

**CHRONOLOGICAL CASE REPORT  
CONSOLIDATED CASES**

Case Nos.: T15-0536; T15-0539; T15-0540; T15-0541

Case Names: Morgan v. Tang; Gale v. Tang;  
Russ v. Tang; Holt v. Tang

Property Address: 2800 Nicol Avenue, Unit 4, Oakland, CA

Parties: **Tenants:** Jacqueline Russ; Malcom Morgan  
Anthony Holt; Daniel Gale

**Property Owners:** Susan Tang &  
Chao-Hun Tang

**LANDLORD APPEALS:**

<u>Activity</u>	<u>Date</u>
Tenant Petitions filed	October 8, 2015
Landlord Responses filed	October 27, 2015
Hearing Decision issued	March 28, 2016
Landlord Appeals filed	April 15, 2016

2010 APR 15 PM 2:00

<b>City of Oakland</b> <b>Residential Rent Adjustment Program</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		<b>APPEAL</b>	
<b>Appellant's Name</b> CHAO-HUN TANG		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
<b>Property Address (Include Unit Number)</b> 2800 Nicol Ave, Unit 104, Oakland CA 94602			
<b>Appellant's Mailing Address (For receipt of notices)</b> P.O. Box 28152, Oakland CA 94604		<b>Case Number</b> T15-0536	
		<b>Date of Decision appealed</b> 2-28-16	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

2010 APR 15 PM 1:50

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  8. 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 4/13, 20016, 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:

<b>Name</b>	Malcolm Morgan.
<b>Address</b>	2800 Nicol Ave, Unit 104
<b>City, State Zip</b>	Oakland CA 94602
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	Chao Hun Tang	<b>DATE</b>	4/15/16 4/18/16
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**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.

**Nicol #104: Evidence Rebuttal**

**Mr. Morgan Malcom testified that he has a parking spot at the unit that he has been using since he moved in. Yet, we only have 16 parking spaces with 23 units. According to our record, #104 does NOT have a parking space ever since he moved in although the lease said First Come First Serve. There were NOT enough parking spaces for all (23) the tenants who wished to park in the lot. Also, there is no such thing that each of them knows which space belongs to which tenant and that they mutually respect the right of each tenant to park in a particular spot. How could you grant him a parking space now?**

2016 APR 15 PM 1:51

SECURITY PROGRAM

Case # T15-0536

104

**BENSON EZEFOR**  
MALCOLM MORGAN

1. PROPERTY: ("Landlord") and ("Tenant") agree as follows:  
 A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: AVE ART 104 DAKLAND CA 94601 **2800 NCD**  
 B. The Premises are for the sole use as a personal residence by the following named person(s) only: \_\_\_\_\_ ("Premises").  
 C. The following personal property, maintained pursuant to paragraph 11, is included: \_\_\_\_\_

2. TERM: The term begins on (date) 12-15-09 or  (if checked) the personal property on the attached addendum.  
 A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice provided by law. Such notices may be given on any date.  
 B. Lease: and shall terminate on (date) \_\_\_\_\_ at \_\_\_\_\_  AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have in writing extended this agreement or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.  
 A. Tenant agrees to pay \$ 900 per month for the term of the Agreement.  
 B. Rent is payable in advance on the 1st (or  \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.  
 C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.  
 D. PAYMENT: Rent shall be paid by  cash,  personal check,  money order,  cashier check,  other \_\_\_\_\_ to (name) BENSON EZEFOR (phone) \_\_\_\_\_ at (address) P.O. BOX 1570 FREMONT 94536 other location specified by Landlord in writing to Tenant) between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days other than all future Rent shall be paid by  cash,  money order,  cashier check.

4. SECURITY DEPOSIT:  
 A. Tenant agrees to pay \$ 900 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.  
 B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.  
 C. Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.  
 D. No interest will be paid on security deposit unless required by local law.  
 E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to \_\_\_\_\_ shall be paid by  cash,  personal check,  money order,  cashier check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>12/15/09</u> to <u>12/31/09</u> (date)	<u>450.00</u>			
*Security Deposit	<u>900.00</u>			
Other _____				
Other _____				
Total	<u>\$1350</u>			

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

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LANDLORD'S COPY

Tenant's Initials (BEM)  
 Landlord's Initials (BM)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**LATE CHARGE; RETURNED CHECKS:**

200 NIKOL AVE OAK

Date: 12/8/09

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 50.00 or N/A % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

**7. PARKING: (Check A or B)**

A. Parking is permitted as follows: FIRST COME FIRST SERVE

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

**OR  B. Parking is not permitted on the Premises.**

**8. STORAGE: (Check A or B)**

A. Storage is permitted as follows:

The right to storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. Storage is not permitted on the Premises.

**OR  B. Storage is not permitted on the Premises.**

**9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges:**

except WATER & GARBAGE, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

**10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s). (Check all that apply):**

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- D. Other: \_\_\_\_\_

**11. MAINTENANCE:**

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials (MM) (\_\_\_\_\_) (\_\_\_\_\_)  
Landlord's Initials (BE) (\_\_\_\_\_) (\_\_\_\_\_)  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises:

2800 NICOL AVE OAKLAND

Date: 12/8/09

12. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. **PETS:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: \_\_\_\_\_

14. **RULES/REGULATIONS:**  
A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)  
 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_  
OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

15.  (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**  
A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_  
Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)  
 1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_  
OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

16. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 27C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

17. **KEYS; LOCKS:**  
A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_):  
 \_\_\_\_\_ key(s) to Premises,  \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),  
 \_\_\_\_\_ key(s) to mailbox,  \_\_\_\_\_  
 \_\_\_\_\_ key(s) to common area(s),  \_\_\_\_\_  
B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.  
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

18. **ENTRY:**  
A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.  
B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.  
C.  (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

19. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

20. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

21. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials (M.M.) (\_\_\_\_\_)  
Landlord's Initials (BC) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



0 009

Premises: 2800 NICOL AVE OAKLAND

Date: 12/8/09

- 22.  **LEAD-BASED PAINT** (If checked): Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- 23.  **MILITARY ORDNANCE DISCLOSURE**: (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 24.  **PERIODIC PEST CONTROL**: Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 25.  **METHAMPHETAMINE CONTAMINATION**: Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 26. **DATABASE DISCLOSURE**: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 27. **POSSESSION**:
  - A. Tenant is not in possession of the premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
  - B.  Tenant is already in possession of the Premises.
- 28. **TENANT'S OBLIGATIONS UPON VACATING PREMISES**:
  - A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_
  - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
  - C. **Right to Pre-Move-Out Inspection and Repairs as follows**: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 28C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
- 29. **BREACH OF CONTRACT; EARLY TERMINATION**: In addition to any obligations established by paragraph 28, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 30. **TEMPORARY RELOCATION**: Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 31. **DAMAGE TO PREMISES**: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 32. **INSURANCE**: Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own Insurance (renter's Insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's Insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

Tenant's Initials (M.M.) ( \_\_\_\_\_ )

Landlord's Initials (BS) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



0 010

33. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.  
34. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.  
35. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:  
Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

36. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

37. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

38. **MEDIATION:**  
A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.  
B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.  
C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

39. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 38A.

40. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

41. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:**  Interpreter/Translator Agreement (C.A.R. Form ITA);  
 Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

The following ATTACHED supplements are incorporated in this Agreement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

42. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

43. **AGENCY:**  
A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:  
Listing Agent: (Print firm name) \_\_\_\_\_  
is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.  
Leasing Agent: (Print firm name) \_\_\_\_\_  
(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

B. **DISCLOSURE:**  (if checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

44.  **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

45.  **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

Tenant's Initials MM (\_\_\_\_\_)  
Landlord's Initials LB (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Landlord and tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant MALCOLM MORGAN Date 12/15/09  
 Address 2800 NICOL AVE #104 City OAKLAND State CA Zip 94612  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
 Tenant X Malcolm G. Morgan Date 7-23-15  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

46.  **GUARANTEE:** In consideration of the execution of the Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_ Date \_\_\_\_\_  
 Guarantor \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

47. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).

48. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord BENSON EZEKIEL Date 12/15/09  
 (Owner or Agent with authority to enter into this Agreement)  
 Landlord [Signature] Date 12/15/09  
 (Owner or Agent with authority to enter into this Agreement)  
 Landlord Address 36253 KENNEDY DR City FREMONT State CA Zip 94538  
 Telephone 510-565-5177 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**  
 A. Real estate brokers who are not also Landlord under the Agreement are not parties to the Agreement between Landlord and Tenant.  
 B. Agency relationships are confirmed in paragraph 42.  
 C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
 Real Estate Broker (Listing Firm) \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.  
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Published by the California Association of REALTORS®

LR REVISED 1/04 (PAGE 6 OF 6)

LANDLORD'S COPY

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



0 012

2800 NICOL AVE., Oakland CA 94602

16
203

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2016 APR 15 PM 1:54

2016 APR 15 PM 2:08

<b>City of Oakland</b> <b>Residential Rent Adjustment Program</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		<b>APPEAL</b>	
<b>Appellant's Name</b> CHAO HUN TANG		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
<b>Property Address (Include Unit Number)</b> 2800 Nicol Avenue, Unit # 209, Oakland CA 94602			
<b>Appellant's Mailing Address (For receipt of notices)</b> P.O. Box 28152, Oakland CA 94604		<b>Case Number</b> 715-0539 <b>Date of Decision appealed</b> 3/28/16	
<b>Name of Representative (if any)</b> Susan Tang		<b>Representative's Mailing Address (For notices)</b> P.O. Box 28152 Oakland CA 94604	

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 . 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 April 18, 2016, 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:

<b><u>Name</u></b>	Daniel Gale
<b><u>Address</u></b>	2800 Nicol Avenue, unit 209
<b><u>City, State Zip</u></b>	Oakland CA 94602
<b><u>Name</u></b>	
<b><u>Address</u></b>	
<b><u>City, State Zip</u></b>	

	4/15/16 4/18/16
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

**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.

2016 APR 15 09:52

**Nicol #209: Evidence Rebuttal**

Mr. Daniel Gale testified that he moved into unit 209 since February 2008 but the lease said March 1, 2008. He had a car which he parked for free in the parking lot. However, based on the lease, the right to parking is NOT included. With that being said, Mr. Gale owed us parking fee since March 1, 2008.

Mr. Gale testified the right to park on the first come first serve basis and that was also NOT indicated on his lease, We have 16 parking spaces with 23 units. According to our record, #209 does NOT have a parking space included in his lease. There were NOT enough parking spaces for all (23) the tenants who wished to park in the lot. Also, there is no such thing that each of them knows which space belongs to which tenant and that they mutually respect the right of each tenant to park in a particular spot. How could you grant him a parking space now if parking is not even included per his lease?

We own 2800 Nicol Ave. Oakland CA since September 16, 2015. We gave all tenants a Maintenance/Repair Request form on September 16, 2015 and September 22, 2015 (2 times) to complete to let us know what problem or repairs were needed. Mr. Gale has never requested for any maintenance or repair issue. On October 29, 2015, we did an inspection of all units and all units have functional smoke alarms and carbon monoxide. On November 2, 2015 we gave an Addendum To Rental Agreement For Smoke Detectors and Carbon Monoxide Detectors to all tenants to ask them to sign to confirm all smoke detectors and carbon monoxide detectors were functional. Mr. Gale signed the form on November 2, 2015 affirming that. So how could he testify that until approximately mid-January 2016, he did not have a smoke detector or a carbon monoxide detector in his unit? Mr. Gale also said that Mr. Tang came to his door on that day and handed him two combo smoke alarm and carbon monoxide and expected him to hang them himself and that was because Mr. Gale asked for EXTRA alarms and carbon monoxide from Mr. Tang.

On November 2, 2015, we also gave the onsite manager extra smoke alarms and extra carbon monoxide detectors in the event the tenants need one. On November 5, 2015 AEA, Associate of Energy Affordability, inspected all units testing all smoke alarms and carbon monoxide were operable.

2015 APR 15 PM 1:52



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**RESIDENTIAL LEASE OR  
MONTH-TO-MONTH RENTAL AGREEMENT**  
(C.A.R. Form LR, Revised 1/06)

Case # 715-0539  
209

BENSON EZEFOR

DANIEL E. GALE

("Landlord") and  
("Tenant") agree as follows:

**1. PROPERTY:**

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: Redwood Apt  
2800 NICOL AVE #209 OAKLAND CA 94602 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: DANIEL E. GALE
- C. The following personal property, maintained pursuant to paragraph 11, is included: \_\_\_\_\_  
or  (if checked) the personal property on the attached addendum.

**2. TERM:** The term begins on (date) 3-1-08 ("Commencement Date"), (Check A or B):

- A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease: and shall terminate on (date) \_\_\_\_\_ at \_\_\_\_\_  AM  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

**3. RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 850 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or  \_\_\_\_\_ ) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. PAYMENT: Rent shall be paid by  personal check,  money order,  cashier's check, or  other \_\_\_\_\_, to (name) BENSON EZEFOR (phone) 510 565-5777 at (address) 36753 KEYNOLDS DRIVE FREMONT CA 94536 (or at any other location subsequently specified by Landlord in writing to Tenant) between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days MONDAY - SUNDAY. If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by  money order, or  cashier's check.

**4. SECURITY DEPOSIT:**

- A. Tenant agrees to pay \$ 850 as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

**5. MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to shall be paid by  personal check,  money order, or  cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>3-1-08</u> to <u>3-31-08</u> (date)	850	\$ 850	0	
*Security Deposit	850	\$ 850	0	
Other				
Other				
<b>Total</b>	<b>\$ 1,500</b>	<b>\$ 1,500</b>	<b>0</b>	

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

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LR REVISED 1/06 (PAGE 1 OF 6)

Tenant's Initials (D E) (\_\_\_\_\_)  
Landlord's Initials (B E) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 6)**

Agent: \_\_\_\_\_ Broker: \_\_\_\_\_ Prepared using WINForms® software

0 017

Premises: 2500 NICOL AVE OAKLAND, CA 94607 Date: March 1 - 2008

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  \_\_\_\_\_) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 350 or \_\_\_\_\_ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: \_\_\_\_\_  
The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

OR  B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows: \_\_\_\_\_  
The right to storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR  B. Storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_

except WATER & GARBAGE, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (O.A.R. Form MIMO).
- C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  \_\_\_\_\_) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- D. Other: \_\_\_\_\_

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials (JD) (\_\_\_\_\_)  
Landlord's Initials (DE) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



0 018

Premises: 2500 NICOL AVE OAKLAND, CA 94602 Date: March 1<sup>st</sup> 2008

12. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. **PETS:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: \_\_\_\_\_

14. **RULES/REGULATIONS:**  
A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)  
 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_  
OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

15.  (if checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**  
A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_  
Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)  
 1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_  
OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

16. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 27C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

17. **KEYS; LOCKS:**  
A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_):  
 \_\_\_\_\_ key(s) to Premises,  \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),  
 \_\_\_\_\_ key(s) to mailbox,  \_\_\_\_\_  
 \_\_\_\_\_ key(s) to common area(s),  \_\_\_\_\_  
B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.  
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

18. **ENTRY:**  
A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.  
B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.  
C.  (if checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

19. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

20. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

21. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials (   *JS*   ) ( \_\_\_\_\_ )  
Landlord's Initials (   *JS*   ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: 2800 NICOL AVE OAKLAND, CA 94602 Date: March 1<sup>st</sup> 2008

- 22.  **LEAD-BASED PAINT (If checked):** Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- 23.  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 24.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 25.  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 26. **DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.48 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

- 27. **POSSESSION:**
  - A. Tenant is not in possession of the premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
  - B.  Tenant is already in possession of the Premises.

- 28. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
  - A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_
  - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
  - C. **Right to Pre-Move-Out Inspection and Repairs as follows:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 28C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).

- 29. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 28, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

- 30. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

- 31. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

- 32. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

Tenant's Initials (   *JD*   ) (        )  
 Landlord's Initials (   *JB*   ) (        )  
 Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



0 020

Premises: 2800 NICOL AVE OAKLAND, CA 94602 Date: March 1<sup>st</sup> 2005

- 33. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.
- 34. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
- 35. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:  
 Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_

36. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

37. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

- 38. **MEDIATION:**
  - A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
  - B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
  - C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

39. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 38A.

40. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

- 41. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:**  Interpreter/Translator Agreement (C.A.R. Form ITA);  Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

The following ATTACHED supplements are incorporated in this Agreement: \_\_\_\_\_

42. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

- 43. **AGENCY:**
  - A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:  
 Listing Agent: (Print firm name) \_\_\_\_\_  
 is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.  
 Leasing Agent: (Print firm name) \_\_\_\_\_  
 (if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.
  - B. **DISCLOSURE:**  (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

44.  **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

45.  **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

Tenant's Initials (   *JD*   ) ( \_\_\_\_\_ )  
 Landlord's Initials (      ) ( \_\_\_\_\_ )  
 Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



0 021

Premises: 2800 NICOL AVE, OAKLAND, CA 94602 Date: March 1st 2008

- 46. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese. Pursuant to the California Civil Code Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
- 47. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).
- 48. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the premises on the above terms and conditions.

Tenant Dante Cole Date 3/1/08  
 Address 2800 NICOL AVE # 209 City OAKLAND State CA Zip 94602  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**GUARANTEE:** In consideration of the execution of the Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_  
 Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the premises on the above terms and conditions.  
 Landlord BONSAI REALTY Date 3/1/08  
 (Owner or Agent with authority to enter into this Agreement) Manuel Peinado  
 Landlord Address 3653 REYNOLDS DR City FREMONT State CA Zip 94536  
 Telephone 510-567-5199 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**  
 A. Real estate brokers who are not also Landlord under the Agreement are not parties to the Agreement between Landlord and Tenant.  
 B. Agency relationships are confirmed in paragraph 43.  
 C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
 Real Estate Broker (Leasing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.  
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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



2800 NICOL AVE., Oakland CA 94602

16
203

		108	211	102	107	109	212	111		
		9	10	11	12	13	14	15		
210	8								111	212
206	7								110	211
106	6								109	210
202	5								108	209
204	4								107	208
102	3									
207	2									
201	1									
		101	102	103	104	105	106			
		201	202	203	204	205	206	207		

2018 APR 15 PM 1:52

To: All Residents at 2800 Nicol Ave

From : Susan Tang

Effective Date: September 22, 2015

Subject: Please WELCOME **Helen Young** as the Onsite Manager

Action Items on Thursday 9/24 and/or Friday 9/25:

1. Mr. Tang will be coming by to test all unit keys. We will let you know if we need a copy of your keys or not.

2. Please give the following 6 forms to Helen by Thursday 9/24. The forms needed to be signed and dated.

1. Occupancy & Parking Verification
2. Maintenance/Repair Request
3. Notice To Tenants of Residential Rent Adjustment Program
4. House Rules
5. Tenant's Responsibility to "Damage"
6. Mandatory Recycling Addendum

3. I have passed out a "60 days Change of Terms" today in regards to the RENT INCREASE Effective December 1, 2015, and the Parking Fee which is an additional \$120/month. Parking availability is first come first serve. I only have 16 parking spaces but 23 units.

Parking space by the Storage Shed is for Owner and Owner's Agent ONLY. No one else is allowed to park there.

If you are interested in Parking on the premises, let me know, and we will have to sign a Parking Agreement first. Then, you will be given an authorized parking sticker for your identified vehicle. Unauthorized or Illegal Parking Vehicles will be towed at Owner's Expense.

4. For October Rent: If I cannot provide you with a Chase Deposit Card by the end of September, please get a money order or a personal check issued to: SUSAN TANG and give to Helen. PLEASE NO CASH.

**Thank you all for your cooperation. We greatly appreciated it.**

2016 APR 15 PM 1:52

# 24-HOUR NOTICE OF INTENT TO ENTER PREMISES

To: ALL RESIDENTS

Address: 2800 nicol ave. Unit # all  
OAKLAND, CA

Dear Resident:

Please be advised that the Owner/Agent or Owner's/Agent's employee(s) will enter above listed premises on or about (Date/Time) OCTOBER 29, 8AM - 5PM, 2015, during normal business hours for the reason listed below:

- To make necessary or agreed repair(s) and/or improvement(s)
- To exhibit the premises to:  a prospective tenant,  workers and/or contractors
- Other:  
MAINTENANCE & SEMI-ANNUAL INSPECTION

If you have any questions, please don't hesitate to call.

Owner/Agent: FERMIN GOMEZ RUIZ

Date: OCTOBER 23, 2015 Phone: 510-485-2599

2015 APR 15 PM 1:52

**This notice is given in accordance with the provisions of Section 1954 of the California Civil Code.**



209

**ADDENDUM TO RENTAL AGREEMENT FOR  
SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

This document is part of the Lease Agreement dated on NOVEMBER 2, 2015,

between SUSAN TANG, hereinafter called

Owner/Landlord and DANIEL GALE,

Tenant(s) for the property located at: 2800 NICOL AVE,

209 OAKLAND CA 94602  
Apt City State Zip Code

Owner/Landlord and Tenant(s) agree as follows:

1. The premises were delivered to Tenant(s) with installed and functional smoke and carbon monoxide detector devices.
2. Tenant(s) acknowledges the smoke and carbon monoxide detectors were tested; their operation explained by Owner/Landlord at the time of initial occupancy and that the detectors in the unit/home were working properly at that time. Tenant shall perform the manufacturers recommended tests to determine if the smoke and carbon monoxide detectors are operating properly at least once a month.
3. Each Tenant understands that the smoke and carbon monoxide detectors are battery operated and it shall be the Tenant's responsibility to: (a) ensure that the battery is in operating condition at all times; (b) replace the battery as needed; and (c) if after replacing the battery, the smoke and carbon monoxide detector do not work, inform the Owner/Landlord immediately in writing.
4. Tenant must inform the Owner/Landlord immediately in writing of any defect or malfunction or failure of any detectors.
5. In accordance with the law, Tenant shall allow Owner/Landlord access to the premises for the purpose of verifying that all required smoke and carbon monoxide detectors are in place and operating properly or to conduct maintenance service, repair or replacement as needed.
6. Tenant will be charged for any missing or broken smoke or carbon monoxide detectors at time of vacancy.

2015 APR -8 PM 12:54

2015 APR 15 PM 1:52

Daniel E. Gale 11/2/15  
Tenant Date

SUSAN TANG 11/2/15  
Tenant Date

Owner/Landlord/Agent Date



0 026

2016 APR 15 PM 2:03

<b>City of Oakland</b> <b>Residential Rent Adjustment Program</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		<b>APPEAL</b>	
<b>Appellant's Name</b> CHAO-HUN TANG		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
<b>Property Address (Include Unit Number)</b> 2800 Nicol Avenue, unit #205, Oakland CA 94602			
<b>Appellant's Mailing Address (For receipt of notices)</b> P. O. Box 28152, Oakland CA 94604		<b>Case Number</b> 15-0540 <b>Date of Decision appealed</b> 3/28/16	
<b>Name of Representative (if any)</b> Susan Tang		<b>Representative's Mailing Address (For notices)</b> P O Box 28152 Oakland CA 94604	

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.)

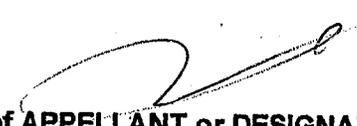
1.  The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. You must identify the Ordinance section, regulation or prior Board decision(s) and specify the inconsistency.
2.  The decision is inconsistent with decisions issued by other hearing officers. 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.

2016 APR 15 PM 1:12

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 18. 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 4/18, 20016, 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:

<b>Name</b>	Jacqueline Russ
<b>Address</b>	2800 Nicol Avenue, Unit 205
<b>City, State Zip</b>	Oakland CA 94602
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>		<b>DATE</b>	4/18/16 4/18/16
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**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.

**Nicol #205: Evidence Rebuttal**

Ms. Jacqueline Russ testified that they moved into unit 205 since October 2009 but the lease said November 15, 2011. They had NO car. The lease indicate one car per unit but we only have 16 parking spaces with 23 units. Accordingly, there were NOT enough parking spaces for all (23) the tenants who wished to park in the lot. Also, there is no such thing that each of them knows which space belongs to which tenant and that they mutually respect the right of each tenant to park in a particular spot. How could you grant them a parking space now?

We own 2800 Nicol Ave. Oakland CA since September 16, 2015. We gave all tenants a Maintenance/Repair Request form on September 16, 2015 and September 22, 2015 (2 times) to complete to let us know what problem or repairs were needed. Ms. Russ had filled in a Maintenance/Repair Request but did NOT report for any missing smoke alarms or carbon monoxide.

Smoke Detector/Carbon Monoxide: On October 29, 2015, we did an inspection of all units and all units have functional smoke alarms and carbon monoxide. On November 2, 2015 we gave an Addendum To Rental Agreement For Smoke Detectors and Carbon Monoxide Detectors to all tenants to ask them to sign to confirm all smoke detectors and carbon monoxide detectors were functional. Ms. Russ signed the form on November 2, 2015 affirming that. So how could she testify that she had only one smoke detector in her bedroom prior to February 2016. On November 2, 2015, we also gave the onsite manager extra smoke alarms and extra carbon monoxide detectors in the event the tenants need one. On November 5, 2015 AEA, Associate of Energy Affordability, inspected all units testing all smoke alarms and carbon monoxide were operable.

Dry Rot Under Sink and Busted Pipes and Broken Bathroom Door: The tenant testified that there was dry rot under the bathroom sink (from broken pipes) when she moved into the unit. The bathroom sink is in a wooden cabinet which had dry rot on the bottom of it. The dry rot was so bad that if she touched it, the wood would collapse. This condition was the subject of a complaint to the Oakland Housing Inspectors, who issued a Notice of Violation in January 25, 2016 Case#1600135. Please see attached Notice of Violation with 2 Building Maintenance: 1. Unapproved installation of "p" trap serving the lavatory, replace. 2. Incomplete repair of the drywall around the bathroom door, repair in an approved manner. Based on the Violation, only the "p" trap and drywall around the bathroom door BUT NO indication of DRY ROT Under Sink and Busted Pipes . If you looked at the photos taken by the City Inspector, you could see that the bathroom door was NOT broken at the time but the bathroom door was only off the hinges AND NO amount of dry rot anywhere. With that being proved, the door was neither broken since she moved in nor were there any sign of dry rot.

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NOTIFICATION

BENSON EZEOKA  
ROBERT PAULOW

\_\_\_\_ ("Landlord") and  
\_\_\_\_ ("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: NICE AVE # 205 OAKLAND CA 94612 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: ROBERT AND JACKIE PAULOW
- C. The following personal property, maintained pursuant to paragraph 11, is included: \_\_\_\_\_  
or  (if checked) the personal property on the attached addendum.

2. TERM: The term begins on (date) 11-15-2011 ("Commencement Date"), (Check A or B):
- A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease: and shall terminate on (date) \_\_\_\_\_ at \_\_\_\_\_  AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have in writing extended this agreement or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
- A. Tenant agrees to pay \$ 900 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or  ) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. PAYMENT: Rent shall be paid by  cash,  personal check,  money order,  cashier check,  other \_\_\_\_\_, to (name) BENSON EZEOKA (phone) \_\_\_\_\_ (or at any address) 2300 NICE AVE on the following days other location specified by Landlord in writing to Tenant) between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days other reason then all future Rent shall be paid by  cash,  money order,  cashier check.

4. SECURITY DEPOSIT:
- A. Tenant agrees to pay \$ 900 as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to \_\_\_\_\_ shall be paid by  cash,  personal check,  money order,  cashier check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>11-15-11</u> to <u>11-30-11</u> (date)	\$ <u>450</u>	\$ <u>450</u>	—	<u>11-30-11</u>
*Security Deposit	\$ <u>900</u>	\$ <u>900</u>	—	—
Other _____	—	—	—	—
Other _____	—	—	—	—
<b>Total</b>	\$ <u>1,350</u>	<u>1,350</u>	—	—

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

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Tenant's Initials (JRP)  
Landlord's Initials (BP)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



A. Tenant acknowledges either the payment of Rent or issuance of a check by Tenant is subject to these terms. Landlord is not responsible for costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  \_\_\_\_\_) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 50 or \_\_\_\_\_% of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**  
 A. Parking is permitted as follows: ONE CAR PER UNIT

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

OR  B. Parking is not permitted on the Premises.

8. **STORAGE: (Check A or B)**  
 A. Storage is permitted as follows:

The right to storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR  B. Storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_ except WATER, GAS AND CABLE which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).  
**(Check all that apply:)**

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  \_\_\_\_\_) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- D. Other: \_\_\_\_\_

11. **MAINTENANCE:**

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials (J R) (K)  
Landlord's Initials (B C) (K)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered sex offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. **PETS:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: NO PETS ALLOWED

14. **RULES/REGULATIONS:**

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

15.  (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

16. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 27C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

17. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_):

- key(s) to Premises,   remote control device(s) for garage door/gate opener(s),
- key(s) to mailbox,  \_\_\_\_\_
- key(s) to common area(s),  \_\_\_\_\_

B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

18. **ENTRY:**

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required to (i) enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C.  (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

19. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

20. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall be null and void and, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

21. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials (JK) \_\_\_\_\_

Landlord's Initials (BE) \_\_\_\_\_

Reviewed by J Date \_\_\_\_\_



- Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form 1001) and a federally approved lead pamphlet.
23.  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.
24.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
25. **DATABASE DISCLOSURE: NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
26. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.  Tenant is already in possession of the Premises.
27. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_.
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move Out Inspection and Repairs as follows:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 27C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
28. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 27, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
29. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
30. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate the Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
31. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
32. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises

Tenant's Initials (JR) \_\_\_\_\_

Landlord's Initials (BE) \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



34. **NOTICE:** Notices may be served at the following address, or at any other local address subsequently designated.  
Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_

35. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

36. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

37. **MEDIATION:**  
A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.  
B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.  
C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to the Agreement.

38. \_\_\_\_\_

39. **CAR FORM:** C.A.R. Form means the specific form referenced or another comparable form.

40. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:** \_\_\_\_\_

The following ATTACHED supplements are incorporated in this Agreement:  Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Interpreter/Translator Agreement (C.A.R. Form ITA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

41. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in the Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of the Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. The Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

42. **AGENCY:**  
A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:  
Listing Agent: (Print firm name) \_\_\_\_\_  
is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.  
Leasing Agent: (Print firm name) \_\_\_\_\_  
(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

B. **DISCLOSURE:**  (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

43.  **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

44.  **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted/translated for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpretation/translation agreement (C.A.R. Form ITA).

45. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated primarily in Spanish, Tenant has been provided a Spanish language translation of this Agreement pursuant to the California Civil Code.

Tenant's Initials (JK) \_\_\_\_\_  
Landlord's Initials (BE) \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Landlord and tenant acknowledge: (a) will not provide legal or tax advice; (b) will not provide legal or tax advice; (c) cannot provide legal or tax advice; (d) will not provide legal or tax advice; (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant Robert and Jackie Butler Date 4/15/2011  
 Address 2900 MELB AVE # 205 City IRVING State TX Zip 75062  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
 Tenant Jacqueline Russ Date 6/22/15  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

46.  **GUARANTEE:** In consideration of the execution of the Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_ Date \_\_\_\_\_  
 Guarantor \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

47. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).

48. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.  
 Landlord BENSON ERECTOR Date 4/15/2011  
 (Owner or Agent with authority to enter into this Agreement)  
 Landlord [Signature] Date 4/15/2011  
 (Owner or Agent with authority to enter into this Agreement)  
 Landlord Address 36753 REMOLDS DRIVE City FREMONT State CA Zip 94536  
 Telephone 510-505-5794 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**  
 A. Real estate brokers who are not also Landlord under the Agreement are not parties to the Agreement between Landlord and Tenant.  
 B. Agency relationships are confirmed in paragraph 42.  
 C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) \_\_\_\_\_ Date \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
 Real Estate Broker (Listing Firm) \_\_\_\_\_ Date \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.  
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Published by the California Association of REALTORS®

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



2800 NICOL AVE., Oakland CA 94602

16
203

		108	211	102	107	109	212	111			
		9	10	11	12	13	14	15			
210	8									111	212
206	7									110	211
106	6									109	210
202	5									108	209
204	4									107	208
102	3										
207	2										
201	1										
		101	102	103	104	105	106				
		201	202	203	204	205	206	207			

2016 APR 15 PM 1:53  
MADRID

# Maintenance/Repair Request

Date: 9-17-15

Resident's Name: Robert Poulan

Address: 2800 NICOL AVE. OAKLAND CA 94602

Apartment # 208

Problem/Repairs Needed:

BATH ROOM DOOR      Blinds OK      Stove OK  
1. Blinds in room  
2. Stove      3. Light fixture in sink

Best time to make repairs: \_\_\_\_\_

*By signing below, I authorize entry into my unit to perform the maintenance/service request above.*

Resident's Signature: Robert Poulan

Resident's Phone # (510) 258-4979

Resident's Email Address: \_\_\_\_\_

### FOR MANAGEMENT USE ONLY:

Scheduled Appointment: \_\_\_\_\_

Service Request Completed By: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Comments: \_\_\_\_\_

2016 APR 15 PM 1:53

Signature Tenant: Upon Completion



To: All Residents at 2800 Nicol Ave

From : Susan Tang

Effective Date: September 22, 2015

Subject: Please WELCOME **Helen Young** as the Onsite Manager

Action Items on Thursday 9/24 and/or Friday 9/25:

1. Mr. Tang will be coming by to test all unit keys. We will let you know if we need a copy of your keys or not.

2. Please give the following 6 forms to Helen by Thursday 9/24. The forms needed to be signed and dated.

1. Occupancy & Parking Verification
2. Maintenance/Repair Request
3. Notice To Tenants of Residential Rent Adjustment Program
4. House Rules
5. Tenant's Responsibility to "Damage"
6. Mandatory Recycling Addendum

3. I have passed out a "60 days Change of Terms" today in regards to the **RENT INCREASE** Effective December 1, 2015, and the **Parking Fee** which is an additional \$120/month. Parking availability is first come first serve. I only have 16 parking spaces but 23 units.

Parking space by the Storage Shed is for Owner and Owner's Agent ONLY. No one else is allowed to park there.

If you are interested in Parking on the premises, let me know, and we will have to sign a Parking Agreement first. Then, you will be given an authorized parking sticker for your identified vehicle. Unauthorized or Illegal Parking Vehicles will be towed at Owner's Expense.

4. For October Rent: If I cannot provide you with a Chase Deposit Card by the end of September, please get a money order or a personal check issued to: SUSAN TANG and give to Helen. PLEASE NO CASH.

**Thank you all for your cooperation. We greatly appreciated it.**

2015 APR 15 PM 1:53

# 24-HOUR NOTICE OF INTENT TO ENTER PREMISES

To: ALL RESIDENTS

Address: 2800 nicol ave. Unit # all

OAKLAND, CA

Dear Resident:

Please be advised that the Owner/Agent or Owner's/Agent's employee(s) will enter above listed premises on or about (Date/Time) OCTOBER 29, 8AM - 5PM, 2015, during normal business hours for the reason listed below:

- To make necessary or agreed repair(s) and/or improvement(s)
- To exhibit the premises to:  a prospective tenant,  workers and/or contractors
- Other:  
MAINTENANCE & SEMI-ANNUAL INSPECTION

If you have any questions, please don't hesitate to call.

Owner/Agent: FERMIN GOMEZ RUIZ

Date: OCTOBER 23, 2015 Phone: 510-485-2599

2015 APR 15 PM 1:53  
COMMUNICATIONS

**This notice is given in accordance with the provisions of Section  
1954 of the California Civil Code.**



205

### ADDENDUM TO RENTAL AGREEMENT FOR SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS

This document is part of the Lease Agreement dated on NOVEMBER 2, 2015,

between SUSAN TANG, hereinafter called

Owner/Landlord and ROBERT AND JACKIE POULAW

Tenant(s) for the property located at: 2800 NICOL AVE

205, OAKLAND Address CA 94602  
Apt City State Zip Code

Owner/Landlord and Tenant(s) agree as follows:

1. The premises were delivered to Tenant(s) with installed and functional smoke and carbon monoxide detector devices.
2. Tenant(s) acknowledges the smoke and carbon monoxide detectors were tested; their operation explained by Owner/Landlord at the time of initial occupancy and that the detectors in the unit/home were working properly at that time. Tenant shall perform the manufacturers recommended tests to determine if the smoke and carbon monoxide detectors are operating properly at least once a month.
3. Each Tenant understands that the smoke and carbon monoxide detectors are battery operated and it shall be the Tenant's responsibility to: (a) ensure that the battery is in operating condition at all times; (b) replace the battery as needed; and (c) if after replacing the battery, the smoke and carbon monoxide detector do not work, inform the Owner/Landlord immediately in writing.
4. Tenant must inform the Owner/Landlord immediately in writing of any defect or malfunction or failure of any detectors.
5. In accordance with the law, Tenant shall allow Owner/Landlord access to the premises for the purpose of verifying that all required smoke and carbon monoxide detectors are in place and operating properly or to conduct maintenance service, repair or replacement as needed.
6. Tenant will be charged for any missing or broken smoke or carbon monoxide detectors at time of vacancy.

2016 APR - 8 PM 12:58

11 AT 09 PM

Jackie Russ 11/2/15  
Tenant Date

\_\_\_\_\_  
Tenant Date

SUSAN TANG 11/2/15

\_\_\_\_\_  
Owner/Landlord/Agent Date

2016 APR 15 PM 1:53



0 040



CITY OF OAKLAND

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

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

[www.oaklandnet.com](http://www.oaklandnet.com)

(510) 238-6402

FAX:(510) 238-2959

TDD:(510) 238-3254

## NOTICE OF VIOLATION

1/25/16

*Certified and Regular mail*

To: Tang Chao H & Susan H

PO Box 28152

Oakland CA 94604

Code Enforcement Case No.: 1600135

Property: 2800 Nicol Av - Unit 205

Parcel Number: 27-859-23-1

Re-inspection Date:2/22/16

Code Enforcement Services inspected your property on 1/22/16 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) marked below are present.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

Photo	Description of Violation	Location	OMC Section
	<b>Property Maintenance</b>		
	<b>Building Maintenance (Code)</b>		
Yes	1.- Unapproved installation of "p" trap serving the lavatory . Replace .	Bathroom	15.08.230.D
Yes	2.- Incomplete repair of the drywall around the bathroom door. Repair in a pproved manner.	Bathroom	15.08.230.O

OK

2016 APR 15 PM 1:53

At this point no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Hugo Barron, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6612 and by email at [hbarron@oaklandnet.com](mailto:hbarron@oaklandnet.com).

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

If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00. The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00. In addition, Priority Lien fees in the amount of \$1,926.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court. Furthermore, this Notice of Violation may be recorded on your property.

**You have a right to appeal** this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within 30 days of the date of this notice, you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

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

**Administrative Hearing Fees**

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

*Fees Include 9.5% Records Management Fee and 5.25% Technology Enhancement Fee*

Sincerely,

  
Hugo Barron  
Specialty Combination Inspector  
Planning and Building Department

2016 APR 15 PM 1:53  
CITY OF OAKLAND  
PLANNING AND BUILDING DEPARTMENT

Enclosures as applicable:

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

cc: 3 of 3

July, 2015  
Scan to: Code Enforcement-Chronology-Abatement Activities



City of Oakland

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Planning and Building Dept  
Bureau of Building  
www.oaklandnet.com

(510) 238-6402  
FAX: (510) 238-2959  
TDD: (510) 238-3254

*Inspector Hugo*

**Request for Service  
Tenant Complaint**

*Barton 510.238.6612*

Property Address: 2800 Nicol Av #205 Date: 1-22-16  
Complaint Number: 1600135

Reported by:  Tenant  Other  
Name: JAMES Day Phone: 517-2630  
Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Night Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Owner: \_\_\_\_\_ Day Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Night Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_

- Investigate:
- |   |  |
|---|--|
| <input type="checkbox"/> Electric – lights/outlets/switch   | <input type="checkbox"/> Peeling paint                         |
| <input type="checkbox"/> Elevator operation                 | <input type="checkbox"/> Plumbing leak                         |
| <input type="checkbox"/> Entry door locks                   | <input type="checkbox"/> Required exit blocked                 |
| <input type="checkbox"/> House sewer blockage               | <input type="checkbox"/> Resident manager (16 or more units)   |
| <input type="checkbox"/> Lack of electric service           | <input type="checkbox"/> Roof leak                             |
| <input type="checkbox"/> Lack of gas service                | <input type="checkbox"/> Stairs/railing/deck                   |
| <input type="checkbox"/> Lack of heat                       | <input type="checkbox"/> Window(s) operation/broken            |
| <input type="checkbox"/> Lack of hot water or water service | <input type="checkbox"/> Other                                 |
| <input type="checkbox"/> Lack of smoke detector             | <input type="checkbox"/> Other <u>toilet and bathroom wall</u> |
- Surface mold present on \_\_\_\_\_ See enclosed brochure for remediation guidelines. (Description required, e.g. bedroom walls)

*Rempection  
2-22-16*

2016 APR 14 11:33  
CITY OF OAKLAND  
PLANNING AND BUILDING DEPARTMENT

**Tenants Only:** I certify that I have notified the owner/manager of the above identified problem(s) and I will allow the owner and/or his/her agents, with proper notice as governed by State law, to enter my unit in order to make all necessary repairs.

Signature: [Signature] Date: 1-22-16

250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, Oakland, CA 94612 Tel: 510.238-6402 TDD 510.238-3542 FAX: 510.238-2959  
Email: www.oaklandnet.com

Scan to: Code Enforcement-Chronology-Abatement Activities

September 2012

Distribution: Owner -White Inspector-Yellow Tenant Copy-Pink



CITY OF OAKLAND

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Planning and Building Department  
Bureau of Building  
[www.oaklandnet.com](http://www.oaklandnet.com)

(510) 238-6402

FAX: (510) 238-2959

## PROPERTY OWNER CERTIFICATION

### CORRECTED OR REMOVED VIOLATIONS

Property: 2800 Nicol Av - Unit 205

Parcel no. 27-859-23-1

Case no.: 1600135

Owner: Tang Chao H & Susan H

Courtesy Notice date:

Re-inspection date:

#### Instructions

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. If applicable, before the Re-inspection date shown at the left, complete and return this signed form with dated photographs of your property to verify the violations were removed or not present:

E-mail: [inspectioncounter@oaklandnet.com](mailto:inspectioncounter@oaklandnet.com)

Facsimile: 510/238-2959

Mail: City of Oakland  
Bureau of Building  
250 Frank H. Ogawa Plaza Suite 2340  
Oakland, CA 94612-2031  
(Envelope enclosed – no postage required)

*I certify that I have corrected the following* violations identified in the Notice of Violation I received from the City of Oakland:

---



---



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### *Property Owner Certification*

Print Name (print) \_\_\_\_\_

Date \_\_\_\_\_

Property Owner Signature \_\_\_\_\_

Day time telephone ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

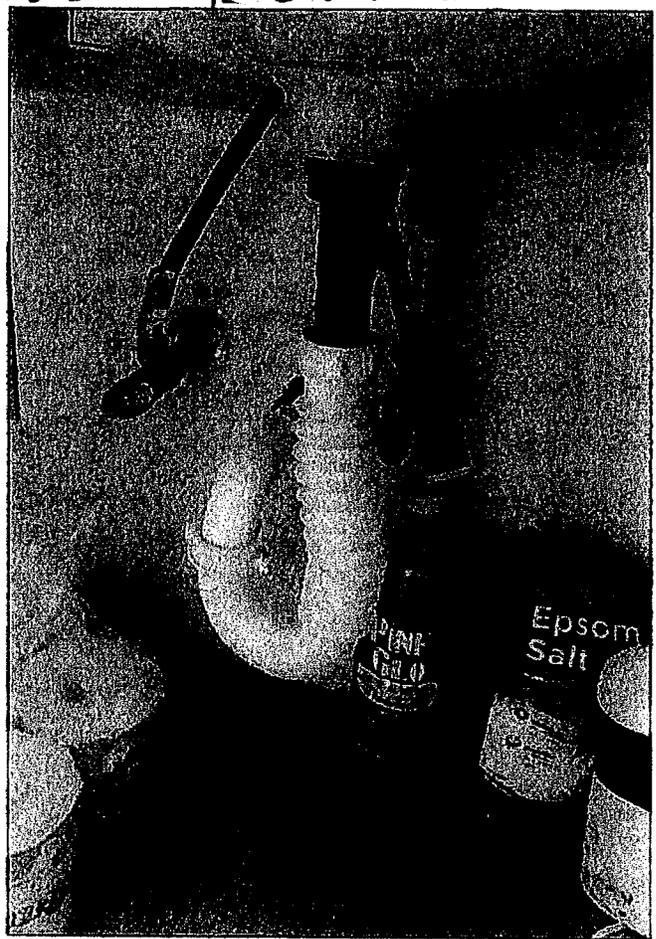
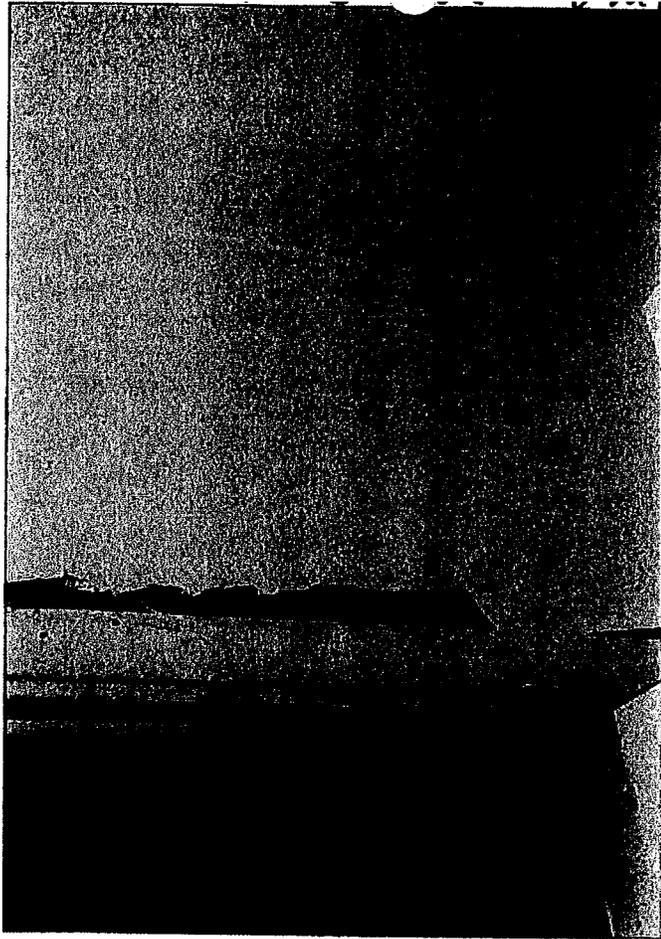
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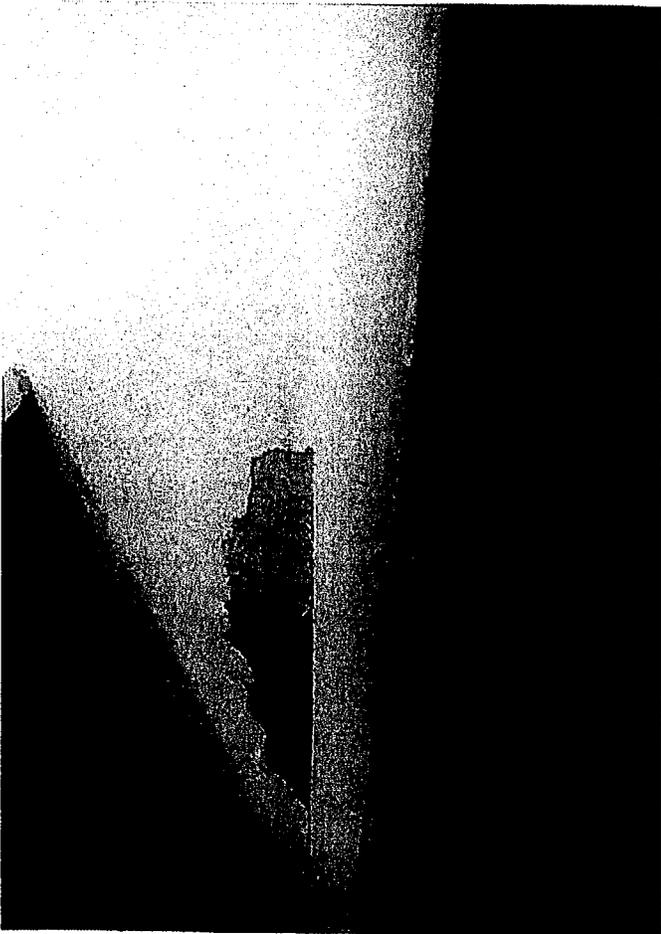
July, 2015

Scan to: Code Enforcement-Chronology-Abatement Activities

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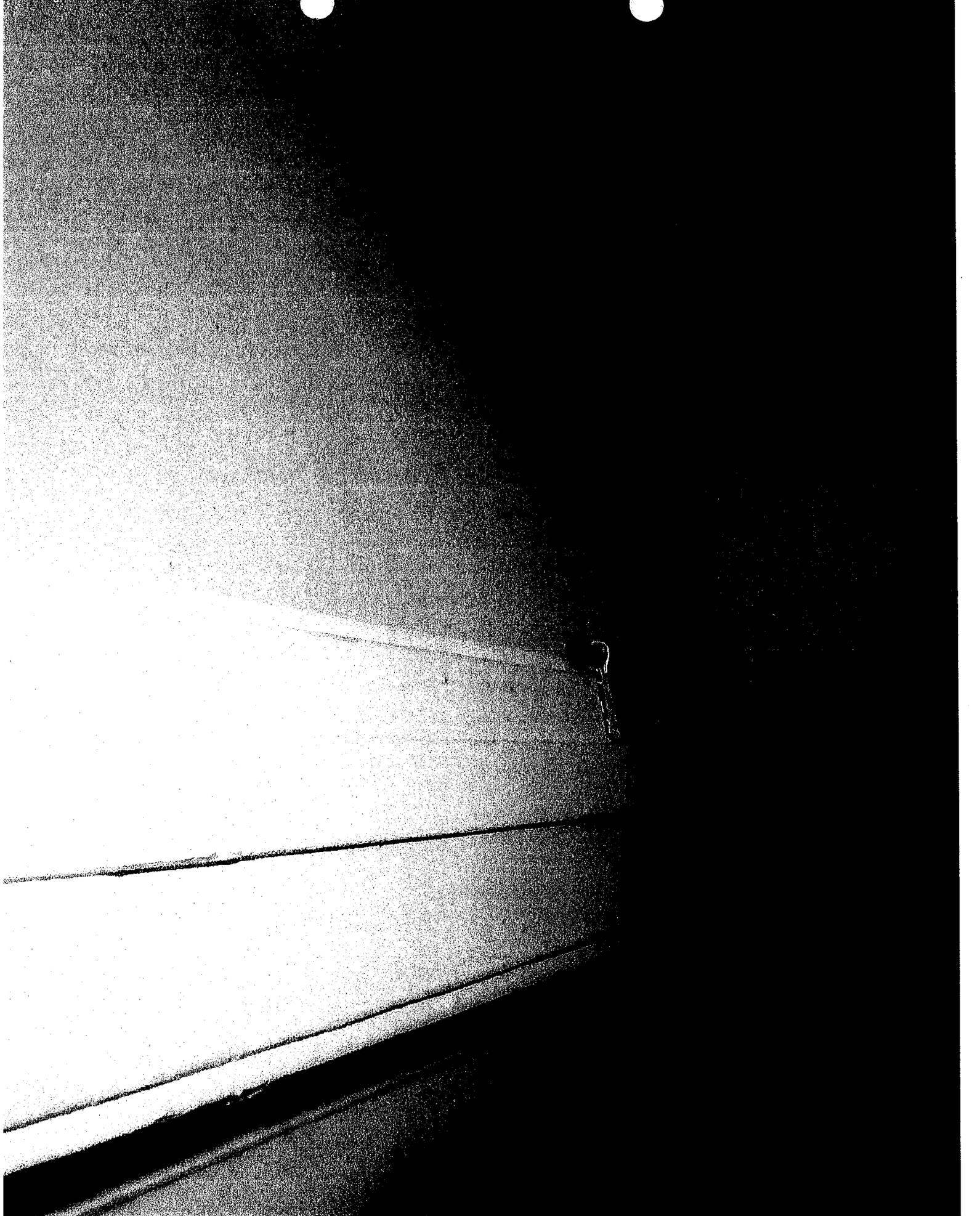


1/22/16



2016 APR 15 PM 1:53

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2015 APR 15 PM 2:09

<b>City of Oakland</b> <b>Residential Rent Adjustment Program</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, California 94612 (510) 238-3721		<b>APPEAL</b>	
<b>Appellant's Name</b> CHAO-HUN TANG		Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/>	
<b>Property Address (Include Unit Number)</b> 2800 Nicol Avenue, Unit # 108, Oakland CA 94602			
<b>Appellant's Mailing Address (For receipt of notices)</b> P.O. Box 28152, Oakland CA 94604		<b>Case Number</b> 15-0541	
		<b>Date of Decision appealed</b> 3/28/16	
<b>Name of Representative (if any)</b> Susan Tang		<b>Representative's Mailing Address (For notices)</b> P.O. Box 28152 OAKLAND CA 94604	

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 . 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 April 8, 2016, 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:

<b>Name</b>	Anthony Holt
<b>Address</b>	2800 Nicol Avenue, unit 108
<b>City, State Zip</b>	Oakland CA 94602

<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

	4/15/16 4/18/16
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

**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.

**Nicol #108: Evidence Rebuttal**

Mr. Anthony Holt testified that he moved into unit 108 since April 2008 and that he owns a car and has parked at no extra charge. However, based on the lease, the right to parking is NOT included. With that being said, Mr. Holt owed us parking fee for the last 3 years.

Mr. Holt testified the right to park on the first come first serve basis and that was also NOT indicated on his lease, We have 16 parking spaces with 23 units. According to our record, #108 does NOT have a parking space included in his lease. There were NOT enough parking spaces for all (23) the tenants who wished to park in the lot. Also, there is no such thing that each of them knows which space belongs to which tenant and that they mutually respect the right of each tenant to park in a particular spot. How could you grant him a parking space now if parking is not even included per his lease?

We own 2800 Nicol Ave. Oakland CA since September 16, 2015. We gave all tenants a Maintenance/Repair Request form on September 16, 2015 and September 22, 2015 (2 times) to complete to let us know what problem or repairs were needed. Mr. Holt has never requested for any maintenance or repair issue. On October 29, 2015, we did an inspection of all units and all units have functional smoke alarms and carbon monoxide. On November 2, 2015 we gave an Addendum To Rental Agreement For Smoke Detectors and Carbon Monoxide Detectors to all tenants to ask them to sign to confirm all smoke detectors and carbon monoxide detectors were functional. Mr. Holt signed the form on November 2, 2015 affirming that. So how could he testify that Mr. Tang has never seen the installed unit in his apartment. On November 2, 2015, we also gave the onsite manager extra smoke alarms and extra carbon monoxide detectors in the event the tenants need one. According to our onsite manager, Mr. Holt took extra one from her and he turned around testifying that since it remains in the plastic bag on his table, smoke alarm was not installed. On November 5, 2015 AEA, Associate of Energy Affordability, inspected all units testing all smoke alarms and carbon monoxide were operable.

2016 APR 15 PM 1:52



Case # T15-0541

108

BENSON EZEOTOR  
ANTHONY HOLT

(“Landlord”) and (“Tenant”) agree as follows:

- PROPERTY:**
  - Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: Redwood Apts 2800 Nicol Ave # 108 Oakland, CA 94602 (“Premises”).
  - The Premises are for the sole use as a personal residence by the following named person(s) only: Anthony Holt
  - The following personal property, maintained pursuant to paragraph 11, is included: \_\_\_\_\_ or  (if checked) the personal property on the attached addendum.
- TERM:** The term begins on (date) 01 April 2008 (“Commencement Date”), (Check A or B):
  - Month-to-Month:** and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
  - Lease:** and shall terminate on (date) \_\_\_\_\_ at \_\_\_\_\_  AM  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have in writing extended this agreement or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
- RENT:** “Rent” shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
  - Tenant agrees to pay \$ 850.00 per month for the term of the Agreement.
  - Rent is payable in advance on the 1st (or  \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.
  - If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month’s Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
  - PAYMENT:** Rent shall be paid by  cash,  personal check,  money order,  cashier check,  other \_\_\_\_\_ to (name) BENSON EZEOTOR (phone) (510) 565-5799 at (address) 36753 REYNOLDS DR. FREMONT, CA 94536 (or at any other location specified by Landlord in writing to Tenant) between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days Monday through Sunday. If any payment is returned for non-sufficient funds (“NSF”) or other reason then all future Rent shall be paid by  cash,  money order,  cashier check.
- SECURITY DEPOSIT:**
  - Tenant agrees to pay \$ 850.00 as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner’s Broker’s trust account.
  - All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant’s default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH’S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
  - Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
  - No interest will be paid on security deposit unless required by local law.
  - If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner’s Broker’s trust account, and Broker’s authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
- MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to \_\_\_\_\_ shall be paid by  cash,  personal check,  money order,  cashier check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>01 Apr 2008</u> to <u>30 Apr 2008</u> (date)	<u>\$850.00</u>	<u>\$850.00</u>	<u>0</u>	
*Security Deposit	<u>\$850.00</u>	<u>\$500.00</u>	<u>350.00</u>	<u>30 April 2008</u>
Other _____				
Other _____				
<b>Total</b>	<u>\$1700.00</u>	<u>\$1350.00</u>	<u>350.00</u>	

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months’ Rent for unfurnished premises, or three months’ Rent for furnished premises.

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Tenant’s Initials (AAH) (\_\_\_\_\_)  
Landlord’s Initials (BE) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 50.00 or \_\_\_\_\_ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: \_\_\_\_\_

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- OR  B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows: \_\_\_\_\_

The right to storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR  B. Storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges:

except WATER & GARBAGE, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- D. Other: \_\_\_\_\_

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials (DL) (\_\_\_\_\_) (\_\_\_\_\_)  
 Landlord's Initials (BE) (\_\_\_\_\_) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**13. PETS:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: \_\_\_\_\_

**14. RULES/REGULATIONS:**  
**A.** Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.  
**B. (If applicable, check one)**  
 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_  
 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

**15. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**  
**A.** The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.  
**B. (Check one)**  
 1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_  
 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

**16. ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 27C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

**17. KEYS; LOCKS:**  
**A.** Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_):  
 \_\_\_\_\_ key(s) to Premises,  \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),  
 \_\_\_\_\_ key(s) to mailbox,  \_\_\_\_\_  
 \_\_\_\_\_ key(s) to common area(s),  \_\_\_\_\_  
**B.** Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.  
**C.** If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

**18. ENTRY:**  
**A.** Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.  
**B.** Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required to (i) enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.  
**C.**  (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

**19. SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

**20. ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall be null and void and, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

**21. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials (   *MS*   ) ( \_\_\_\_\_ )  
Landlord's Initials (   *BE*   ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



22.  **LEAD-BASED PAINT (if checked):** Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
23.  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.
24.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
25. **DATABASE DISCLOSURE: NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
26. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.  Tenant is already in possession of the Premises.
27. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_.
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move Out Inspection and Repairs as follows:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 27C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
28. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 27, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
29. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
30. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate the Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
31. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
32. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant's Initials (   *HT*   )  
 Landlord's Initials (   *RS*   )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



33. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

34. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:  
Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_

35. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

36. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

37. **MEDIATION:**

- A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to the Agreement.

38. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 37A.

39. **CAR FORM:** C.A.R. Form means the specific form referenced or another comparable form.

40. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:** \_\_\_\_\_

The following ATTACHED supplements are incorporated in this Agreement:  Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Interpreter/Translator Agreement (C.A.R. Form ITA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

41. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in the Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of the Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. The Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

42. **AGENCY:**

A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:  
 Listing Agent: (Print firm name) \_\_\_\_\_  
 is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.  
 Leasing Agent: (Print firm name) \_\_\_\_\_  
 (if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

B. **DISCLOSURE:**  (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

43.  **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

44.  **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted/translated for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpretation/translation agreement (C.A.R. Form ITA).

45. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated primarily in Spanish, Tenant has been provided a Spanish language translation of this Agreement pursuant to the California Civil Code.

Tenant's Initials (\_\_\_\_\_) (\_\_\_\_\_)  
Landlord's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant ANTHONY HOLT Date 4/1/08  
 Address 2800 NILES AVENUE City DALLAS State TX Zip 75202  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
 Tenant [Signature] Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

46.  **GUARANTEE:** In consideration of the execution of the Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_  
 Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

47. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).

48. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.  
 Landlord PENSON EZEKIAL Date 4/1/08  
 (Owner or Agent with authority to enter into this Agreement)  
 Landlord [Signature] Date 4/1/08  
 (Owner or Agent with authority to enter into this Agreement)  
 Landlord Address 36753 REMOLDS DR City FREMONT State CA Zip 94602  
 Telephone 510-555-5799 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**  
 A. Real estate brokers who are not also Landlord under the Agreement are not parties to the Agreement between Landlord and Tenant.  
 B. Agency relationships are confirmed in paragraph 42.  
 C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
 Real Estate Broker (Listing Firm) \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.  
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2800 NICOL AVE., Oakland CA 94602

16
203

		108	211	102	107	109	212	111			
		9	10	11	12	13	14	15			
210	8									111	212
206	7									110	211
106	6									109	210
202	5									108	209
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201	1										
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		201	202	203	204	205	206	207			

2016 APR 15 PM 1:54

To: All Residents at 2800 Nicol Ave

From : Susan Tang

Effective Date: September 22, 2015

Subject: Please WELCOME **Helen Young** as the Onsite Manager

Action Items on Thursday 9/24 and/or Friday 9/25:

1. Mr. Tang will be coming by to test all unit keys. We will let you know if we need a copy of your keys or not.

2. Please give the following 6 forms to Helen by Thursday 9/24. The forms needed to be signed and dated.

1. Occupancy & Parking Verification
2. Maintenance/Repair Request
3. Notice To Tenants of Residential Rent Adjustment Program
4. House Rules
5. Tenant's Responsibility to "Damage"
6. Mandatory Recycling Addendum

3. I have passed out a "60 days Change of Terms" today in regards to the RENT INCREASE Effective December 1, 2015, and the Parking Fee which is an additional \$120/month. Parking availability is first come first serve. I only have 16 parking spaces but 23 units.

Parking space by the Storage Shed is for Owner and Owner's Agent ONLY. No one else is allowed to park there.

If you are interested in Parking on the premises, let me know, and we will have to sign a Parking Agreement first. Then, you will be given an authorized parking sticker for your identified vehicle. Unauthorized or Illegal Parking Vehicles will be towed at Owner's Expense.

4. For October Rent: If I cannot provide you with a Chase Deposit Card by the end of September, please get a money order or a personal check issued to: SUSAN TANG and give to Helen. PLEASE NO CASH.

**Thank you all for your cooperation. We greatly appreciated it.**

2015 APR 15 PM 1:54  
COMMUNITY PROPERTY

# 24-HOUR NOTICE OF INTENT TO ENTER PREMISES

To: ALL RESIDENTS

Address: 2800 nicol ave. Unit # all

OAKLAND, CA

Dear Resident:

Please be advised that the Owner/Agent or Owner's/Agent's employee(s) will enter above listed premises on or about (Date/Time) OCTOBER 29, 8AM - 5PM, 2015, during normal business hours for the reason listed below:

- To make necessary or agreed repair(s) and/or improvement(s)
- To exhibit the premises to:  a prospective tenant,  workers and/or contractors
- Other:  
MAINTENANCE & SEMI-ANNUAL INSPECTION

If you have any questions, please don't hesitate to call.

Owner/Agent: FERMIN GOMEZ RUIZ

Date: OCTOBER 23, 2015 Phone: 510-485-2599

2015 OCT 15 PM 1:54  
COMMUNICATIONS DEPARTMENT

**This notice is given in accordance with the provisions of Section  
1954 of the California Civil Code.**



**ADDENDUM TO RENTAL AGREEMENT FOR  
SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

This document is part of the Lease Agreement dated on 11-2, 2015,

between SUSAN TANG, hereinafter called

Owner/Landlord and ANTHONY HOLT,

Tenant(s) for the property located at: 2800 NICOL AVE,

108, OAKLAND Address CA 94602  
Apt City State Zip Code

Owner/Landlord and Tenant(s) agree as follows:

1. The premises were delivered to Tenant(s) with installed and functional smoke and carbon monoxide detector devices.
2. Tenant(s) acknowledges the smoke and carbon monoxide detectors were tested; their operation explained by Owner/Landlord at the time of initial occupancy and that the detectors in the unit/home were working properly at that time. Tenant shall perform the manufacturers recommended tests to determine if the smoke and carbon monoxide detectors are operating properly at least once a month.
3. Each Tenant understands that the smoke and carbon monoxide detectors are battery operated and it shall be the Tenant's responsibility to: (a) ensure that the battery is in operating condition at all times; (b) replace the battery as needed; and (c) if after replacing the battery, the smoke and carbon monoxide detector do not work, inform the Owner/Landlord immediately in writing.
4. Tenant must inform the Owner/Landlord immediately in writing of any defect or malfunction or failure of any detectors.
5. In accordance with the law, Tenant shall allow Owner/Landlord access to the premises for the purpose of verifying that all required smoke and carbon monoxide detectors are in place and operating properly or to conduct maintenance service, repair or replacement as needed.
6. Tenant will be charged for any missing or broken smoke or carbon monoxide detectors at time of vacancy.

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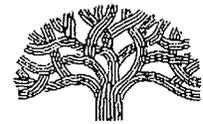
[Signature] 11/2/15  
Tenant Date

SUSAN TANG 11/2/15  
Tenant Date

Owner/Landlord/Agent Date

2016 APR 15 PM 1:54





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:** T15-0535, McRay v. Tang (Apt. 203)  
T15-0536, Morgan v. Tang (Apt. 104)  
T15-0539, Gale v. Tang (Apt. 209)  
T15-0540, Russ v. Tang (Apt. 205)  
T15-0541, Holt v. Tang (Apt. 108)

**PROPERTY ADDRESS:** 2800 Nicol Ave, Oakland, CA

**DATE OF HEARING:** February 26, 2016

**DATE OF INSPECTION:** February 29, 2016

**DATE OF DECISION:** March 28, 2016

**APPEARANCES:** Jacqueline Russ (Tenant, Apartment 205)  
Malcolm Morgan (Tenant, Apartment 104)  
Justin McRay (Tenant, Apartment 203)  
Anthony Holt (Tenant Apartment 108)  
Daniel Gale (Tenant Apartment 209)  
James Martin (Tenant Apartment 207)  
Susan Tang (Owner)  
Chao-Hun Tang (Owner)

## **SUMMARY OF DECISION**

The tenants' petitions contesting the rent increases are granted. The tenants' petitions contesting decreased housing services are granted in part. The legal rent for the units are set forth in the order below.

## **CONTENTIONS OF THE PARTIES**

Tenant Justin McRay (Apartment # 203), Malcolm Morgan (Apartment # 104), Daniel Gale (Apartment # 209), Jacqueline Russ (Apartment #205), and Anthony Holt (Apartment # 108), each filed petitions contesting rent increases on the ground that the

increases exceed the Consumer Price Index (CPI) Adjustment, are unjustified or are greater than 10%.

Additionally, Tenant McRay claimed that his housing services had decreased due to the refusal of the owner to accept rental payments made to the onsite manager. Tenant Gale claimed that his housing services had decreased due to an addition of a parking charge, and that there were no smoke alarms or carbon monoxide detectors in his unit. Tenant Russ claimed that her housing services had decreased due to dry rot under the bathroom sink, broken bathroom door, busted pipes, no smoke detectors, a broken stove and no bedroom blinds. Tenant Holt claimed that his housing services had decreased due to an addition of a parking charge and that there were no smoke alarms or carbon monoxide detectors in his unit.

Tenant's Holt and Gale additionally requested that all units be inspected so that they could get their deposits back.

The owner filed a timely response to all the petitions claiming that the rent increases were justified by fair return. Additionally, the owner stated that the first time the tenants were served with the *RAP Notice* was in September of 2015. At the Hearing, the owner contended that the rents were increased based on banking.

### **THE ISSUES**

- (1) When, if ever, were the tenants first served with the *RAP Notice*?
- (2) Were the rent increase notices valid?
- (3) Can the owner increase the rent for parking separate from the rent charged for the apartments?
- (4) Can the owner's justifications for the rent increase be considered?
- (5) Have any of the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?
- (6) What restitution, if any, is owed between the parties and how does it impact the rent?

### **EVIDENCE**

#### **Rent History, Rent Increases and the *RAP Notice*:**

Tenant McRay: Tenant Justin McRay testified that he moved into Apartment 203 in the subject building in December of 2011 at an initial rent of \$850 a month inclusive of parking. He was not given the *RAP Notice* when he moved in. His rent was never increased until the building was purchased by Susan and Chao Hun Tang.

On approximately September 22, 2015, he found posted on his door a rent increase notice purporting to increase his rent from \$850-\$893 a month, plus an additional \$120 monthly charge for parking. This rent increase notice included a *RAP Notice*. This was

the first time he was served a *RAP Notice*. He has continued to pay \$850 a month, and will continue to do so until he gets a Hearing Decision in this matter<sup>1</sup>.

The tenant further testified that his original lease provided that he had the right to park on a first come first serve basis in the available parking lot at no extra charge. All the tenants who have cars corroborated that the practice of the prior owner, since they each moved in to the subject units, was that there were enough parking spaces for those tenants with cars, and each tenant has a particular place that they each park their cars.

Tenant McRay further testified that he had a dispute with the owner about how he paid his rent. This was listed as an issue by the tenant on his list of decreased services that was sent to the RAP in response to a deficiency letter sent to the tenant. Because the owner had not had adequate time to review the tenant's list, the matter was put over to allow the owner to review the document. After the Hearing was adjourned McRay informed the RAP that he and the owner worked out the details about payment of rent and he withdrew that portion of his claim.

Tenant Morgan: Tenant Malcolm Morgan testified that he moved into unit 104 in the subject building in December of 2009 at an initial rent of \$900 a month.<sup>2</sup> On approximately September 22, 2015, a rent increase notice was posted on his door, purporting to increase his rent from \$900 to \$945.90, and to require an additional payment of \$120 a month for parking.<sup>3</sup> He was not provided a *RAP Notice* prior to being given September 22, 2015, rent increase.

Similar to Mr. McRay, Morgan testified that he has a parking spot at the unit that he has been using since he moved in. He has never paid any additional money for parking. He had permission of the prior owner to park in the parking lot.

Morgan further testified that he has continued to pay rent of \$900 a month and will continue to do so until he gets a Hearing Decision.

Tenant Gale: Tenant Daniel Gale testified that he moved into unit 209 in February of 2008 at an initial rent of \$850 a month. He was never served with the *RAP Notice* prior to getting the rent increase at issue. On about September 22, 2015, he was served with a rent increase notice, purporting to increase his rent from \$850 to \$893 a month, effective December 1, 2015. This was posted on the door and not served by mail. The rent increase notice was served with the *RAP Notice*.<sup>4</sup>

When he moved in he had a car, which he parked for free in the parking lot. There are 23 units in the building, and 16 spots in the parking lot. At the moment Mr. Gale no longer has a car but is still objecting to the additional cost for parking, as he plans to have a car in the future.

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<sup>1</sup> Tenant McRay testified that there was an issue with the owner not receiving his February rent, which he had mailed.

<sup>2</sup> Exhibit 4, page 1

<sup>3</sup> Exhibit 4, page 2

<sup>4</sup> Exhibit 5

Tenant Russ: Tenant Jacqueline Russ testified that she moved into unit 205 in the subject building in October of 2009 at an initial rent of \$900 a month. She moved into the unit with Robert Pollow, whose name is on the lease.<sup>5</sup> The lease shows an initial rent of \$900 a month. (The tenant is listed as Jackie Pollow). She did not receive the *RAP Notice* when she moved in, or at any time before the contested rent increase.

The tenant was served with a rent increase notice on September 22, 2015, purporting to increase her rent from \$900 to \$945.90 a month, effective December 1, 2015<sup>6</sup>. The rent increase notice was posted on her door. It included a *RAP Notice*. The tenant did not testify as to how much money she has paid since the rent increase in question.

Tenant Holt: Tenant Anthony Holt testified that he moved into unit 108 in the subject building in April of 2008 at an initial rent of \$850 a month. He did not get the *RAP Notice* from the old owner at any time. He owns a car and has owned one since he moved into the unit and has parked, at no extra charge, in the same spot since he moved into the building.

On or about September 22, 2015, Mr. Holt found a *60 Day Notice to Change the Terms of Your Rental Agreement* on his front door. This document purported to increase his rent from \$850 to \$893 a month. It also added an additional \$120 a month for parking. The tenant has continued to pay the old rent of \$850 a month.

The owner Chao-Hun Tang testified that Mr. Holt's lease did not include the right to park in the parking lot. This document was not produced.

All the tenants testified that the right to park on a first come first serve basis was included in their lease, that there were enough parking spaces for all the tenants who wished to park in the lot, that each of them knows which space belongs to which tenant and that they mutually respect the right of each tenant to park in a particular spot, and that they have never paid for parking.

As to all the tenants, Susan Tang testified that it is her practice to attempt to serve the rent increases in person, but if no one is there, to post them on the tenants' doors. She does not send them by mail if she posts the notices. Additionally, she testified that she had no evidence that the tenants were ever served with the *RAP Notice* prior to the rent increase she served in September of 2015.

#### Decreased Housing Services:

Mr. Gale: Tenant Gale testified that until approximately mid-January 2016, he did not have a smoke detector or a carbon monoxide detector in his unit. Mr. Tang came to his door on that day and handed him two appliances, a combination carbon monoxide and smoke detector for the living room and a smoke detector for the bedroom and expected

<sup>5</sup> Exhibit 6. Note that the lease is dated November 15, 2011.

<sup>6</sup> Exhibit 6, page 2

him to hang them himself (which he did). Gale had complained to the prior owner about the lack of a smoke detector but no action was taken.

Ms. Russ: Tenant Russ testified as to the following decreased services:

Dry Rot Under Sink and Busted Pipes: The tenant testified that there was dry rot under the bathroom sink (from broken pipes) when she moved into the unit. She complained to the prior owner about it soon after she moved in. The bathroom sink is in a wooden cabinet. The wooden cabinet had dry rot on the bottom of it. The dry rot was so bad that if she touched it the wood would collapse. This condition was the subject of a complaint to the Oakland Housing Inspectors, who issued a *Notice of Violation* in January of 2016. The owner has since repaired the problem about a week before the hearing.

The owner testified that there were no busted pipes under the sink, that instead, they were required to change the pipes because the pipes that were there were not made of the correct material. This was repaired within a week of receiving the *Notice of Violation*.

Broken Bathroom Door: The tenant testified that the bathroom door was all the way off the hinges and had a substantial amount of dry rot. This has been going on since she moved in, and she complained to the prior owner. This was also listed on the *Notice of Violation*. The owner repaired it at the same time he repaired the sink.

Mr. Chao-Hun Tang testified that he did not learn about the initial *Notice of Violation* which was issued in January of 2016. He discovered the *Notice* in February 2016 when he came to the City to see a friend of his who works here. He just so happened to ask whether there had been any complaints about his property and this friend printed the *Notice of Violation* out for him. He later testified that he got the *Notice* on January 15, 2016. He further testified that it was the tenant's son who damaged the door.

The tenant denied that her son damaged the door and claimed that the door had been broken since she moved in because of significant dry rot. Neither the tenant nor the owner provided the actual *Notice of Violation* from the City of Oakland.

Smoke Detectors: The tenant testified that she did have one smoke detector in her unit prior to February of 2016 (in her bedroom). She complained about the absence of the correct number of detectors and a carbon monoxide detector to the prior owner. These were installed by the workers who did the work in her unit in February of 2016.

The owners testified that the units were all inspected when they purchased the building and there were smoke detectors present. The owners also testified that the tenant was provided with smoke detectors.

Broken Stove: The tenant testified that only one of the burners on her stove works. She complained to the prior owner multiple times and to the new owner when they purchased the building in September 2015.

The owner denied that the stove was broken. He claimed that he has inspected it but that there was nothing wrong other than that the tenant does not want to clean it.

At the Inspection by this Hearing Officer, the electric stove was turned on. Each burner except one of them produced a significant amount of smoke after the burner was turned on. The cause of the smoke was unclear. After a few moments the smoke abated. Each of the burners did produce heat.

Bedroom Blinds: The tenant testified that she never had blinds in her unit and she complained about it. The current owner recently provided her with blinds.

Mr. Holt: Tenant Holt testified that he did not have a carbon monoxide detector until January of 2016. That month the manager knocked on his door and handed it to him. He was expected to install it himself. Before being given this device, he only had one smoke detector in his bedroom. He never asked for a carbon monoxide detector (until filing his *Tenant Petition*). Holt testified that he has not yet installed this detector and that it is sitting on his kitchen table.

Chao Hun-Tang first testified that he installed a carbon monoxide detector in the tenant's unit himself. On further examination, he testified that it was his manager who installed the unit but that he has seen the unit installed in Mr. Holt's apartment. Additionally, Mr. Holt signed an agreement on November 2, 2015, that "the premises were delivered to Tenant(s) with installed and functional smoke and carbon monoxide detector devices<sup>7</sup>."

The tenant further testified that Mr. Tang has never seen the installed unit in his apartment as it remains in the plastic bag on his table.

Fair Return:

The owner checked the box "Fair Return" as her justification for the rent increase in her *Owner Responses* to the McRay, Holt, Russ, Gale and Morgan *Tenant Petitions*. The owner did not produce any documents to support this justification. The owner was asked whether she had an evidence in support of this claim. She indicated that she did not.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**The RAP Notice:**

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>8</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>9</sup> An owner can cure the failure to give notice at the start of the tenancy, but

<sup>7</sup> Exhibit 8, page 3

<sup>8</sup> O.M.C. § 8.22.060(A)

<sup>9</sup> O.M.C. § 8.22.070(H)(1)(A)

may not raise the rent until 6 months after the first *RAP Notice* is given.<sup>10</sup> The owner has the burden of proving that the *RAP Notice* was served<sup>11</sup>.

A tenant may file a petition to contest any rent increase. However, a tenant petition must be filed within 60 days of the date of service of a rent increase notice or the date the tenant first receives written notice of the existence and scope of the RAP, whichever is later<sup>12</sup>.

In this case the evidence was clear that the first time each of the tenants received the *RAP Notice* was with the rent increase notice served on September 22, 2015.

### **Are the Rent Increase Notices Valid?**

The rent increase notices in each of these cases are invalid for several reasons. First, as noted above, since this was the first time each tenant got the *RAP Notice*, the rent cannot be raised until six months after the *RAP Notice* was served.

Additionally, a rent increase notice must be served personally or by mail. Civil Code § 827. Here the owner posted the notices and did not mail them. This is a second reason why the rent increase notices are invalid.

The base rent for tenant McRay remains \$850 a month, the base rent for tenant Morgan remains \$900 a month, the base rent for tenant Gale remains \$850 a month, the base rent for tenant Russ remains \$900 a month and the base rent for tenant Holt remains \$850 a month.

The owner may not raise the rent until at least 6 months after the date each tenant was first served with the *RAP Notice*.

### **Can the Owner Increase the Rent for Parking?**

Since the rent increase notices are invalid, the owner's attempt to charge for parking is also invalid. Each tenant who previously was entitled to park in the parking lot without charge (Tenant's McRay, Morgan, Gale and Holt) can continue to park there without charge.

Additionally, parking is a housing service and the cost for parking (if any) cannot be increased separately from the rent for the unit. The Rent Adjustment Ordinance provides that:

*“Rent’ means the total consideration charged or received by an owner in exchange for the use or occupancy of a covered unit, including all housing services provided to the tenant.”* And

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<sup>10</sup> O.M.C. § 8.22.060 (C)

<sup>11</sup> Housing, Residential, Rent and Relocation Board Decision in *Thompson et al v. Peper*, T05-0317

<sup>12</sup> O.M.C. Section 8.22.090 (A)(2)

“‘Housing services’ means all services provided by the owner related to the use or occupancy of a covered unit....” O.M.C. § 8.22.020.

Since parking has always been provided free of charge to each of these tenants, the owner cannot change the terms of the tenancy to charge for parking.<sup>13</sup>

### **Can the Owner’s Justifications be Considered?**

Since the rent increase notices were improperly served and the tenants had not been given the *RAP Notice* at least six months before the rent increase, the owner’s justifications cannot be considered.

Additionally, the owner did not check banking as a justification for the rent increase. The only justifications that can be considered at a Hearing are those that were checked on the *Owner Response*.

A party has a due process right to know what claims the other party is making. The Rent Adjustment Program mails a copy of the *Tenant Petition* to the owner and a copy of the *Owner Response* to the tenant. In this way, each party is afforded due process of law. The Board has held that failure to state Banking as a basis for a rent increase on an Owner Response form precludes the owner from raising the rent on this basis.<sup>14</sup> Since the owner’s response did not state banking as a justification for the proposed rent increase, no banked rent increase is allowed at this time.

Finally, if the owner sought to increase the rent on the basis of fair return, the owner is required to provide evidence to support that claim. The minimum evidentiary requirements to prove that an owner is being denied a fair return on his investment in residential rental property are as follows:<sup>15</sup>

- (1) The amount of money that the owner has invested in the property;
- (2) The amount, if any, that the property has appreciated in value during the time that it has been owned by the landlord;
- (3) The owner’s net operating income during the time that the owner has owned the property; and
- (4) The average return on investments in other enterprises having risks comparable to the ownership of the subject property during the time that the owner has owned the property.

The owner provided no evidence regarding her claimed justification for a fair return justification. Therefore, this claim fails.

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<sup>13</sup> While the owner could increase a parking charge by the CPI if there was a charge, a percentage increase of a zero charge will always be zero.

<sup>14</sup> *Andrew et al v. Maxwell*, T06-0270

<sup>15</sup> *Fisher v. City of Berkeley*, 37 Cal.3d 644 (1984); affirmed 475 US 260 (1986)

## Have any of the tenant's proven a decrease in housing services?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>16</sup> and may be corrected by a rent adjustment.<sup>17</sup> 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.

There is also a time limit for claiming decreased housing services. A tenant petition must be filed within 60 days after the date of service of a rent increase notice or change in the terms of a tenancy or the date the tenant first receives the RAP Notice, whichever is later.<sup>18</sup> Here, since the owner had not served the *RAP Notice* within 60 days of the dates each tenant filed his or her petition, the tenant is entitled to claim decreased services going back three years.

The owner contended that since she has only owned the building since September of 2015, it would be unfair to impose any of the old owner's failures to maintain the property on her.<sup>19</sup> However, where there is a change of ownership of the property, any failure of the old owner to take appropriate action is attributable to the new owner. The new owner stands in the shoes of the prior owner<sup>20</sup>.

Additionally, the tenants have the burden of proof with respect to each claim.

Each tenants' claims of decreased services are discussed below:

Mr. Gale: Tenant Gale moved in March of 2008. He is entitled to decreased services claims beginning in January of 2013. He was convincing that he did not have a smoke detector or carbon monoxide detector until January of 2016 and that he complained to the prior owner.

The California State Building Code, which has been adopted by the City of Oakland, states:

Single or multiple-station smoke alarms shall be installed and maintained . . . at all of the following locations: 1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms. 2. In each room used for sleeping purposes.<sup>21</sup>

<sup>16</sup> O.M.C. § 8.22.070(F)

<sup>17</sup> O.M.C. § 8.22.110(E)

<sup>18</sup> O.M.C. Section 8.22.090(A)(2)

<sup>19</sup> In contrast, the owner did not think there was anything wrong with her right to take banking that accrued to the prior owner.

<sup>20</sup> Section 8.22.020 of the Rent Adjustment Ordinance defines "Owner" as the "Owner . . . of a Covered Unit that is leased or rented to another, and the representative, agent or **successor of such owner** . . ." (emphasis added).

Regulation 2.3 defines "Landlord" as "synonymous with owner or lessor of real property . . . or successor of such owner or lessor." (emphasis added).

<sup>21</sup> State Building Code, § 310.9.1.4

A similar requirement is found in the Oakland Fire Code:

Within each unit, smoke detectors shall be located in each bedroom and hallway adjacent to a bedroom.<sup>22</sup>

Additionally, since January 2013 the State of California has required that all rental units be provided with carbon monoxide detectors. An owner is required to know this law and to provide the detector. These devices are required for the health and safety of the tenants.

The lack of smoke detectors and carbon monoxide detectors are a habitability issue. Tenant Gale is entitled to a rent credit of 5% beginning in January of 2013 through December of 2015.

According to the chart below, Mr. Gale has overpaid rent in the amount of \$1,530 for past decreased services. An overpayment of this size is adjusted over a period of 12 months. Therefore, the rent decrease is \$127.50 a month.<sup>23</sup> For now this \$127.50 a month is subtracted from the current legal rent of \$850 for a total rent of \$722.50 a month. From April of 2016 through March of 2017 the rent is \$722.50 a month. The rent will revert to the base rent in April of 2017.

**However, if the owner wishes to pay the tenant the restitution in one lump sum, she has the authority to do so.** If the owner pays the tenant restitution, the tenant must stop deducting the \$127.50 a month.

**VALUE OF LOST SERVICES TENANT GALE**

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Smoke Detector/Carbon Monoxide	1-Jan-13	31-Dec-15	\$850	5%	\$ 42.50	36	\$ 1,530.00
							\$ -
<b>TOTAL LOST SERVICES</b>							<b>\$ 1,530.00</b>

**RESTITUTION**

MONTHLY RENT	\$850
TOTAL TO BE REPAID TO TENANT	\$ 1,530.00
TOTAL AS PERCENT OF MONTHLY RENT	180%
AMORTIZED OVER 12 MO. BY REG. IS	\$ 127.50

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<sup>22</sup> Oakland Fire Code, §2-15.32

<sup>23</sup> Regulations, § 8.22.110(F)

Ms. Russ:

Dry Rot Under Sink and Busted Pipes: Both parties provided evidence that an investigation was done by a City of Oakland's Housing Inspector and a *Notice of Violation* was issued for this problem. While there was some conflicting testimony as to the cause, it is clear from the evidence that there was sufficient dry rot underneath the tenant's sink and that this amounted to a habitability violation. Therefore, the tenant is entitled to a restitution of overpaid rent of 5% for this condition. Since it was in existence when the tenant moved in in 2009, the tenant is limited to 3 years of restitution, as noted on the chart below. There is a dispute in the testimony as to whether it was repaired in January 2016, or February 2016, but in either case the tenant is entitled to 3 years of restitution.

Broken Bathroom Door: Again, both parties testified that a *Notice of Violation* was issued about the broken bathroom door. The tenant's testimony was credible that this condition existed when she moved in, and was not caused by her son. The tenant is entitled to restitution of overpaid rent of 3% for this condition for three years.

Smoke Detectors: While the tenant did have one smoke detector in her unit when she moved in, she has been required to have at least two since she moved into the unit, and she has been required to also have a carbon monoxide detector since January of 2013. She was convincing that she did not have the carbon monoxide detector (which is also the second smoke detector) until February of 2016. As noted on the chart below the tenant is entitled to restitution for overpaid rent, since January 2013, for the failure to provide these life saving devices.

Broken Stove: Other than the fact that each of the burners on the tenant's stove produced a fair amount of smoke when the burner was turned on, each burner did seem to be working. This claim is denied.

Bedroom Blinds: Blinds are not required under the City of Oakland Building Code. Therefore, the lack of blinds does not amount to a habitability issue. Additionally, since she never had them when she moved in, the lack of blinds does not amount to a changed condition. This claim is denied.

According to the chart below, Ms. Russ has overpaid rent in the amount of \$4,212 for past decreased services. An overpayment of this size is adjusted over a period of 12 months. Therefore, the rent decrease is \$351 a month.<sup>24</sup> For now this \$351 a month is subtracted from the current legal rent of \$900 for a total rent of \$549 a month. From April of 2016 through March of 2017 the rent is \$549 a month. The rent will revert to the base rent in April of 2017.

**However, if the owner wishes to pay the tenant the restitution in one lump sum, she has the authority to do so.** If the owner pays the tenant restitution, the tenant must stop deducting the \$351 a month.

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<sup>24</sup> Regulations, § 8.22.110(F)

**VALUE OF LOST SERVICES TENANT RUSS**

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Dry Rot Under Sink	1-Jan-13	31-Dec-15	\$900	5%	\$ 45.00	36	\$ 1,620.00
Broken Bathroom Door	1-Jan-13	31-Dec-15	\$900	3%	\$ 27.00	36	\$ 972.00
Smoke Detector/Carbon Monoxide	1-Jan-13	31-Dec-15	\$900	5%	\$ 45.00	36	\$ 1,620.00
\$ -							
<b>TOTAL LOST SERVICES</b>							<b>\$ 4,212.00</b>

**RESTITUTION**

MONTHLY RENT	\$900
TOTAL TO BE REPAYED TO TENANT	\$ 4,212.00
TOTAL AS PERCENT OF MONTHLY RENT	468%
AMORTIZED OVER 12 MO. BY REG. IS	\$ 351.00

Mr. Holt: There was a dispute in the testimony as to when Mr. Holt was given the carbon monoxide detector. Mr. Holt credibly testified that he was not given the detector until January of 2016. Mr. Tang credibly testified that he gave it to him in November of 2015. However, the owner provided a signed document from Mr. Holt saying that he had received carbon monoxide and smoke detectors by November 2, 2015. Therefore, the evidence favors a finding that by November 2, 2015, Mr. Holt had the requisite carbon monoxide detector.

Nonetheless, Mr. Holt should have had a carbon monoxide detector since January 2013 (as noted above). While Mr. Holt did not complain about the lack of a carbon monoxide detector, it is the owner's responsibility to provide this life saving device. Therefore, the tenant is entitled to restitution of overpaid rent, from January 2013-October 2015, for the failure to provide the carbon monoxide detector.

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**VALUE OF LOST SERVICES TENANT HOLT**

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Carbon Monoxide Detector	1-Jan-13	31-Oct-15	\$850	5%	\$ 42.50	34	\$ 1,445.00
							\$ -
							<b>TOTAL LOST SERVICES \$ 1,445.00</b>

**RESTITUTION**

MONTHLY RENT	\$850
TOTAL TO BE REPAYED TO TENANT	\$ 1,445.00
TOTAL AS PERCENT OF MONTHLY RENT	170%
AMORTIZED OVER 12 MO. BY REG. IS	\$ 120.42

According to the chart above, Mr. Holt has overpaid rent in the amount of \$1,445 for past decreased services. An overpayment of this size is adjusted over a period of 12 months. Therefore, the rent decrease is \$120.42 a month.<sup>25</sup> For now this \$120.42 a month is subtracted from the current legal rent of \$850 for a total rent of \$729.58 a month. From April of 2016 through March of 2017 the rent is \$729.58 a month. The rent will revert to the base rent in April of 2017.

**However, if the owner wishes to pay the tenant the restitution in one lump sum, she has the authority to do so.** If the owner pays the tenant restitution, the tenant must stop deducting the \$120.42 a month.

Inspections and Deposits: Two of the tenants, in their claims for decreased housing services, requested that all units be inspected in order to ensure the tenants receive their deposits back. The Rent Adjustment Program does not have jurisdiction over inspections or deposits. Therefore, this claim is denied.

**Has Anyone Overpaid Rent?**

All tenants except for tenant Russ testified that they had continued to pay the old rent and have not paid the increase. Therefore, no additional overpayments (other than those listed above for decreased services) were made by tenants McRay, Morgan, Gale or Holt. However, it is not known if tenant Russ has paid the rent increase or not. If she has, the tenant can deduct any rent she has paid greater than \$900 a month (from December 2015-March 2016) from the rental payment due in April of 2016.

**ORDER**

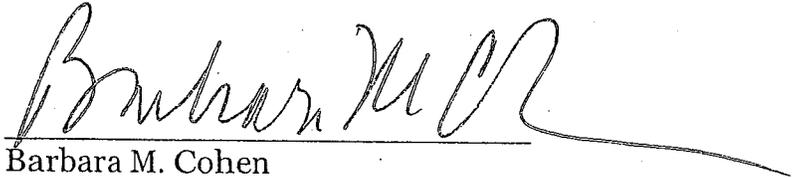
1. Petitions T15-0535, (McRay v. Tang), T15-0536, (Morgan v. Tang), T15-0539, (Gale v. Tang), T15-0540, (Russ v. Tang) and T15-0541, (Holt v. Tang) are granted in part.

<sup>25</sup> Regulations, § 8.22.110(F)

2. In *McRay v. Tang*, the tenant's base rent is \$850 a month. The rent increase is invalid.
3. In *Morgan v. Tang*, the tenant's base rent is \$900 a month. The rent increase is invalid.
4. In *Gale v. Tang*, the tenant's base rent is \$850 a month. The rent increase is invalid.
5. Due to past decreased services, tenant Gale is owed restitution in the amount of \$1,530. This overpayment is adjusted by a rent decrease for the next 12 months in the amount of \$127.50 a month.
6. Tenant Gale's rent for the months of April 2016 through March of 2017 is \$722.50 per month. His rent reverts to \$850 a month in April of 2017.
7. In *Russ v. Tang*, the tenant's base rent is \$900 a month. The rent increase is invalid.
8. Due to past decreased services, tenant Russ is owed restitution in the amount of \$4,212. This overpayment is adjusted by a rent decrease for the next 12 months in the amount of \$351 a month.
9. Tenant Russ' rent for the months of April 2016 through March of 2017 is \$549 per month. Her rent reverts to \$900 a month in April of 2017.
10. If Tenant Russ paid any portion of the contested rent increase between December 2015-March 2016, she can deduct the overpayment from her April 2016 rent payment.
11. In *Holt v. Tang*, the tenant's base rent is \$850 a month. The rent increase is invalid.
12. Due to past decreased services, tenant Gale is owed restitution in the amount of \$1,445. This overpayment is adjusted by a rent decrease for the next 12 months in the amount of \$120.42 a month.
13. Tenant Holt's rent for the months of April 2016 through March of 2017 is \$729.58 per month. His rent reverts to \$850 a month in April of 2017.
14. If the owner wishes to, she can repay the restitution owed to tenants Gale, Russ or Holt at any time. If she does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
15. Nothing in this decision prevents the owner from increasing the rent at any time, pursuant to Civil Code § 827 and the Rent Adjustment Ordinance at any time six months after the tenants were first served with the *RAP Notice*.
16. The owner may not charge any tenant for parking who was not charged for parking on the premises when he first moved into the building.

17. 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: March 28, 2016



Barbara M. Cohen  
Hearing Officer  
Rent Adjustment Program

## PROOF OF SERVICE

Case Number(s): T15-0535, T15-0536, T15-0539, T15-0540, T15-0541

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, 5<sup>th</sup> 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, 5<sup>th</sup> Floor, Oakland, California, addressed to:

Jacqueline Russ  
2800 Nicol Ave, Apt 205  
Oakland, CA 94602

Malcolm Morgan  
2800 Nicol Ave, Apt 104  
Oakland, CA 94602

Justin McRay  
2800 Nicol Ave, Apt 203  
Oakland, CA 94602

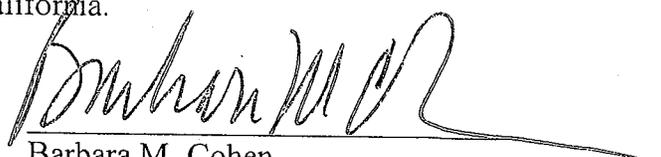
Daniel Gale  
2800 Nicol Ave, Apt 209  
Oakland, CA 94602

Anthony Holt  
2800 Nicol Ave, Apt 108  
Oakland, CA 94602

Susan Tang, Chao-Hun  
Tang  
PO Box 28152  
Oakland, CA 94604

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 28, 2016, in Oakland, California.



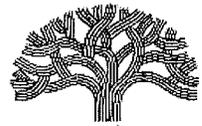
Barbara M. Cohen  
Oakland Rent Adjustment Program

## CHRONOLOGICAL CASE REPORT

Case No.: T15-0221  
Case Name: Tabet v. Siu et al  
Property Address: 6349 Broadway Terrace, Oakland, CA  
Parties: Margo Tabet (Tenant)  
John Fleming/Douglas Siu (Landlords)

### LANDLORD CLAIM OF GOOD CAUSE FOR NON-APPEARANCE:

<u>Activity</u>	<u>Date</u>
Appeal Hearing Scheduled	June 23, 2016
Appeal Decision issued	July 15, 2016
Response to Appeal Decision filed	July 29, 2016
Staff Letter to Property Owners	September 7, 2016



CITY OF OAKLAND

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

Department of Housing and Community Development  
Rent Adjustment Program

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

September 7, 2016

Sent Via U.S. Mail and E-Mail

John Fleming/Douglas Siu  
60 Castle Crest Rd  
Alamo, CA 94 507

Re: Acknowledgement of Response to Appeal Decision in Case No. T15-0221

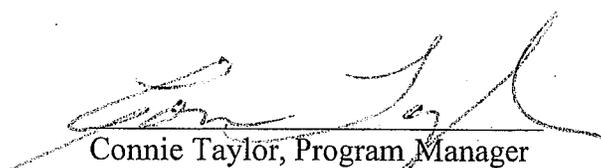
Dear Owners:

The Rent Adjustment Program received your Response to the Appeal Decision in the above-referenced case on July 29, 2016.

The issue of your non-appearance at the Appeal Hearing on June 23, 2016 must be heard by the Rent Board. You will receive a notice of your appearance before the Rent Board approximately three weeks prior to the date of the Rent Board meeting.

If you have further questions or concerns, you are welcome to contact the Rent Adjustment Program office at (510) 238- 6246.

Sincerely,

  
Connie Taylor, Program Manager  
Rent Adjustment Program

0 077

**PROOF OF SERVICE**

**Case Number T15-0221**

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 Letter dated September 7 and 2016 by placing a true copy of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:**

**Tenant**

Margo Tabet  
6349 Broadway Terr  
Oakland, CA 94618

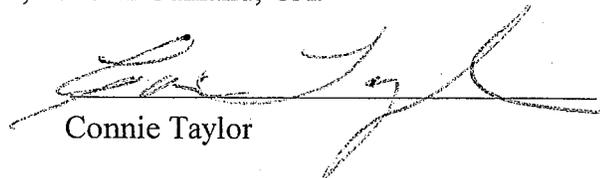
**Owner**

Doug Siu  
60 Castlecrest Rd  
Alamo, CA 94507

John Flemming  
60 Castlecrest Rd  
Alamo, CA 94507

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 07, 2016 in Oakland, CA.

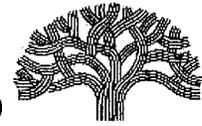
  
Connie Taylor

**APPEAL to T15-0221 – 7/29/2016**

**RESPONSE TO APPEAL DECISION**

We received an Appeal Decision letter stating that there was a hearing on 6/23/2016 and no appearance by Owner Appellants. We received no notice whatsoever of this hearing date. Please schedule an appeal date to discuss this issue and please email us with the date, time, location at [dougsiu@aol.com](mailto:dougsiu@aol.com). I ask that you inform us via email because a neighbor informed us that their mail was stolen and found in a gutter on an adjacent street last month. Our neighborhood is experiencing thefts of delivery packages and US Mail thefts.

Thank you.



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

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

**Housing, Residential Rent  
and Relocation Board (HRRRB)**

**APPEAL DECISION**

**CASE NUMBER:** T15-0221, Tabet v. Siu et al.  
**PROPERTY ADDRESS:** 6349 Broadway Terrace  
Oakland, CA  
**PARTIES:** John Fleming/Douglas Siu Owner Appellants  
Margo Tabet Tenant Appellee  
**DATE OF HEARING:** June 23, 2016  
**APPEARANCES** No Appearance by Owner Appellants

Procedural Background

The owners' appeal is dismissed.

Hearing Decision

The tenant filed a petition which alleged that she is being charged utilities for a duplex. The Hearing Decision granted compensation for overpayment of utilities.

Grounds for Appeal

- The decision is not supported by substantial evidence;
- Tenant was denied a sufficient opportunity to respond to the petitioner's claim'
- The decision denies him a fair return on his investment.

Appeal Decision

Based on the owners; non-appearance E. Lai moved to affirm the Hearing Decision subject to a showing of good cause by the owner appellants. K. Friedman seconded.

The Board voted as follows:

Aye: N. Frigault, K. Friedman, B. Williams, E. Lai, T. Singleton, R. Chang

Abstain 0

Nay

The motion passed by consensus.

### NOTICE TO PARTIES

Pursuant to Ordinance No(s). 9510 C.M.S. of 1977 and 10449 C.M.S. of 1984, modified in Article 5 of Chapter 1 of the Municipal Code, the City of Oakland has adopted the ninety (90) day statute of limitations period of Code of Civil Procedure, Section 1094.6.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE NINETY (90) DAYS FROM THE DATE OF MAILING OF THIS DECISION WITHIN WHICH TO SEEK JUDICIAL REVIEW OF THE DECISION OF THIS BOARD IN YOUR CASE.

  
\_\_\_\_\_  
CONNIE TAYLOR  
BOARD DESIGNEE  
CITY OF OAKLAND  
HOUSING, RESIDENTIAL RENT AND  
RELOCATION BOARD

  
\_\_\_\_\_  
DATE

**PROOF OF SERVICE**

**Case Number T15-0221**

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 Appeal Decision by placing a true copy of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:**

**Tenant**

Margo Tabet  
6349 Broadway Terr  
Oakland, CA 94618

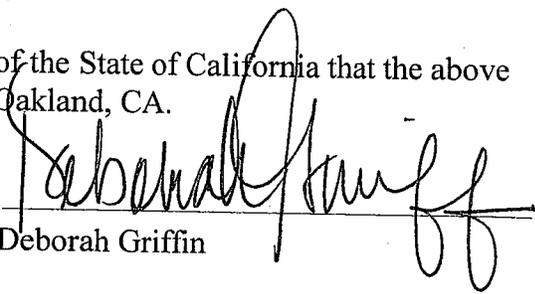
**Owner**

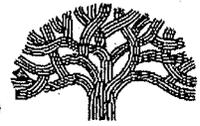
Doug Siu  
60 Castlecrest Rd  
Alamo, CA 94507

John Flemming  
60 Castlecrest Rd  
Alamo, CA 94507

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 19, 2016 in Oakland, CA.

  
Deborah Griffin



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

Department of Housing & Community Development  
Rent Adjustment Program

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

## HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

**Case No(s): T15-0221**

**Case Title:** Tabet v. Siu et. al

**Property Address:** 6349 Broadway Terrace, Oakland, CA 94618

### THE HEARING ON THIS APPEAL WILL BE HELD:

**Date:** June 23, 2016

**Time:** 7:00 p.m., or as soon thereafter as the matter may be heard.

**Place:** City Hall, Hearing Room 1, One Frank H. Ogawa Plaza, Oakland, CA

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

A request for a change in the date or time of the appeal hearing must be made in writing. A form for requesting a postponement is available from the Rent Adjustment Program. A continuance will be granted only for good cause. See Regulation 8.22.120.C. A second request for continuance will be granted only under exceptional circumstances.

Board meetings, including appeal hearings, are public. The Rent Adjustment Program makes an audio recording of the Board meetings. Any party may also bring a court reporter to record the proceedings at their own expense. By regulation, each party will have **15 minutes to present argument** in favor of, or in opposition to, the appeal. This time includes opening argument and any response. However, the Board may increase or reduce the time. Any party may be assisted by an attorney or any other person designated by the party.

**Accessibility.** The meeting is held in a wheelchair accessible facility. Contact the office of the City Clerk, City Hall, One Frank Ogawa Plaza, or call (510) 238-3611 (voice) or (510) 839-6451 (TTY) to arrange for the following services: 1) Sign interpreters; 2) Phone ear hearing device for the hearing impaired; 3) Large print, Braille, or cassette tape text for the visually impaired. The City of Oakland complies with applicable City, State and Federal disability related laws and regulations protecting the civil rights of persons with environmental illness/multiple chemical sensitivities (EI/MCS). Auxiliary aids and services and alternative formats are available by calling (510) 238-3716 at least 72 hours prior to this event. **Interpreters** for Cantonese, Mandarin, and Spanish speakers are available by prior arrangement with the Rent Adjustment Program (510) 238-3721.

Please refrain from wearing strongly scented products to this meeting.

**Service Animals/Emotional Support Animals:** The City of Oakland Rent Adjustment Program is committed to providing full access to qualified persons with disabilities who use service animals or emotional support animals.

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

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

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

**PROOF OF SERVICE**

**Case Number T15-0221**

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 Appeal Hearing and Notice of by placing a true copy of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:**

**Tenant**

Margo Tabet  
6349 Broadway Terr  
Oakland, CA 94618

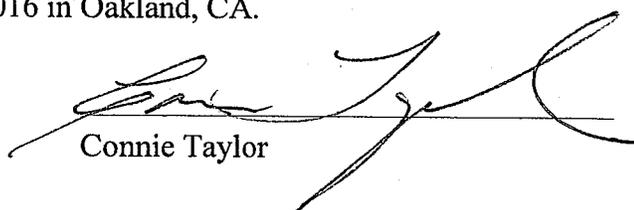
**Owner**

Doug Siu  
60 Castlecrest Rd  
Alamo, CA 94507

John Flemming  
60 Castlecrest Rd  
Alamo, CA 94507

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 08, 2016 in Oakland, CA.

  
Connie Taylor