition different from the beginning of the tenancy.

Additionally, the tenant must give the owner notice of the problems and the opportunity to repair before she is entitled to relief. With respect to the tenant's heating vent, the owner credibly testified that he was never notified about this problem.

The tenant's claims of decreased services are denied.

Does the RAP have jurisdiction over claims of loss of property or damages for having to move out?

The tenant's list of decreased housing services raises concerns about having to move out because of the flood and because of the loss of property from the flood. 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. The court held that the jurisdiction of administrative agencies is limited to those claims that are quantifiable in nature.

The RAP does not have jurisdiction over the tenant's claims for decreased housing services as they relate to the flood and to her loss of property. These are not claims that can be made under the Rent Adjustment Ordinance. While these acts may or may not constitute civil wrongs, these claims must be made in a court of competent jurisdiction.

Additionally, the tenant has already filed a claim about these matters in Superior Court. The *Complaint for Damages* filed against the owners in court raise claims that the owner's failure to maintain the property caused the flooding. The plaintiff seeks unspecified damages for breach of the implied warranty of habitability, breach of quiet

enjoyment, private nuisance, and premises liability amongst other claims. The tenant has ceded these matters to the jurisdiction of the Superior Court. They cannot be litigated in two places. Therefore, the tenant's claims for decreased housing services as they relate to having to move out and related to loss of her property are dismissed.

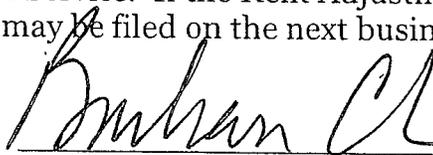
If restitution is owed, what is the tenant's rent?

The tenant's rent is \$1,233.52, effective June 1, 2015. The tenant has underpaid rent since June of 2015 in the amount of \$66.52 a month for a period of 7 months, for a total underpayment of \$465.64. An underpayment of this amount is repaid over a six month period¹⁷ so the rent increase is \$77.60 a month. For now this \$77.60 a month is added to the current legal rent of \$1,233.52 for a total of \$1,311.13 a month. From January of 2016 through June of 2016 the rent will be \$1,311.13 a month. The rent will revert to the current rent of \$1,233.52 in July of 2016.

ORDER

1. Petition T15-0263 is denied.
2. The current rent, effective June 1, 2015, is \$1,233.52.
3. The tenant has underpaid rent in the amount of \$465.64.
4. The tenant's rent is increased by \$77.60 a month, from January 2016-June 2016, to \$1,311.13 a month. The tenant's rent reverts to \$1,233.52 in July of 2016.
5. Nothing in this Order prevents the owner from increasing the rent according to the rules of the Rent Adjustment Program, at any time on or after June 1, 2016, providing the rent increase notices are served pursuant to the Civil Code § 827 and the Rent Adjustment Ordinance.
6. **Right to Appeal:** **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: December 8, 2015



Barbara M. Cohen
Hearing Officer
Rent Adjustment Program

¹⁷ Regulations, Section 8.22.110(F)

PROOF OF SERVICE

Case Number(s): T15-0263

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 **Hearing Decision** by placing a true copy of it in a sealed envelope in 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:

Kim Panganiban
338 Lenox Ave, Apt 2
Oakland, CA 94610

Symon Chang
Patty Chang
1088 Doheny Terrace
Sunnyvale, CA 94085

Gary Cloutier
Law Office of Andrew Wolff
1970 Broadway, Suite 210
Oakland, CA 94612

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 8, 2015, in Oakland, California.

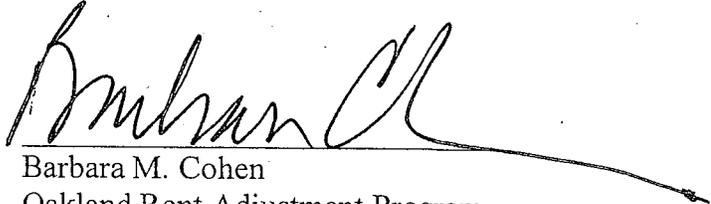

Barbara M. Cohen
Oakland Rent Adjustment Program

EXHIBIT B



Andrew Wolff <andrew@awolfflaw.com>

Kim P

10 messages

Andrew Wolff <andrew@awolfflaw.com>

Fri, Dec 5, 2014 at 11:25 AM

To: "symonchang@gmail.com" <symonchang@gmail.com>

Sent from my iPhone

Andrew Wolff <andrew@awolfflaw.com>

Fri, Dec 5, 2014 at 12:30 PM

To: "symonchang@gmail.com" <symonchang@gmail.com>

We will be at your apartment building on Wednesday, December 10 at 9 AM.

The three items that my client requires before signing the lease and taking possession back are:

1. heater must work
2. front door gap must be code compliant without draft. See Civil Code Section 1941 et seq.
3. the front and back door must have locks changed for security purposes.

The items that my client believes you have a contractual obligation to address are as follows:

1. Permanent shower rod and cover or reinstall the shower door installation.
2. Most of the blinds are not functioning properly (no top bracket on at least one of them), and all were filthy so they must function and be clean
3. Holes must be professionally patched or screens and/or screen doors must be replaced.
4. The bedroom door has paint and debris caked on it which is unsightly and evidence of unprofessional repair. Please repaint it.
5. The screen door in the back slams, and does not function properly.
6. The comcast cable needs to be installed so the cord where the TV is located does not cross the hallway, it needs to be moved.

Thank you.

On Fri, Dec 5, 2014 at 11:25 AM, Andrew Wolff <andrew@awolfflaw.com> wrote:

Sent from my iPhone

--
Andrew Wolff, Esq.
The Law Office of Andrew Wolff, P.C.
1970 Broadway, Ste 210
Oakland, CA 94612
510-834-3300
FAX 510-834-3377

****PLEASE NOTE**** This email and any documents attached to this transmission may contain privileged and/or confidential information, and is intended solely for the addressee(s) named above. If you are not the intended addressee/recipient, you are hereby notified that any use of, disclosure, copying, distribution, or reliance on the contents of this email information is strictly prohibited and may result in legal action against you. Please reply to the sender advising of the error in transmission, and immediately delete/destroy the message and any

12/23/2014 Andrew Wolff Law Mail - NHTL
accompanying documents. Thank , J.

Symon Chang <symonchang@gmail.com>
To: Andrew Wolff <andrew@awolfflaw.com>

Mon, Dec 8, 2014 at 4:06 PM

Andrew,

I have fixed the three items that you client requires before signing the lease and taking possession back, though those items should not be used as the reason for delaying to move-back. They are:

1. heater must work
2. front door gap must be code compliant without draft. See Civil Code Section 1941 et seq.
3. the front and back door must have locks changed for security purposes.

In addition, other items on your list have been addressed as many as possible. The unit is ready for move-in, and any deference in conditions between move-out and move-in can be documented on the move-in/move-out check list. Our appointment is confirmed with the following:

When: Wednesday, December 10 at 9 AM

Where: 338 Lenox Ave. Apt2 Oakland

What: To sign the lease agreement, take the check amount \$2,558.52 and turn over the key for possession.

Attached please find the move-in cost estimate. It is calculated with move-in date of 12/10/2014 with the old rent of \$1,167 per Oakland "RENT ADJUSTMENT ORDINANCE", subsection 8.22.070.D.1. Unless you can cite any ORDINANCE or Regulation for the parking fee charge, and/or security deposit increase payment, please have your client pay \$2,558.52 on Wednesday when signing the lease for the moving back. The actual amount charged will be adjusted after the hearing with the effective date of 12/10/2014. If the Rent Board denies the rent increase, parking fee charge, or the security deposit increase, I will adjust the overpayment accordingly.

Please let me know if you have any questions on these, and looking forward to seeing your client and you on Wednesday 9:00 AM.

Best regards,

Symon Chang
510-798-1712



P.O. BOX 70243, OAKLAND, CA 94612-2043

CITY OF OAKLAND

Department of Housing and Community Development
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T15-0263; Panganiban v. Chang

PROPERTY ADDRESS: 338 Lenox Ave, Apt 2, Oakland, CA

DATES OF HEARING: October 21, 2015; December 4, 2015

DATE OF DECISION: December 8, 2015

APPEARANCES: Kim Panganiban, Tenant
Gary Cloutier, Attorney for Tenant (10/21/15)
Symon Chang, Owner
Patty Chang, Owner

SUMMARY OF DECISION

The tenant's petition is denied.

CONTENTIONS OF THE PARTIES

The tenant filed a petition which alleges that a current proposed rent increase from \$1,167 to \$1,232.52, effective June 1, 2015, exceeds the CPI Rent Adjustment and is unjustified and that her housing services have decreased due to having to move out of the unit for six months because of flooding in the unit; because the owner removed the garbage disposal and did not replace it; because of lack of weatherproofing; because the owner removed the shower doors and did not replace them; because the heater vent is filled with dust and is a hazard; because the owner replaced a brand new stove with a broken stove; because the front screen door doesn't lock; because the cable provider was unable to install cable because the jack was near the heater; and because the phone jack in the living room does not work. The tenant also alleged that she lost property due to the flooding in July of 2014.

The owner filed a response to the petition, which alleges that the contested rent increase is justified by banking that was approved in a prior Hearing Decision (L14-0062), and denies any decreased housing services.

THE ISSUES

1. Was the rent increase approved in a prior case?
2. Were the tenant's claims for decreased housing services timely filed?
3. For those claims that were timely filed, did the tenant experience a decrease in housing services?
4. Does the Rent Adjustment Program have jurisdiction of the tenant's claims of having to move out of the unit and damage to her property due to flooding?
5. If restitution is owed, what is the tenant's rent?

EVIDENCE

History: The tenant testified that she moved into the subject unit in November of 2003 at an initial rent of \$875 a month. On July 2, 2014, there was a leak in the upstairs unit that caused substantial flooding in her unit. The tenant was required to move out of her unit so that repairs could be made. She moved out of the unit while the work was being done. The work was completed in December of 2014. The tenant was given the keys to move back in sometime in late December of 2014 and began paying rent in January of 2015. The tenant further testified that because of a health condition at the time, she did not move back in to the unit right away. While she did start coming to the unit in January and February, she didn't move her things back in or start spending the night in the unit until approximately March 1, 2015.

On March 3, 2014, the owners filed a Petition in case L14-0062, in which they sought a rent increase based on banking. That case was consolidated with several tenant petitions (cases T14-0551, T14-0540 and T15-0046). A Hearing Decision was issued on April 17, 2015. In that decision the owner petition was granted and the Order allowed the owner to increase the tenant's combined rent (for her apartment and parking) to a maximum of \$1,233.52 based on banking.

The owner, Symon Chang, testified that on April 23, 2015, he served a *Notice of Change of Terms of Tenancy*¹ on the tenant purporting to increase the rent to \$1,233.52 per month, effective June 1, 2015. The owner testified that this rent increase was served pursuant to the Order in the prior case. The tenant testified that when she moved back into the unit she signed a new lease which specified that the rent was \$1,167.00.

On January 23, 2015, the tenant filed a civil complaint in Superior Court against the owner for damages arising from the condition of her rental unit. The tenant claimed that the owners breached the implied warranty of habitability by:

“failing to properly maintain the property, by failing and refusing to make repairs, and by delaying in making necessary repairs to the Subject Premises after

¹ Exhibit 1. This Exhibit and all other Exhibits referred to in this Hearing Decision other than Exhibit 7, was admitted into evidence without objection.

obtaining knowledge and/or being notified of the conditions of the subject Premises.”²

The tenant alleged in the lawsuit that the failure to make repairs caused the flooding (see First Cause of Action and Sixth Cause of Action.)

On her petition, which the tenant filled out under penalty of perjury, the tenant stated that she first received the RAP Notice from the owner on July 3, 2014. The owners stated on their response, that they first gave the tenant the RAP Notice in December of 2012.

The tenant testified that she has been paying rent in the amount of \$1,167 since June 1, 2015. The owner agreed with this testimony.

Decreased Housing Services:

Displaced for 6 months and Damaged Property: The tenant was not permitted to testify about these things because of lack of jurisdiction (See below.)

Garbage Disposal: The tenant testified that prior to the flood there was a garbage disposal in her kitchen. After the work was done in her unit after the flood there was no longer a disposal. She discovered this in December of 2014 when she, her attorney, Andrew Wolff, and the owner did a “walk through” of the premises and she complained about the loss of the disposal in that meeting and she informed the owner that she wanted him to replace it. A “Move-In/Move-Out Check List” was completed at that walk through and the lack of a garbage disposal is listed.³

The owner testified that he did see that the lack of a garbage disposal was on the “Move-In/Move-Out Checklist” but he was told by the tenant’s attorney that the list was just to document the conditions and was not necessarily requesting a garbage disposal. Other than this list, the owner never received a complaint from the tenant about the lack of a garbage disposal.

Shower Doors: The tenant testified that before the flood there were shower doors in her bathroom shower. When she moved back in there were no longer shower doors. On the day of the pre-move in inspection (and on the first visit she made to the apartment earlier in December of 2014), she complained about the lack of shower doors. The owner said he was not going to replace the shower doors.

The owners testified that the tenant actually came to view the apartment on more than one occasion in December of 2014. On the first occasion, the tenant complained about

² Exhibit 7. The owner objected to the introduction of the *Complaint for Damages* into evidence as it had not been provided by either side 7 days prior to the Hearing. The Hearing Officer requested a copy of the complaint. Since both parties knew about the pending lawsuit, no one was harmed by the introduction of the document into evidence. It was requested by the Hearing Officer to determine whether or not she still had jurisdiction over the tenant’s claims.

³ Exhibit 2, page 1

the lack of a shower door. On the second occasion, which is when the tenant filled out the checklist, she did not complain about the lack of a shower door.

Heating Vent: The tenant testified that because of the construction in her unit the heating vents were very dirty when she moved back in. There is one heating vent on the floor of her unit, which she vacuumed. However, there are two other vents high up on the walls, and she was unable to reach them herself.

Because of how dirty the vent was, she did not turn on the heat at all in the winter of 2015. The tenant testified that she was not cold. She does not know if the temperature in her apartment was ever below 68°.

Mr. Chang testified that the tenant never complained to him about the condition of the heater vent. He did, however, send someone to the unit to respond to the list of problems on the tenant's petition. A handyman was sent to the unit in September of 2015. He was not able to confirm that there were any problems with the heating vent⁴.

Lack of weatherproofing: The tenant testified that when she did her walk through of the premises before moving back in, there was water on the window sill. However, since that day, she has not seen any other water entry. She complained about the moisture on the day of the inspection, but not at any other time.

The owner testified that there was moisture on the window sill on the date of the inspection by the tenant, and he called the contractor who caulked the window before the tenant moved back in.

Additionally, the tenant complained that her living room windows did not close properly beginning from the time she moved into the unit. This condition continued to get worse during the time she was living there. Occasionally, in order to close the window she would have to go outside. To deal with the problem she wouldn't open these windows. About a month ago the owner sent someone to install new handles on the living room windows and they now operate properly.

The tenant testified that she has no problems relating to the security of her windows nor are there any gaps in the windows.⁵

Stove problems: The tenant testified that before the flood she had a working stove. When she returned after the flood there was a different stove in her unit which had been painted over and she was concerned about the paint. She consulted an appliance store and was told that stoves should not be painted and could cause toxins to be released. The tenant complained to the owner about this stove at the walk through and again after she moved in. The owner replaced the stove with a different stove within a few weeks after she complained. This occurred likely in January of 2015.

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⁵ The tenant testified that she did not prepare the list of decreased services that was provided with her Tenant Petition, but that it was prepared by her attorney's office.

The tenant further testified that there was something wrong with this new stove that was provided by the owner in that whenever she tried to “bake” something the stove would operate on “broil”. She complained to the owner who ordered a part for the stove. It was only a few weeks that she had this non-functioning stove. The tenant testified that it was by approximately February of 2015 that the owner had fixed the stove and it has been working correctly ever since.

Mr. and Mrs. Chang testified that the tenant did complain to them about the stove in December of 2014. They replaced the stove in mid-January. Then she complained again about the new stove in March of 2015 and Lapham, who took over management, handled the problem.

Front Screen Door: The tenant testified that she has had a problem with the front door screen not locking since she moved into the unit. The door would swing back and forth and slam. She complained to the owner about this problem in December of 2014, before she moved back into the unit. No action has been taken by the owner.

The tenant testified that she did something to fix this door and it now doesn’t swing back and forth. It is no longer a problem for her.

The owner testified that the tenant never complained to him about the front door screen. The owner also produced a “*Maintenance Request*” from Lapham Company (the current managers of the property) which shows that on May 13, 2015, the tenant filed a request to fix her outside door from slamming.⁶ On September 15, 2015, a repair person reviewed problems in the tenant’s unit and found that the front door screen does lock.⁷ A report from *APT Maintenance*, who performed the repairs, states that “Tech confirmed that screen door latches and locks, tech found latch functional when closed properly.”⁸

Cable Jack: The tenant testified that before she moved out of the unit because of the flood, there were two cable jacks in her unit, one in the living room on the side of her living room opposite the heater and the other in her bedroom. After she moved back in, the cable jack in the living room was adjacent to the heater and the one in the bedroom had been removed. She noticed this change when she moved back into the unit on approximately March 1, 2015. She further testified that at one of the inspections in December she noticed that the cable jack had moved and she complained to Mr. Chang about it and asked him to move it.

The owner testified that the tenant never complained to him about the cable jack.

⁶ Exhibit 4

⁷ Exhibit 3

⁸ Exhibit 6

Phone Jack: The tenant testified that when she moved back into the unit on approximately March 1, 2015, she noticed that her phone jack in the living room, which had worked previously, was no longer working.

The owner testified that the tenant never complained about the phone jack.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Was the rent increase approved in a prior case?

On April 17, 2015, a *Hearing Decision* was issued by the *RAP*, in cases L14-0062, T25-0540, T14-0051 and T15-0046. In those combined cases the Hearing Officer ordered that the rent remained \$1,167 per month and that “The owner may increase the combined rent to a maximum of \$1,233.52 per month after giving the tenant notice pursuant to Civil Code § 827 and providing the tenant with the required form Notice to Tenants.”⁹ The tenant did not appeal this decision and it became final.

On April 23, 2015, the owner sent a rent increase notice pursuant to the Order in the prior case.

The tenant contends that this rent increase is not valid because she had just signed a new lease in December of 2014, and hence, the rent increase was a second increase within a year. However, the Rent Adjustment Ordinance provides that “A rent increase following an owner’s petition is operative on the date the decision is final and following a valid rent increase notice based on the final decision.” O.M.C. § 8.22.070(D)(6). If the tenant believed that the rent increase approved in L14-0062 was a violation of the Ordinance, she needed to appeal that decision.

Allowing a tenant to contest a rent increase after a *Landlord Petition* is granted would in effect give the tenant a second bite of the apple. The Hearing Decision in the prior case is final. The rent increase is valid.

The tenant’s rent, effective June 1, 2015, is \$1,233.52 per month.

When did the tenant first receive the “RAP Notice”?

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy¹⁰ and together with an y notice of rent increase or change in the terms of a tenancy.¹¹ An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until 6 months after the first *RAP Notice* is given.¹²

⁹ See Hearing Decision in combined cases L14-0062 (Chang v. Panganiban), and T14-0540, T14-0051 and T15-0046 (Panganiban v. Chang)

¹⁰ O.M.C. § 8.22.060(A)

¹¹ O.M.C. § 8.22.070(H)(1)(A)

¹² O.M.C. § 8.22.060 (C)

While there was no testimony regarding when the tenant first received the *RAP Notice*, the tenant declared under penalty of perjury in her petition that she received it by July 2014. The owner declared under penalty of perjury that it was served in December of 2012.

As long as the *RAP Notice* was first served at least 6 months prior to the rent increase in question, then the exact date it was served is not necessary to this decision. It is found that the tenant received the *RAP Notice* as least as early as July of 2014.

Are the tenant's claims of decreased housing services timely filed?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹³ and may be corrected by a rent adjustment.¹⁴ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided.

Since a decreased service is, in effect, a rent increase, the general filing limit for RAP Petitions applies: a Petition must be filed within 60 days after receipt of the *RAP Notice* or the knowledge of the existence of a decreased housing service, whichever is later¹⁵. While there is an exception for those conditions of property which get worse over time (like a roof leak), for discrete losses, the time limit applies.

As noted above, the tenant received the *RAP Notice* at least as early as July 2014.

The tenant was notified that she no longer had a garbage disposal or shower doors when she saw the unit in December of 2014. She learned about the loss of the cable jack and the broken phone jack by the time she moved back to the unit on March 1, 2015. The tenant petition was filed on May 20, 2015, longer than 60 days after March 1, 2015 (and obviously far longer than 60 days after the December 2014 inspection). Therefore, the tenant's claims about the garbage disposal, shower doors, cable jack and phone jack are denied as untimely.

Additionally, the tenant testified that the water entry into her windows occurred only on the day she inspected the property in December of 2014. The owners testified that when they saw the water entry they called the contractor and had him repair the windows. A tenant petition must be filed within 60 days after the last date that there was a decrease in housing services.¹⁶ The tenant testified that by the time she moved into the unit on March 1, 2015, there was no more entry of water. Since there was no ongoing problem in the time period after March 21, 2015 (60 days before she filed her petition), her claim is denied.

¹³ O.M.C. § 8.22.070(F)

¹⁴ O.M.C. § 8.22.110(E)

¹⁵ Board Decision in Case No. T09-0086, Lindsey v. Grimsley, et al.

¹⁶ O.M.C. Section 8.22.090(A)(2)

The same is true with respect to the condition of the stove. While at first there was a problem with the stove, the owners corrected the problem by replacing the first stove and then fixing the second stove. The repairs were done before March 21, 2015. Since there was no time in the applicable period during which the tenant had an inoperable stove, this claim is also denied.

The tenant's contention that her failure to timely file should be excused because of "excusable neglect" is not a correct assertion of the law. There is no excusable neglect for failing to bring a timely Tenant Petition.

For those issues that are not untimely, have the tenant's housing services been decreased?

The two remaining issues claimed by the tenant in her petition relate to her front screen door and the heating vent. Neither of these items rise to the level of a decreased housing service. With respect to the front screen door, the tenant testified that it has been a problem since she moved into the unit. However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided. The broken screen door is not a habitability problem and is not a condition different from the beginning of the tenancy.

Additionally, the tenant must give the owner notice of the problems and the opportunity to repair before she is entitled to relief. With respect to the tenant's heating vent, the owner credibly testified that he was never notified about this problem.

The tenant's claims of decreased services are denied.

Does the RAP have jurisdiction over claims of loss of property or damages for having to move out?

The tenant's list of decreased housing services raises concerns about having to move out because of the flood and because of the loss of property from the flood. 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. The court held that the jurisdiction of administrative agencies is limited to those claims that are quantifiable in nature.

The RAP does not have jurisdiction over the tenant's claims for decreased housing services as they relate to the flood and to her loss of property. These are not claims that can be made under the Rent Adjustment Ordinance. While these acts may or may not constitute civil wrongs, these claims must be made in a court of competent jurisdiction.

Additionally, the tenant has already filed a claim about these matters in Superior Court. The *Complaint for Damages* filed against the owners in court raise claims that the owner's failure to maintain the property caused the flooding. The plaintiff seeks unspecified damages for breach of the implied warranty of habitability, breach of quiet

enjoyment, private nuisance, and premises liability amongst other claims. The tenant has ceded these matters to the jurisdiction of the Superior Court. They cannot be litigated in two places. Therefore, the tenant's claims for decreased housing services as they relate to having to move out and related to loss of her property are dismissed.

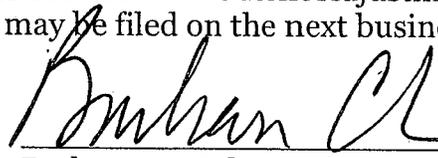
If restitution is owed, what is the tenant's rent?

The tenant's rent is \$1,233.52, effective June 1, 2015. The tenant has underpaid rent since June of 2015 in the amount of \$66.52 a month for a period of 7 months, for a total underpayment of \$465.64. An underpayment of this amount is repaid over a six month period¹⁷ so the rent increase is \$77.60 a month. For now this \$77.60 a month is added to the current legal rent of \$1,233.52 for a total of \$1,311.13 a month. From January of 2016 through June of 2016 the rent will be \$1,311.13 a month. The rent will revert to the current rent of \$1,233.52 in July of 2016.

ORDER

1. Petition T15-0263 is denied.
2. The current rent, effective June 1, 2015, is \$1,233.52.
3. The tenant has underpaid rent in the amount of \$465.64.
4. The tenant's rent is increased by \$77.60 a month, from January 2016-June 2016, to \$1,311.13 a month. The tenant's rent reverts to \$1,233.52 in July of 2016.
5. Nothing in this Order prevents the owner from increasing the rent according to the rules of the Rent Adjustment Program, at any time on or after June 1, 2016, providing the rent increase notices are served pursuant to the Civil Code § 827 and the Rent Adjustment Ordinance.
6. **Right to Appeal:** **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: December 8, 2015


 Barbara M. Cohen
 Hearing Officer
 Rent Adjustment Program

¹⁷ Regulations, Section 8.22.110(F)

PROOF OF SERVICE

Case Number(s): T15-0263

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 **Hearing Decision** by placing a true copy of it in a sealed envelope in 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:

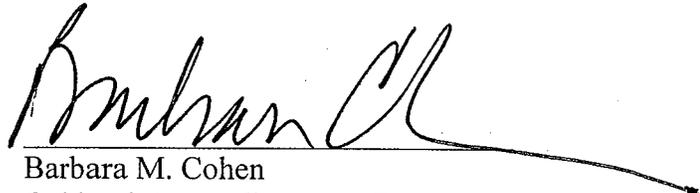
Kim Panganiban
338 Lenox Ave, Apt 2
Oakland, CA 94610

Symon Chang
Patty Chang
1088 Doheny Terrace
Sunnyvale, CA 94085

Gary Cloutier
Law Office of Andrew Wolff
1970 Broadway, Suite 210
Oakland, CA 94612

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 8, 2015, in Oakland, California.


Barbara M. Cohen
Oakland Rent Adjustment Program

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For filing stamp. <div style="text-align: right;"> RENT ADJUSTMENT PROGRAM 2015 JUN 24 PM 3:18 </div>
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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 T15-0263

LANDLORD RESPONSE

Your Name <i>Symon Chang</i> <i>Patty Chang</i>	Complete Address (with zip code) <i>1088 Doherty Terrace</i> <i>Sunnyvale CA 94085</i>	Phone:  Email: <i>symonchang@gmail.com</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s) <i>Kim Panganihan</i>	Complete Address (with zip code) <i>338 Lenox Ave, Apt #2</i> <i>Oakland CA 94610</i>	

Have you paid for your Oakland Business License? Yes No Number 28036474

Have you paid the Rent Program Service Fee? (\$30 per unit) Yes No

There are 15 residential units in the subject building. I acquired the building on 04/10/2012

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

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 on the City of Oakland web site. 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.

Date of Increase	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Debt Service	Fair Return
06/01/15*	<input checked="" 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"/>
	<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"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* Note = Banking increases are per Hearing Decision, dated 4/17/2015 of case L14-0062, Order #3.

II. RENTAL HISTORY If you contest the Rental History stated on the Tenant Petition, state the correct information in this section.

The tenant moved into the rental unit on 11/01/2003

The tenant's initial rent including all services provided was: \$ 895 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" to all of the petitioning tenants? Yes No I don't know

If yes, on what date was the Notice first given? 12/31/2012

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

Date Notice Given (mo./day/year)	Date Increase Effective	Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
4/23/2015	06/01/2015	\$ 1,167.00	\$ 1,233.52	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No L14-0062
12/31/2012	05/01/2013	\$ 1,105.00	\$ 1,167.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No T13-0027
02/28/2012	04/01/2012	\$ 1,050.00	\$ 1,105.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
unknown	04/01/2007	\$ 995.00	\$ 1,050.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
N/A	03/01/2006	\$ 895.00	\$ 995.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
N/A	11/01/2003	\$	\$ 895.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

(see attach Exhibit 4 for more details for rent + parking)

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.

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.



Landlord's Signature

Date:

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), P.O. Box 70243, 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 cannot get an extension of time to file your Response by telephone.**

File Review

You should have received a copy of the petition filed by your tenant with this letter. Copies of **documents attached** to the petition form will not be provided to you. You may review these in the RAP office by appointment. For an appointment to review a file call (510) 238-3721.

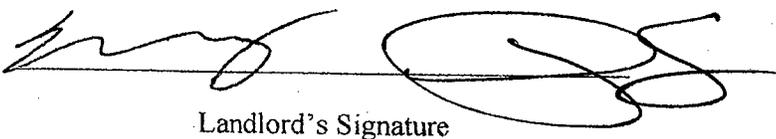
Mediation Program

Your tenant may have offered to mediate his/her complaints. If the tenant signed the mediation section in the copy of the petition mailed to you, they requested mediation. 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 the needs of the parties involved. If you agree to mediation before an RAP staff member trained in mediation, a mediation session will be scheduled before the hearing begins.

If you and the tenant 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. 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.

It is required that both parties agree to mediation in order to have a case mediated. The tenant must have already signed the request for mediation on their petition so be sure to review their signature page of the copy that was provided within your notification package.

If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign and return this form along with your Landlord Response . I agree to have my case mediated by a Rent Adjustment Program Staff member (no charge).


Landlord's Signature

6/23/2015
Date

Response to Case T15-0263

By: Symon Chang and Patty Chang

Date: June 23rd, 2015

Errors on Tenant Petition Application Form

The application form for Tenant Petition by Kim Panganiban for 338 Lenox Ave #2, dated 05/20/2015, (Case T15-0263), contains numerous errors and false information that needs to be clarified.

On Page 2, II. Rental History:

Incorrect: Initial Rent: \$875

The truth: The initial Rent is \$895.00, see Lease Agreement between Wayne Lazarus and Kim Panganiban, dated 11/01/2003 (EXHIBIT 3).

Incorrect: When did the owner first provide you with a written RAP Notice? Date: July 3, 2014.

The truth: The owner Symon Chang and Patty Chang first provided the tenant with a written RAP Notice is on 12/31/2012. See the copy the RAP Notice signed by the tenant on 01/01/2013 (EXHIBIT 5-1).

Note that the tenant has used this RAP Notice as the reason for contesting rent increase on Case T14-0100. The information she has provided for Case T14-0100 Petition (EXHIBIT 5-2), Case L14-0062 Response on 11/10/2014 (EXHIBIT 5-3), Case T14-0540, Case T14-0551, Case T15-0046 and this Case T15-0263 have conflict and inconsistency information on the RAP Notice. This information has demonstrated the tenant's doubtful creditability and the repudiation history. The log of RAP Notice given to this tenant and the copies of the RAP Notice signed by the tenant is attached this response (EXHIBIT 5).

Incorrect: Amount Rent Increased to \$1232.52

The truth: Amount Rent Increase To **\$1,233.52**

Incorrect: List case number(s) of all Petition(s) you have ever filed for this rental unit: T14-0540, T14-0051, T15-0046, and T14-0100.

The truth: There is also a case T13-0027 that the tenant filed for the same rental unit.

On Page 2, III. Description of Decreased or Inadequate Housing Services:

Those 3 boxes are all checked. However, this rent increase is based on the Hearing Decision, dated 04/17/2015, for the case of L14-0062, T14-0540, T14-0051 and T15-0046, Order #3. On Order #5, the tenant's claims of decreased housing services are denied. The tenant should not reclaim those decreased housing services again. The following are detailed explanations for why the tenant claim of "Lost Housing Services and Serious Problems" on the tenant petition case T15-0263 are invalid.

Address to Lost Housing Services and Serious Problems Claims

Item #1 -- Displaced for approximately 6 months (July 2014 to December 2014) and Item #2 -- Lost property due to flooding:

These two items have been addressed on the landlord response on the case of T14-0540, T14-0051 and T15-0046. The tenant is required to vacate the unit solely due to water damage resulting from flood on 07/02/2014 which is an accident outside the control of the owner. To vacate the unit is required for substantial construction works for code enforcement due to the water damage, and such damage was not caused by the acts or the negligence of the owners, or by a preexisting condition. This relocation should have nothing to do with decrease housing services what the tenant is claimed for.

The tenant's personal properties are not the housing services provided by the landlord. The tenant's personal property lost on this water damage incident should be covered by the tenant's renter insurance, instead of landlord's responsibility. While lacking of the renter insurance, the tenant should not claim for the lost housing services to the landlord.

There is no rent charged for the unit from July 2014 to December 13, 2014. Since there is no charged, the tenant's claim on decrease housing services is invalid. The owner has been made all necessary arrangements and best efforts for the relocation legally, in according to the according to the "Oakland Just Cause for Eviction Ordinance" (OMC §8.22.300) and the "Oakland Code Enforcement Relocation Program (OMC §15.60). The owner has paid the relocation benefits of \$2,710 to the residential tenant who must move because of the City's enforcement of housing and building codes, per "Summary of The City of Oakland's Code Enforcement Relocation Ordinance".

Since the relocation benefits have been paid, and there is no rent is charged during the relocation period, it should not be counted as losing services originally provided by the owner. Details of evidences for those facts can be found on the Landlord response for Tenant Petition case T14-0540, T14-0051 and T15-0046. They are not repeated here for this case T15-0263.

Item #3 – Owner took out garbage disposal, Item#4 Window problems, Item #5 – Owner took out shower doors, and Item #7 – Owner replaced brand new stove:

These 4 items all have been address at the hearing on 03/27/2015. The descriptions of these 4 items can be found on the second paragraph on page 3 of the Hearing Decision, dated 04/17/2015. Since these decreased housing services are denied per the order item#5 of the Hearing Decision. Tenant cannot claim these lost of services again. Some of items were shown on the Move-in/Move-out Check List which is an indication of there are existing issues at the tenant move-in on 12/15/2015. Under the Oakland Rent Ordinance, a decrease in housing services is an increase in rent. However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously

affects the habitability of a unit or one that is required to be provided in a contract between the parties¹. Item #3 and Item #5 are not the loss of a service that seriously affects the habitability of a unit, and are not required in both old lease agreement on 11/01/2003 (EXIBIT 3) and new lease agreement on 12/12/2014 (EXIBIT 6).

When the tenant moved back on 12/12/2014, the substantial construction works for code enforcement have been completed, and the lease agreement has resigned (EXIBIT 6). The tenant moved back with new building code upgraded unit where the conditions of the unit have been changed, but the housing services are not reduced, instead the services that are provided to the tenant are increased. The following are some of increased services on 12/12/2014 when the tenant move-back:

1. Provided new energy efficient water heater
2. Provided new low-e energy saving, egress window in the bedroom
3. Provided new R-13 energy saving wall insulation to the exterior walls
4. Provided new soundproof and R-30 energy saving ceiling
5. Provided new range hood in the kitchen and new ventilation in the bathroom
6. Provided water saving toilet and faucet in the bathroom
7. Provided new energy saving lighting for the whole unit that in compliance with 2013 Title-24 CF-6R LGT01
8. Provided new digital thermostat

All of above housing service improvements were built by licensed contractors, and passed the building inspection by the inspectors from building department. When the tenant signed the lease agreement and the move-in move-out checklist on 12/12/2014, it implies that the tenant has accepted the move-in conditions with missing of garbage disposal and shower doors, in exchange to the increase services on above 8 items. Should the tenant does not like the conditions of this brand new unit, she can opt to not accept the conditions, and not move back to the unit. Tenant should not claim for reduce service on these two items after 6 months of move back.

Item#4 Window problems the window in the bedroom is replaced with new low-e energy saving, egress window per requirements on the current 2013 building code. The leaking problem on the bedroom window has been fixed in December 2014.

Item #7 – Owner replaced brand new stove is a false statement. To best of my knowledge, the stove at the unit was not replaced since April 2012, and it was not new. On 01/21/2015, per Tenant's request, a new stove is installed to replace the old one. After that, the tenant called the property management company Lapham for services on the same new stove twice, on 04/02/2015 and on 04/13/2015. All the service requests have closed in one day.

Item 6 – Heater vent is filled with dust, Item 8 – Front screen door doesn't lock, Item 9 – Cable provider was unable to install cable, and Item 10 – Phone jack in living room doesn't work:

¹ Green v. Superior Court, 202 C.A.2d 121 (1974) and Case T12-0047.

All those items are normal maintenance and repair items, the loss of a service that seriously affects the habitability does not apply. Some of those items are not even the landlord's responsibility, such as cleaning the dust, and install the cable. In addition, the tenant never notifies the landlord on any of these problems. It is the first time that the landlord learned the tenant has complains on these issues.

Beginning on April 2015, the landlord has hired the property management company, the Lapham Co., to manage all apartment units at 338-340 Lenox Ave. Since then, Lapham only received two services requests and they all are related to stove mentioned above. There is no services request for other issues from the tenant. On 05/13/2015, Lapham conducted the first annual inspection at 338 Lenox Ave and it asked all tenants to fill out the maintenance request sheet for any items that the tenant would like inspector from Lapham to look at. The tenant at 338 Lenox Ave Apt#2 filled out the maintenance request sheet on 05/13/2015 (EXIBIT 6). However, the sheet does not contain any item that is listed on the page of "Lost Housing Services and Serious Problems" on the tenant petition case T15-0263. This is evidence for that the tenant never notifies the landlord for those so call serious problems and lost housing services problems. Those issues are only used to claim reduce services for rent reduction purpose, and they should be invalid for this rent increase petition.

T15-0263 KM/LM

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	For date stamp 2015 MAY 20 AM 11:29
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

TENANT PETITION

Please print legibly

Your Name KIM PANGANIBAN	Rental Address (with zip code) 338 LENOX AVE #2 OAKLAND, CA 94610	Telephone [REDACTED]
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) SYMON CHENG and PATTY CHANG	Mailing Address (with zip code) 1088 DOHENEY TERRACE SUNNYVALE, CA 94085	Telephone

Number of units on the property: _____

Type of unit you rent (circle one)	House	Condominium	<u>Apartment</u> , Room, or Live-Work
Are you current on your rent? (circle one)	<u>Yes</u>	No	Legally Withholding Rent. You must attach an explanation and citation of code violation.

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. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input checked="" type="checkbox"/>	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/>	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<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) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input checked="" type="checkbox"/>	(f) The housing services I am being provided have decreased. (Complete Section III on following page)
<input type="checkbox"/>	(g) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
<input type="checkbox"/>	(h) The contested increase is the second rent increase in a 12-month period.
<input type="checkbox"/>	(i) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the notice was not filed with the Rent Adjustment Program (effective August 1, 2014).
<input type="checkbox"/>	(j) My rent has not been reduced after the expiration period of the rent increase based on capital improvements.
<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).

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

Date you moved into the Unit: November 1, 2003 Initial Rent: \$ 875 /month

When did the owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)? Date: July 3, 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. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
4/23/15	6/1/15	\$ 1,167	\$ 1232.52	<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 60 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 never got the RAP Notice you can contest all past increases.

T14-0530, T14-0051, T-15-0046

List case number(s) of all Petition(s) you have ever filed for this rental unit: and T14-0100

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 service problems, 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, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include at least the following: 1) a list of the lost housing service(s) or serious problem(s); 2) the date the loss(es) began or the date you began paying for the service(s); and 3) how you calculate the dollar value of lost problem(s) or service(s). Please attach documentary evidence if available.

To have a unit inspected and code violations cited, contact the City of Oakland, Code Compliance Unit, 250 Frank H. Ogawa Plaza, 2nd Floor, Oakland, CA 94612. Phone: (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.

Kemi Payne
Tenant's Signature

05/08/2015
Date

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 Rent Adjustment Program Hearing Officer the same day.

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).

Kemi Payne
Tenant's Signature

05/18/2015
Date

VI. IMPORTANT INFORMATION:

Time to File This form must be **received** at the offices of the City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612 within the time limit for filing a petition set out in the Rent Adjustment Ordinance, Oakland Municipal Code, Chapter 8.22. Board Staff cannot grant an extension of time to file your petition by phone. For more information, please call: (510) 238-3721.

File Review

The owner is required to file a Response to this petition within 35 days of notification by the Rent Adjustment Program. You will be mailed a copy of the Landlord's Response form. Copies of **documents attached** to the Response form will not be sent to you. However, you may review these in the Rent Program office by appointment. For an appointment to review a file call (510) 238-3721; please allow six weeks from the date of filing before scheduling a file 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
- Other (describe): Owner petition

Kim Paniganiban
338 Lenox Ave #2
Oakland, CA 94610

Rent Board Petition

Lost Housing Services and Serious Problems

1. Displaced for approximately six (6) months (July 2014 to December 2014) due to flooding in unit.
2. Lost property due to flooding in the unit (see blow)
3. Owner took out garbage disposal and it was never replaced
4. Lack of weatherproofing
 - a. windows leak when raining
 - b. need to go outside to shut windows
 - c. windows not secure
 - d. gaps in windows
5. Owner took out shower doors and they were never replaced.
6. Heater vent is filled with dust and therefore hazard when turned on.
7. Owner replaced brand new stove (that was not broken) with a broken stove.
8. Front screen door doesn't lock
9. Cable provider was unable to install cable because cable jack was near heater.
10. Phone jack in living room doesn't work.

Lost Property due to flooding in July 2014

1. Bathroom Shelving and toiletries (approximate value \$50)
2. Mattress and box spring (approximate value \$750)
3. Headboard and night stands (approximate value \$500)
4. Clothes and shoes (approximate value \$200)
5. Drapes (approximate value \$100)
6. Lamps (approximate value \$50)
7. Towels (approximate value \$40)

**CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD**

**Regular Meeting
July 28, 2016
7:00 p.m.
City Hall, Hearing Room #1
One Frank H. Ogawa Plaza, Oakland, CA**

DRAFT MINUTES

1. CALL TO ORDER

The HRRRB was called to order at 7:05 p.m. by Board Chair, Jessie Warner.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
Beverly Williams	Homeowner	X		
Ramona Chang	Landlord	X		
Tyfahra Singleton	Tenant			X
Jessie Warner	Homeowner	X		
Noah Frigault	Tenant			X
Karen Friedman	Landlord	X		
Joanne Karchmer	Homeowner	X		
Ubaldo Fernandez	Tenant Alt	X		

Staff Present

Jessica Leavitt	Deputy City Attorney
Connie Taylor	Rent Adjustment Program Manager

3. CONSENT ITEMS

i. Approval of consent items:

J. Karchmer made motion to approve consent items. K. Friedman seconded. The Board voted as follows:

AYE: J. Warner; B. Williams; J. Karchmer

NAY: 0

ABSTAINED: U. Fernandez; R. Chang; K. Friedman

The motion failed.

U. Fernandez made a motion to approve consent items. B. Williams seconded. The Board voted as follows:

AYE: J. Warner; B. Williams; J. Karchmer; U. Fernandez; R. Chang; K. Friedman
NAY: 0
ABSTAINED: 0

The motion carried.

4. OPEN FORUM

Susan Hill

5. NEW BUSINESS

i. Appeal Hearing in consolidated cases:

a. T15-0202; Rodriguez v. Taplin
T15-0203; Lopez v. Taplin

Appearances:

Landlord

Vincent Taplin

Tenant Representative

Martina Cucullu Lim

Rebuttal

Vincent Taplin
Martina Cucullu Lim

Board Discussion

After discussion and questions to both parties, B. Williams made a motion to affirm the Hearing Officer's decisions based on the Hearing Officer's rationale. U. Fernandez seconded. The Board voted as follows:

AYE: U. Fernandez, B. Williams, J. Warner, J. Karchmer, R. Chang, K. Friedman
NAY: 0
ABSTAINED: 0

The motion carried.

- b. T14-0238; Geiser v. Chandler Properties
T15-0428; Geiser v. Chandler Properties

Landlord Board member, Ramona Chang recused herself from these case due to conflict of interest.

Appearances:

Tenant

Brian Geiser

Landlord

Samantha Duval

Rebuttal

Brian Geiser
Samantha Duval

Board Discussion

After discussion and questions to both parties, J. Warner made a motion to remand case T15-0428 to Staff or Hearing Officer for correction of base rent to \$882. J. Karchmer seconded. The Board voted as follows:

AYE: J. Warner, B. Williams, U. Fernandez, K. Friedman, J. Karchmer

NAY: 0

ABSTAINED:0

The motion carried.

J. Karchmer made a motion to remand case T14-0238 for the following reasons:

- 1) Review the proof given by owner that notice was given timely;
- 2) Review calculations of capital improvement pass through;
- 3) Change base rent to \$882.

J. Warner seconded the motion.

U. Fernandez offered the following friendly amendment:

- 1) Determine whether a priority 1 or priority 2 condition existed regarding the electrical problems;
- 2) Review the exhibits and checks listed for quantity beginning on page 6 of the decision.

Friendly amendments were accepted.

After further discussion, the Board voted as follows:

AYE: J. Warner, U. Fernandez, J. Karchmer B. Williams

NAY: K. Friedman

ABSTAINED: 0

The motion carried.

- c. T15-0389; Ullman v. Tse
T15-0390; Hellman et al v. Tse

These cases had to be rescheduled because tenant alternate, U. Fernandez had a conflict of interest and no other tenant members were present on the Board; therefore, there was a lack of quorum. The cases will be rescheduled for next regular Board meeting.

7. ADJOURNMENT

B. Williams made a motion to adjourn. J. Warner seconded. The meeting was adjourned by consensus at 9:05 p.m.