

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

**September 12, 2024**

**6:00 P.M.**

**CITY HALL, HEARING ROOM # 1  
ONE FRANK H. OGAWA PLAZA  
OAKLAND, CA 94612**

**AGENDA**

**PUBLIC PARTICIPATION**

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

**OBSERVE:**

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

• To observe the meeting by video conference, please click on the link below:

When: September 12, 2024 06:00 PM Pacific Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/km2Xw3ngL>

One tap mobile:

+16699009128,,82672863671# US (San Jose), +16694449171,,82672863671# US

Or by telephone: +1 669 900 9128 US (San Jose), +1 669 444 9171 US, +1 253 215

8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 719 359 4580 US, +1 253 205

0468 US, +1 646 931 3860 US, +1 689 278 1000 US, +1 301 715 8592 US (Washington

DC), +1 305 224 1968 US, +1 309 205 3325 US, +1 312 626 6799 US (Chicago), +1 360

209 5623 US, +1 386 347 5053 US, +1 507 473 4847 US, +1 564 217 2000 US, +1 646

558 8656 US (New York)

Webinar ID: 826 7286 3671

International Numbers Available: <https://us02web.zoom.us/j/km2Xw3ngL>

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

**PARTICIPATION/COMMENT:**

There is one way to submit public comments:

• To participate/comment during the meeting, you must attend in-person. Comments on all agenda items will be taken during public comment at the beginning of the meeting. Comments for items not on the agenda will be taken during open forum towards the end of the meeting.

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**
  - a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.
- 4. CONSENT ITEMS**
- 5. APPROVAL OF BOARD MINUTES, 07/25/2024 (pp.4-6)**
- 6. APPEALS\***
  - a. T23-0058, Brooks v. Campbell (pp.7-102)
  - b. L24-0025, Sun v. Tenant (pp.103-149)
- 7. RESOLUTION (1) ADOPTING, SUBJECT TO CITY COUNCIL APPROVAL, AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO PERMIT ANY CATEGORY OF MEMBER OF THE HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO SERVE AS A BOARD OFFICER AND (2) RECOMMENDING THE CITY COUNCIL'S APPROVAL OF THE REGULATION AMENDMENT (pp.159-160)**
- 8. INFORMATION AND ANNOUNCEMENTS**
- 9. NEW BOARD BUSINESS**
- 10. SCHEDULING AND REPORTS**
  - a. Reviewing and rescheduling training.(pp.161)
- 11. OPEN FORUM**
  - a. Comments from the public on all items will be taken at this time.
- 12. ADJOURNMENT**

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

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

**Accessibility:** Contact us to request disability-related accommodations, American Sign Language (ASL), Spanish, Cantonese, Mandarin, or another language interpreter at least five (5) business days before the event. Rent Adjustment Program (RAP) staff can

be contacted via email at [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) or via phone at (510) 238-3721. California relay service at 711 can also be used for disability-related accommodations.

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en Español, Cantonés, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

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

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

July 25, 2024

6:00 P.M.

CITY HALL

1 FRANK H. OGAWA PLAZA, HEARING ROOM #1  
OAKLAND, CA 94612

**MINUTES**

**1. CALL TO ORDER**

The Board meeting was administered in-person by Nyila Webb from the Rent Adjustment Program (RAP), Housing and Community Development Department. Nyila Webb explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Oshinuga at 6:05 p.m.

**2. ROLL CALL**

<b>MEMBER</b>	<b>STATUS</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>EXCUSED</b>
D. WILLIAMS	Tenant		X	
J. DEBOER	Tenant	X		
Vacant	Tenant Alt.			
M. GOOLSBY	Tenant Alt.		X	
C. OSHINUGA	Undesignated	X		
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
K. BRODFUEHRER	Landlord	X		
C. JACKSON	Landlord Alt.	X		
Vacant	Landlord Alt.			

**Staff Present**

Kent Qian

Marguerita Fa-Kaji

Nyila Webb

Deputy City Attorney

Senior Hearing Officer (RAP)

Administrative Assistant II (RAP)

**3. PUBLIC COMMENT**

- a. One speaker card submitted.

**4. CONSENT ITEMS**

**000004**

a. Approval of Board Minutes, 06/27/2024:

Member J. deBoer moved to approve the Board Minutes from 06/27/2024. Member K. Brodfuhrer seconded the motion.

The Board voted as follows:

**Aye:** C. Oshinuga, J. deBoer, M. Brodfueher, C. Jackson  
**Nay:** None  
**Abstain:** None

The motion was approved.

## **5. APPEALS\***

a. T18-0249, Reber-Kendrick v. Wasserman-Stern Law Offices

- Acting Chair C. Oshinuga made the decision to give appellant and respondent six minutes each for opening comment and six minutes each for rebuttals.
- The Board asked both parties questions while deliberating amongst themselves and City staff about case.
- Member J. DeBoer made a motion to remand case to hearing officer to address whether 1. Civil Code 1954.53(d)(2), read together with 1954.53(d)(3), allows a market-rate rent increase to an original occupant who moved into the unit at the commencement of tenancy, consistent with the Board's instructions in the latest appeal decision in T18-0018, Sund v. Vernon Street Apartments; 2. If the hearing officer finds that Costa-Hawkins allows increases on an existing tenancy, reexamine the definition of "permanently resides" under Costa-Hawkins as opposed to "primary residences" and whether the tenant permanently resided at the subject unit at the time of the Costa-Hawkins rent increase notice. Parties must be allowed to brief the issue of the application of Costa-Hawkins as described in number 1 and the meaning of permanently resides as described on number 2. Member C Jackson seconded the motion.

The Board voted as follows:

**Aye:** C. Oshinuga, J. deBoer, M. Brodfueher, C. Jackson  
**Nay:** None  
**Abstain:** None

The motion was approved.

## **6. RESOLUTION (1) ADOPTING, SUBJECT TO CITY COUNCIL APPROVAL, AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO PERMIT ANY CATEGORY OF MEMBER OF THE**

**HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO SERVE AS A BOARD OFFICER AND (2) RECOMMENDING THE CITY COUNCIL'S APPROVAL OF THE REGULATION AMENDMENT**

**7. INFORMATION AND ANNOUNCEMENTS**

**8. NEW BOARD BUSINESS**

**9. SCHEDULING AND REPORTS**

- a. Reviewing and rescheduling training.

**10. OPEN FORUM**

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

**11. ADJOURNMENT**

- a. Member C. Jackson made a motion to adjourn meeting before completing Agenda items 6-10 due to scheduling conflicts. Member K. Brodfueher seconded the motion.

The Board voted as follows:

**Aye:** C. Oshinuga, J. deBoer, M. Brodfueher, C. Jackson  
**Nay:** None  
**Abstain:** None

The motion was approved.

- **Meeting adjourned at 8:07pm.**

## CHRONOLOGICAL CASE REPORT

Case No.: T23-0058

Case Name: Brooks v. Campbell

Property Address: 200 Frisbie Street, Berkeley, CA 94702

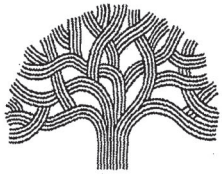
Parties: Cheri Brooks (Tenant)  
David Hall (Tenant Representative)  
Severin Campbell (Owner)

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Petition Filed(Tenant)	May 1, 2023
Response Filed(Owner)	June 27, 2023
Tenant's Submissions	August 10, 2023
Administrative Decision	August 22, 2023
Appeal Filed(Owner)	August 29, 2023
Appeal Hearing	October 12, 2023
Appeal Decision	November 7, 2023
Hearing Decision Mailed	April 17, 2024
Appeal Filed	April 26, 2024

**000007**

T23-0058 SM/AS



CITY OF OAKLAND

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

For Rent Adjustment Program date stamp.

**RECEIVED**

MAY -1 2023

RENT ADJUSTMENT PROGRAM  
 OAKLAND

## TENANT PETITION

**Please fill out this form as completely as you can.** Use this form to contest a rent increase, seek a rent decrease, and/or contest an owner exemption from the Rent Adjustment Program. Failure to provide the required information may result in your petition being rejected or delayed. See the last pages of this petition packet ("Important Information Regarding Filing Your Petition") or the RAP website for more information. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING.** To make an appointment email [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov).

Rental Unit Information			
200	Frisbie Street	#200	Oakland, CA 94611
Street Number	Street Name	Unit Number	Zip Code
Move-in Date: July 1 2010	Initial Rent at Move-In: \$ 1045	Current Rent: \$ 1352.70	
Is your rent subsidized or controlled by a government agency (such as HUD or Section 8), other than Oakland Rent Adjustment Program? (See page 5 "Jurisdiction" for more information)			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not sure
Are you current on rent?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*	(*Note: You must be current on your rent or lawfully withholding rent in order to file a petition. Checking "No" without providing an adequate explanation may result in your petition being dismissed.)	
If not current on rent, explain why: _____			
When (if ever) did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?		<input checked="" type="checkbox"/> I first received the RAP Notice on: March 2015 <input type="checkbox"/> I was never provided with the RAP Notice <input type="checkbox"/> I do not remember if I ever received the RAP Notice	
Case number(s) of any relevant prior Rent Adjustment case(s): L17-0191, L19-0036			
Tenant Information (List each tenant petitioner in unit. If you need more space, attach additional sheet.)			
Cheri		Brooks	
First Name		Last Name	
Mailing Address (if different from above): _____			
Primary Telephone: 510-292-0644		Other Telephone: _____ Email: qkcam45@att.net	
First Name		Last Name	
Mailing Address (if different from above): _____			
Primary Telephone: _____		Other Telephone: _____ Email: _____	
Tenant Representative (Check one): <input type="checkbox"/> No Representative <input checked="" type="checkbox"/> Attorney <input type="checkbox"/> Non-Attorney			
Gregory		Ching	
First Name		Last Name	
Mailing Address: 3400 E 12th, Oakland CA		Centro Legal de la Raza	
Phone Number: 510-437-1554		Firm/Organization (if any)	
Email: gching@centrolegal.org			



Property Owner Information		
<i>Property Owner</i>		
Severin	Campbell	
First Name	Last Name	
Company/LLC/LP (if applicable): _____		
Mailing Address: 1315 Stannage Ave., Berkeley, CA 94702		
Phone Number: (510) 417-0022	Email: frisbieoakland@gmail.com	
<i>Property Manager (if applicable)</i>		
_____	_____	_____
First Name	Last Name	Name of Management Company
Mailing Address: _____		
Phone Number: _____ Email: _____		

## GROUNDS FOR PETITION

**Select the grounds for this petition from the list below.** Check all that apply. You must check at least one box. To contest a rent increase, select item(s) from Category A. If you have experienced a decrease in housing services and/or have issues with the condition of your unit, or are being charged for utilities in violation of the law, select item(s) from Category B. For more information on each of the grounds, see Oakland Municipal Code (O.M.C.) Sections 8.22.070 and 8.22.090 (Rent Adjustment Ordinance) and the corresponding Regulations. A copy of the Ordinance and Regulations are available here: [www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance](http://www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance).

<b>A.</b>	<b>Unlawful Rent Increase(s)</b> <i>(Complete section A on page 3)</i>	<input checked="" type="checkbox"/> (A1) I received a rent increase above the allowable amount.
		<input checked="" type="checkbox"/> (A2) I received a rent increase that I believe is unlawful because I was not given proper notice, was not properly served, and/or was not provided with the required RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program").
		<input type="checkbox"/> (A3) I received a rent increase and do not believe I should be required to pay it because a government agency has cited my unit for serious health, safety, fire, or building code violations. <b>(You must attach a copy of the citation to your petition.)</b>
<b>B.</b>	<b>Decreased Housing Services</b> <i>(Complete section B on page 3)</i>	<input type="checkbox"/> (B1) The property owner is providing me with fewer housing services than I previously received and/or I am being charged for services originally paid for by the owner. <b>(Check this box for petitions based on bad conditions/failure to repair.)</b>
		<input type="checkbox"/> (B2) I am being unlawfully charged for utilities.
<b>C.</b>	<b>Other</b>	<input checked="" type="checkbox"/> (C1) My rent was not reduced after a prior rent increase period for capital improvements or after an additional tenant for whom the owner was allowed an increase, vacated from the premises.
		<input type="checkbox"/> (C2) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.
		<input type="checkbox"/> (C3) The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).

A.	<b>Unlawful Rent Increase(s)</b>				
<i>(Complete this section if any of the grounds for petition fall under category A, above)</i>					
<p><b>List all rent increases you wish to contest.</b> Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> <li>For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, <b>you must attach a copy of the citation</b> to your petition. Failure to attach a copy of the citation may result in your petition being dismissed.</li> </ul>					
Date received rent increase notice: <small>(Month/Day/Year)</small>	Date rent increase went into effect: <small>(Month/Day/Year)</small>	Amount of increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
1/2/2023	2/1/2023	\$ 1337.05	\$ 1352.70	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9/1/2016	10/1/2016	\$ 1215	\$ 1337.05	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8/29/2015	10/1/2015	\$ 1105	\$ 1215.50	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

B.	<b>Decreased Housing Services</b>				
<i>(Complete this section if any of the grounds for petition fall under category B, above)</i>					
<p><b>List all the conditions that you believe entitle you to a rent decrease.</b> If your petition is based on problems related to your unit, or because the owner has taken away service(s) or is charging for services originally provided by the owner, you must complete this section. If you need more space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> <li><b>You are strongly encouraged to submit documentary evidence</b> (photographs, inspection reports, correspondence with your landlord, etc.) together with your petition. Evidence may be submitted up to seven calendar days prior to your hearing.</li> <li><b>You may wish to have a City inspector come inspect your unit</b> for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at <a href="https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement">https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement</a>. <i>Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.</i></li> </ul>					
#	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: <small>(Month/Day/Year)</small>	Date first notified owner or manager of problem: <small>(Month/Day/Year)</small>	Date problem or service was fixed, if ever: <small>(Month/Day/Year)</small>	What is the dollar value of your claimed loss?
1.					\$
2.					\$
3.					\$
4.					\$

**TENANT VERIFICATION**

(Required)

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

*Cheri Brooks*

04/25/2023

Tenant 1 Signature

Date

Tenant 2 Signature

Date

**CONSENT TO ELECTRONIC SERVICE**

(Highly Recommended)

Check the box below if you agree to have RAP staff and the OTHER PARTY/PARTIES send you documents related to your case electronically. If you agree to electronic service, the RAP may send certain documents only electronically and not by first class mail.

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

**MEDIATION PROGRAM**

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

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

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

Tenant Signature

Date

**INTERPRETATION SERVICES**

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

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

- Spanish (Español)
- Cantonese (廣東話)
- Mandarin (普通话)
- Other: \_\_\_\_\_

**-END OF PETITION-**



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

## NOTICE TO PROPERTY OWNER OF TENANT PETITION

### **ATTENTION: IMMEDIATE ACTION REQUIRED**

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

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

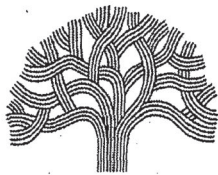
➤ TO RESPOND:

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

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

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

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



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

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

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

On the following date: 4 / 28 / 2023 I served a copy of (check all that apply):

**TENANT PETITION** plus 0 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)

**NOTICE TO PROPERTY OWNER OF TENANT PETITION**

Other: \_\_\_\_\_

by the following means (check one):

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

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

///

///

///

**PERSON(S) SERVED:**

Name	Severin Campbell
Address	1315 Stannage Ave.
City, State, Zip	Berkeley, CA 94702

Name	Leah Orloff	Julie Gross
Address	2520 Buena Vista Ave.	5310 Gaskill St.
City, State, Zip	Alameda, CA 94501	Oakland, CA 94608

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

Gregory Ching

PRINTED NAME



SIGNATURE

April 28, 2023

DATE SIGNED

# City of Oakland Rent Adjustment Program

## Owner Response

---

Case **T23-0058**  
Property Address **200 Frisbie Street**

---

### Parties

---

Party	Name	Address	Mailing Address
Representative	Gregory Ching Centro Legal de la Raza (510) 437-1554 gching@centrolegal.org	3400 East 12th Street  Oakland, CA 94601	
Tenant	Cheri Brooks  (510) 292-0644 qkcam45@att.net	200 Frisbie Street Unit 200 Oakland, CA 94611	
Owner	Severin Campbell (510) 417-0022 frisbieoakland@gmail.com	1315 Stannage Avenue Berkeley, CA 94702	

### Business Information

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Date of which you aquired the building	<b>3-1-2015</b>
Total Number of Units	4
Is there more than one street address on the parcel?	Yes
Type of Unit	Apartment, Room or Live-work
Is the contested increase a capital improvements increase?	No
Business License	00173653
Have you paid your business license?	Yes
Have you paid the Rent Adjustment Program Service Fee (\$101 per unit)?	Yes

### Rent History

---

City of Oakland

**000015**

# City of Oakland Rent Adjustment Program

## Owner Response

The tenant moved into the rental unit on	7-1-2010
Initial monthly rent	1045
Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to all of the petitioning tenants?	Yes
On what date was the notice first given?	3-27-2015
Is the tenant current on the rent?	Yes



# City of Oakland Rent Adjustment Program

## Owner Response

Are you claiming an Exemption? **No**

---

### Owner Responses on Petition Grounds

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#### Questions

#### Owner Response

---

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

We provided RAP notices in March 2015, September 2016, and May 2018

---

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

n/a

---

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

n/a

---

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

n/a

---

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

No rent reduction was indicated. RAP approved an increase of \$118.37, effective July 2018, increasing rent from \$1337 to \$1455. At tenant's request, we kept the rent flat at \$1337. Please see attached for details.

---

Tenant is contesting exemption based on fraud or mistake.

n/a

---

## City of Oakland Rent Adjustment Program

### Owner Response

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

n/a

---

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

***Severin Campbell***

**6/27/2023**

---

Signature

---

Date

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

Property Owner Response to Tenant Petition of Cheri Brooks received 5/2/2023

Property address: 200 Frisbie St., Oakland, CA 94611

Property owners: Severin Campbell, Julie Moss, Leah Orloff

Date of Response: 5/3/2023

The history of rent increases at 200 Frisbie Street is as follows:

- We hand-delivered a notice of increase in rent to Ms. Brooks on August 29, 2015, increasing the rent from \$1105 to \$1215. This increase included a CPI increase of 1.7% and a pass through for capital costs of 8.3%. This was in accordance with the Rent Adjustment Program regulations at that time. A RAP notice was included with the rent increase notice.
- We notified Ms. Brooks on September 1, 2016 of the rent increase from \$1215 to \$1337, effective October 1, 2016. This increase included a CPI increase of 2% (applied only to the base rent and not the capital pass-through amount) and a pass through for capital costs of 8%. This was in accordance with the Rent Adjustment Program regulations at that time. A RAP notice was included with the rent increase notice.
- We notified Ms. Brooks on May 31, 2018 of the Rent Adjustment Program decision that her rent could be increased to \$1455. A RAP notice was included with the rent increase notice. At Ms. Brooks request, we agreed to keep the rent at \$1337.
- Ms. Brooks base rent as of October 1, 2015 was \$1,123 (an increase of 1.7% from prior rent of \$1,105). Based on annual CPI adjustments, Ms. Brooks base rent increased to \$1352 as of August 2022. We notified Ms. Brooks on January 2, 2023 that her rent would increase from \$1337 to \$1352.
- The total approved capital pass through amount for Ms. Brooks was \$15,919. This amount was approved by the Oakland Rent Adjustment Program. Actual capital pass through paid by Ms. Brooks between October 2015 and August 2022 was \$8,158.

**000019**



Frisbie Oakland &lt;frisbieoakland@gmail.com&gt;

---

**Rent Increase as of October 1, 2016**

1 message

**Frisbie Oakland** <frisbieoakland@gmail.com>

Thu, Sep 1, 2016 at 10:33 AM

To: cb brooks &lt;qkcam45@att.net&gt;

Bcc: Leah Orloff &lt;leahorloff@gmail.com&gt;, "Julie C. Moss" &lt;juliec Moss@gmail.com&gt;

Dear Cheri

We are increasing the rent for your apartment on October 1, 2016. Attached is the letter with the 30 day notice of the increase, and the statement of your rights from the Oakland Rent Adjustment Program. I also delivered a hard copy of this notice to your apartment.

If this increase causes financial hardship because of you disability status, we are willing to work with you to adjust the rent. Please let us know if you have any questions.

Thank you.

Severin, Leah and Julie

---

**2 attachments****Notice of Rent Increase October 2016.Unit 200.docx**

18K

**Oakland Rent Adjustment Program.pdf**

291K

**000020**



Frisbie Oakland &lt;frisbieoakland@gmail.com&gt;

---

## Notice of Rent Increase

1 message

---

**Frisbie Oakland** <frisbieoakland@gmail.com>

Thu, May 31, 2018 at 3:44 PM

To: c b &lt;qkcam45@att.net&gt;

Bcc: juliec Moss &lt;juliec Moss@gmail.com&gt;, Leah Orloff &lt;leahorloff@gmail.com&gt;

Dear Cheri

The Rent Adjustment Program approved our petition to increase the rent. We have attached a letter to increase your monthly rent to \$1,445.60 effective July 1, 2018.

Please see the attached (1) notice of rent increase, (2) notice of Rent Adjustment Program decision, and (3) Rent Adjustment Program provisions.

We also sent these documents by certified mail on May 25, 2018.

Severin, Leah and Julie

---

### 3 attachments

 **Notice of Rent Increase.C Brooks.pdf**  
218K

 **RAP Notice.pdf**  
170K

 **Rent Board Decision 4-26-18.pdf**  
16788K

**000021**

	<b>Apt 200</b>
Base April 2015	1,105.00
CPI Oct 2015	18.79
New Base Oct 2015	1,123.79
Capital Pass Through	91.72
Total Rent Oct 2015	1,215.50

Base Oct 2015	1,123.79
CPI Oct 2016	22.48
New Base Oct 2016	1,146.26
Capital Pass Through	190.79
Total Rent Oct 2016	1,337.05

Total Rent July 2018	1,337.05
Five-year increase	19%

Revised July 2019

Base	1,254.93
RAP Capital Pass Through	82.12
	1,337.05

Revised July 2020

Base	1,288.81
RAP Capital Pass Through	48.24
	1,337.05

Revised July 2021

Base	1,313.30
RAB CPT	23.75
	1,337.05

	Base	Rent	Cap
1.7% increase Oct 2015 - Sep 2016	1,123.79	1,215.50	91.71
2% increase Oct 2016 - Jun 2017	1,146.26	1,337.05	190.79
2.3% Increase 2017 (Jul 17 - Jun 18)	1,172.62	1,337.05	164.43
3.4% increase 2018 (Jul 18 - Jun 19)	1,212.49	1,337.05	124.56
3.5% increase 2019 (Jul 19 - Jun 20)	1,254.93	1,337.05	82.12
2.7% increase 2020 (Jul 20 - Jun 21)	1,288.81	1,337.05	48.24
1.9% increase 2021 (Jul 21 - Jul 22)	1,313.30	1,337.05	23.75
3.0% increase 2022 (Aug 22 - Jun 23)	1,352.70	1,337.05	(15.65)

<b>Capital Pass Through</b>	<b>Apt 200</b>
Capital Pass Through Amount	7,396.63
Oct 2015 - Sep 2016	(1,100.58)
Oct 2016 - Jun 2017	(1,717.10)
Jul 2017-June 2018	(1,973.10)
Subtotal	2,605.84
RAP Approval	8,522.64
Jul 18 - Jun 19	(1,494.67)
Jul 19 - Jun 20	(985.43)
Jul 20 - Jun 21	(578.83)
Jul 21 - Jul 22	(308.73)
Aug 22 - Jan 23	
Subtotal	7,760.83
Total approved capital pass through	15,919.27
Total paid	(8,158.44)
Balance waived	<u>7,760.83</u>



Guest

Home Report a Problem

Find Account -> Registration -> Calculation -> Payment -> Receipt

Account # 00173653
LEAH ORLOFF SEVERIN CAMPBELL

Business License Online Renewal Secure

PRINT THIS PAGE FOR YOUR RECORD

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

Submission Date 1/16/2023
Confirmation # 393954

Account Information

Account # 00173653
Expire Date 12/31/2023
Name LEAH ORLOFF SEVERIN CAMPBELL
Address 202 FRISBIE ST
City OAKLAND
Phone (510) 417-0022

Summary

Table with columns: Tax Calculation, Input, Amount. Rows include Current Year Business Tax, BT SB1186, BT Recordation and Tech, Total # of Employees, Rent Adjustment Program (RAP) Calculation.

Payment Information

Payment Amount \$1,662.98

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Documents

#OaklandLoveLife
Oakland Library
Visit Oakland
Oakland Museum

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

City of Oakland
250 Frank H Ogawa Plaza, Suite 132

000024



Oakland, CA 94612

**Hours:**

8:00 AM-4:00 PM

Monday, Tuesday, Thursday ,Friday

9:30 AM-4:00 PM Wednesdays.

**CITY OF OAKLAND  
BUSINESS TAX CERTIFICATE**

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

**ACCOUNT  
NUMBER**  
00173653

**DBA**

LEAH ORLOFF SEVERIN CAMPBELL

**BUSINESS LOCATION**

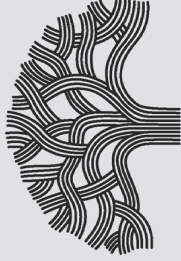
202 FRISBIE ST  
OAKLAND, CA 94611-5517

**BUSINESS TYPE**

O2 Rental - Apartment

**EXPIRATION DATE**

12/31/2023



Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications>



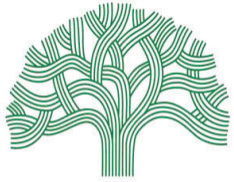
LEAH ORLOFF SEVERIN CAMPBELL  
SEVERIN CAMPBELL  
1315 STANNAGE AVE  
BERKELEY, CA 94702-1029

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

000026



CITY OF OAKLAND

### CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

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

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

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

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

On the following date: 05 04 / 2023 I served a copy of (check all that apply):

**PROPERTY OWNER RESPONSE TO TENANT PETITION** plus 1 attached pages (number of pages attached to Response not counting the Response form or PROOF OF SERVICE)

Other: \_\_\_\_\_

by the following means (check one):

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

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

#### PERSON(S) SERVED:

Name	Cheri Brooks
Address	200 Frisbie Street
City, State, Zip	Oakland, CA 94611

Name	Gregory Ching, Centro Legal de la Raza
Address	3400 East 12th Street
City, State, Zip	Oakland, CA 94601

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

Severin Campbell

PRINTED NAME

*Severin Campbell*

SIGNATURE

May 4, 2023

DATE SIGNED

000028

City of Oakland Rent Adjustment Program  
Cheri Brooks  
Tenant Evidence Submission

Case Number:T23-0058

<u>Exhibit</u>	<u>Document Description</u>	<u>Page Numbers</u>
T1	2015 Rent increase	3-4
T2	2016 Rent increase	6
T3	2023 Rent increase	8
T4	Decision in L17-0191	10-14
T5	Rent Payment Records	16-22

**Exhibit T1**

# 30 Day Notice of Change of Monthly Rent

To Cheri Brooks (Resident) for the  
 (And all other occupants in possession)

premises located at:  
200-204 Frisbie Ave Unit 200, (if  
 applicable) Oakland, California  
 (City) (Zip) 94611

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this  
 Notice, or 10/01/2015, whichever is later, your monthly rent is payable in advance on or before the  
 (Date)  
1st day of each month, will be the sum of \$ 1215, instead of \$ 1105, the current monthly rent.

### Capital Improvements

Date	Improvement Contractor	Amount	Total
5/22/2015	replace sewer lateral from property line to sewer first payment	2,375.00	2375.00
6/16/2015	replace sewer lateral from property line to sewer - final payment	4255.00	6900.00
7/3/2015	replace roof	9794.00	16,694.00

*Handwritten:* 16,694.00

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.  
 A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations

8/29/2015 Date [Signature] Owner/Agent [Signature]



Form provided by the East Bay Rental Housing Association®  
 www.ebrha.com  
 Form 30 Day Notice of Change of Monthly Rent® (02/12)



# 30 Day Notice of Change of Monthly Rent Instructions

## Use of this Form:

You seek to notify the tenant with a change of monthly rent.

## The Law

Owners who increase rent by more than 10% in any 12-month period must give Resident(s) a 60-day notice.

## Filling Out the Form

- Insert ALL Residents' and any unknown occupants, if any, names.
- Insert the Complete property Address.
- Check the Correct Notice Period: 30 or 60 Day.
- Insert the Date the rent increase will take effect.
- Sign and date the Notice.
- Make copies. Enough copies for each resident.
- Keep the Original for your file. You may need the original for Court.
- Serve the Notice as required! See below.

## Service of the Notice

Serve each tenant with a copy of this notice. Do not give the tenant a copy of the proof of service or the instructions. Use a separate proof of service for each tenant, indicate the method of service, sign and date it, and retain for your records. If you serve this Notice by mail only, you must add an additional 5 days for mailing to the Notice.

## Notes:

All notices of rent increase served in Oakland must have the Oakland Notice of Residential Adjustment Program (RAP Form) attached to them. We recommend you make a copy of the RAP form on to the back of the notice given to the tenant.

**Caution:** This form has been prepared by the East Bay Rental Housing Association. As with all legal notices consult with an attorney to determine whether this form is appropriate for your specific needs. Moreover consult an attorney if you require assistance in completing the form or changes to the form are necessary in your particular situation.



Form provided by the East Bay Rental Housing Association®  
[www.ebrha.com](http://www.ebrha.com)

Form 30 Day Notice of Change of Monthly Rent© (02/12)





**Exhibit T2**

September 1, 2016

2nd

To: Cheri Brooks

From: Severin Campbell  
Leah Orloff  
Julie Moss



Re: 30 day notice of rent increase for 200 Frisbie Street

In accordance with Oakland Civil Code Section 827, we are giving 30 day notice of an increase in rent on October 1, 2016. Attached is the City of Oakland notice to tenants of allowable rent increases.

Your rent will increase on October 1, 2016 from \$1,215.50 to \$1,337.05. The total rent increase consists of 2% CPI adjustment and 8% pass-through to pay for capital improvements. The capital improvements are as follows:

<b>Work Performed</b>	<b>Date Completed</b>	<b>Amount</b>
Alley Electric – New Circuits and Junctions	February 2016	\$7,900
Bouchard Seismic – Earthquake Retrofitting of Foundation	March 2016	\$20,036
		\$27,936

**Exhibit T3**

## Rent Increase

---

From: Frisbie Oakland (frisbieoakland@gmail.com)

To: qkcam45@att.net

Date: Monday, January 2, 2023 at 09:32 AM PST

---

Cheri

Your total monthly rent of \$1337.05 has two parts: base rent and the pass-through of costs for capital improvements (capital pass-through) authorized under the Oakland Rent Adjustment Program.

The total rent of \$1337.05 has been unchanged since October 2016. In accordance with the Rent Adjustment Program, we have increased the base rent each year by the allowed Consumer Price Index (CPI) and decreased the capital pass-through amount to retain the total rent of \$1337.05.

As of August 1, 2022, your base rent authorized by the Oakland Rent Adjustment Program increased to \$1352.70. Although the authorized amount for the capital pass-through has not been paid, we will waive all future payments for the capital pass-through.

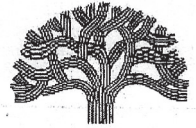
Your rent will increase to \$1,352.70 beginning February 1, 2023.

Your rent will be considered for a future increase on July 1, 2023 in accordance with the CPI increase allowed by the Oakland Rent Adjustment Program.

Please let us know if you have questions.

Leah, Severin & Julie

**Exhibit T4**



CITY OF OAKLAND

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

Housing and Community Development Department  
Rent Adjustment Program

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

**DECISION SUMMARY**

**CASE NUMBER:** L17-0191, Campbell v. Tenants

**PROPERTY ADDRESS:** 200-204 Frisbie St., Oakland, CA  
Units 200, 202A, 202B, 204

**DATE OF HEARING:** January 28, 2018

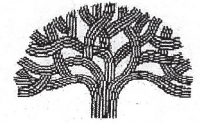
**DATE OF DECISION:** April 26, 2018

*granted 8.2017*  
*8.2017*  
*Dec 4.26.18*

1. Petition L17-0191 is granted.
2. A rent increase based on capital improvements is approved per each unit and for amortization period as follows:
  - Unit 200: \$118.37 per month for 72 months
  - Unit 202A: \$142.04 per month for 60 months
  - Unit 202B: \$142.04 per month for 60 months
  - Unit 204: \$118.37 per month for 72 months
3. The rent increase will be effective thirty (30) days after the owner serves the rent increase notice, together with a *RAP Notice*, and this *Decision Summary*. If the rent increase is served by mail, it will be effective thirty-five (35) days after the service.
4. The rent increase will expire sixty (60) months after it goes into effect for units 202A and 202B and seventy-two (72) months after it goes into effect for units 200 and 204.

Dated: April 26, 2018

**Linda M. Moroz**  
Hearing Officer  
Rent Adjustment Program



**CITY OF OAKLAND**

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

Housing and Community Development Department  
Rent Adjustment Program

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

**HEARING DECISION**

**CASE NUMBER:** L17-0191, Campbell v. Tenants  
**PROPERTY ADDRESS:** 200-204 Frisbie St., Oakland, CA  
Units 200, 202A, 202B, 204  
**DATE OF HEARING:** January 28, 2018  
**DATE OF DECISION:** April 26, 2018  
**APPEARANCES:** Severin Campbell, Owner  
Leah Orloff, Owner  
Jay Kruse, Tenant (Unit #202B)  
Annette Musick, Tenant (Unit #204)  
Cheri Brooks, Tenant (Unit #200)

**SUMMARY OF DECISION**

The owner petition is granted.

**CONTENTIONS OF THE PARTIES**

On August 14, 2017, the owner filed a Petition for Approval of Rent Increase based on capital improvements.

On October 30, 2017, the tenants in all four units filed timely responses to the owner's petition, alleging that the project was either deferred maintenance, unnecessary upgrades or "goldplating."

**THE ISSUE**

- (1) Is the project considered a capital improvement project?
- (2) If so, have the capital improvements been calculated correctly?

## EVIDENCE

### Background

The subject property is a residential building that contains a total of four (4) residential units. The capital improvement project included structural and foundation work, stucco and exterior paint, and installation of new gutters. The project began in September of 2016, and was completed and paid for in December of 2016.

### Scope and Cost of the Project

The owner testified that the foundation and structural upgrade which included termite and dry rot repair by the contractor Omega Termite Control Inc. and totaled \$30,125.00. The structural upgrade project and repairs done within the project were done to comply with the Oakland building code. The work was finalized by the City of Oakland on September 29, 2016. The owner submitted copies of the Work Authorization Contract from the contractor for the subject property and copies of three checks payable to Omega Construction from the owner as follows:

Check No. 1108, dated October 5, 2016, for \$590.00;  
Check No. 1110, dated October 12, 2016, for \$14,768.00; and  
Check No. 1111, dated October 27, 2016, for \$14,767.00.<sup>1</sup>

The owner submitted a copy of a proposal for exterior stucco and paint from CertaPro Painters, dated September 13, 2016, for \$15,500.00, which included washing, caulking, scraping, masonry work and exterior painting of the subject property. A copy of the check No. 1113, dated December 6, 2016, for \$15,900.00, payable to Certa Pro, was attached to the CertaPro proposal.<sup>2</sup>

The project also included an installation of gutters and downspouts which was done by a contractor CR Gutters. The owner submitted a copy of an estimate from CR Gutters, dated September 23, 2016, and also copies of two checks as follows:

Check No. 1112, dated November 10, 2016, for \$225.00; and  
Check No. 1116, dated December 22, 2016, for \$2,450.00.<sup>3</sup>

The owner submitted copies of checks in the total amount of \$48,700.

There was no evidence of deferred maintenance or that the project was performed to correct a Priority 1 or 2 condition per City Building Services Inspector. There was no evidence of a code violation.

---

<sup>1</sup> Exhibit A

<sup>2</sup> Exhibit B

<sup>3</sup> Exhibit C



## FINDINGS OF FACT AND CONCLUSIONS OF LAW

### Capital Improvements

A rent increase in excess of the C.P.I. Rent Adjustment may be justified by capital improvement costs.<sup>4</sup> Capital improvement costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to the new building codes. Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.<sup>5</sup>

The improvements must primarily benefit the tenant rather than the owner. Capital improvement costs are to be amortized over a period of five years, divided equally among the units which benefited from the improvement. The reimbursement of capital expense must be discontinued at the end of the 60-month amortization period.<sup>6</sup>

Effective August 1, 2014, the amendments to the Rent Adjustment Program Regulations decrease the capital improvements passing through to seventy percent (70%) of the total of Capital Improvement costs.<sup>7</sup>

*Routine maintenance* → The project qualifies as a capital improvement because it primarily benefits the tenants, complies with the new building codes, while making the building structurally stronger and safer for the tenants. New paint, stucco and downspouts also benefit the tenants as it prevents leaks, moisture intrusion and diverts water from the building and its foundation. The project was completed and paid for in December 2016. The owner submitted proof of payments in form of checks paid to the contractors in the total amount of \$48,700.00. Therefore, the owner is entitled to a capital improvement pass-through of 70% of the cost of this project.

### Calculator Worksheet

For improvements completed before February 1, 2017, the attached City of Oakland Capital Improvements Calculator Worksheet shows the maximum allowable monthly increase per unit and the length of the amortization period so that the increase does not exceed 10% of the current monthly rent for each unit.

### ORDER

1. Owner Petition for Approval of Rent Increase L17-0191 is granted.
2. The maximum approved amount per month for an increase based on the capital improvement project for each unit is as follows:

<sup>4</sup> O.M.C. Section 8.22.070(C)

<sup>5</sup> Regulations, Appendix, Section 10.2.2(5)

<sup>6</sup> Regulations Appendix, Section 10.2

<sup>7</sup> City Council Resolution No. 84936

200 Frisbie \$118.37 for 72-month amortization period;  
202A Frisbie \$142.04 for 60-month amortization period;  
202B Frisbie \$142.04 for 60-month amortization period; and  
204 Frisbie \$118.37 for 72-month amortization period.

3. The increase will be effective thirty (30) days after the owner serves the rent increase notice, together with the notice of the Rent Adjustment Program (the RAP Notice), and the attached Decision Summary. If the rent increase is served by mail, it will be effective thirty-five (35) days after the service.

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

Dated: April 26, 2018



---

**Linda M. Moroz**  
Hearing Officer  
Rent Adjustment Program

**Exhibit T5**



## Renter Dashboard

### Make One-Time Payment

[Make Payment](#)

### Active Recurring Payments

ID	Bank	Day of Month	Interval	Amount	End Date
123778	Chase	1st (Next: 09/01/2023)	Monthly	\$1352.70	01/01/2024

[+View all](#)

[ADD](#)

### Open Requests

RQID #	Type	Property Name	Due Date	Amount	Last Update	Description
--------	------	---------------	----------	--------	-------------	-------------

### Recent Transactions

ID	Scheduled	From	Type	Month/Year	Property	To	Status	Amount	Deposit Date
661909027	08/01/2023	Cheri Brooks	Rent Payment	08/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
661620331	07/01/2023	Cheri Brooks	Rent Payment	07/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
661323546	06/01/2023	Cheri Brooks	Rent Payment	06/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
661021054	05/01/2023	Cheri Brooks	Rent Payment	05/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
660751160	04/01/2023	Cheri Brooks	Rent Payment	04/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
660457898	03/01/2023	Cheri Brooks	Rent Payment	03/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	
660186894	02/01/2023	Cheri Brooks	Rent Payment	02/2023	Frisbie Ave 200	Frisbie Oakland Tenants in Common	PROCESSED	\$1352.70	



Transaction Search

Search on:  Submit Date  
 Scheduled Date  
 Deposit Date

Date range:  All Dates  
 Past 30 Days  
 Past 60 Days  
 Past 90 Days  
 Specify Range

Date range start: 03/01/2015  
Date range end: 03/28/2023

For Month/Year: All Months | All Years

Show Additional Search Fields

Note: To sort the records by a displayed field, click on the column label.

Search Reset Export to Excel

Transaction ID	Scheduled Date	From	Payment Type	Month/Year	Property	To	Status	Payment Amount	Deposit Date
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<a href="#">660457898</a>	03/01/2023	Brooks, Cheri	Rent Payment	03/2023	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1352.70	3/7/2023 4:03:28 AM
<a href="#">660186894</a>	02/01/2023	Brooks, Cheri	Rent Payment	02/2023	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1352.70	2/7/2023 4:02:38 AM
<a href="#">659900485</a>	01/01/2023	Brooks, Cheri	Rent Payment	01/2023	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	1/9/2023 4:03:12 AM
<a href="#">659632102</a>	12/01/2022	Brooks, Cheri	Rent Payment	12/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	12/7/2022 4:02:32 AM
<a href="#">659361977</a>	11/01/2022	Brooks, Cheri	Rent Payment	11/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	11/7/2022 4:01:01 AM
<a href="#">659070878</a>	10/01/2022	Brooks, Cheri	Rent Payment	10/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	10/7/2022 3:03:06 AM
<a href="#">658785020</a>	09/01/2022	Brooks, Cheri	Rent Payment	09/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	9/8/2022 3:00:34 AM
<a href="#">653611359</a>	08/01/2022	Brooks, Cheri	Rent Payment	08/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	8/5/2022 3:08:03 AM
<a href="#">648114337</a>	07/01/2022	Brooks, Cheri	Rent Payment	07/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	7/8/2022 3:04:16 AM
<a href="#">642215225</a>	06/01/2022	Brooks, Cheri	Rent Payment	06/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	6/7/2022 3:04:28 AM

Transaction Search

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Transaction ID	Scheduled Date	From	Payment Type	Month/Year	Property	To	Status	Payment Amount	Deposit Date
<a href="#">636389646</a>	05/01/2022	Brooks, Cheri	Rent Payment	05/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	5/6/2022 10:05:54 AM
<a href="#">630780482</a>	04/01/2022	Brooks, Cheri	Rent Payment	04/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	4/7/2022 10:06:28 AM
<a href="#">624450193</a>	03/01/2022	Brooks, Cheri	Rent Payment	03/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	3/7/2022 11:00:51 AM
<a href="#">619020976</a>	02/01/2022	Brooks, Cheri	Rent Payment	02/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	2/7/2022 11:02:41 AM
<a href="#">613501180</a>	01/01/2022	Brooks, Cheri	Rent Payment	01/2022	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	1/7/2022 11:04:02 AM
<a href="#">607422547</a>	12/01/2021	Brooks, Cheri	Rent Payment	12/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	12/7/2021 11:05:34 AM
<a href="#">601328613</a>	11/01/2021	Brooks, Cheri	Rent Payment	11/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	11/5/2021 10:06:08 AM
<a href="#">595651093</a>	10/01/2021	Brooks, Cheri	Rent Payment	10/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	10/7/2021 10:07:28 AM
<a href="#">589901992</a>	09/01/2021	Brooks, Cheri	Rent Payment	09/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	9/8/2021 10:03:30 AM
<a href="#">583960361</a>	08/01/2021	Brooks, Cheri	Rent Payment	08/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	8/6/2021 10:04:13 AM

Transaction Search

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<a href="#">578523324</a>	07/01/2021	Brooks, Cheri	Rent Payment	07/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	7/8/2021 10:02:08 AM
<a href="#">572750164</a>	06/01/2021	Brooks, Cheri	Rent Payment	06/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	6/7/2021 10:03:59 AM
<a href="#">567586687</a>	05/01/2021	Brooks, Cheri	Rent Payment	05/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	5/7/2021 10:03:58 AM
<a href="#">561684774</a>	04/01/2021	Brooks, Cheri	Rent Payment	04/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	4/7/2021 10:04:44 AM
<a href="#">554907395</a>	03/01/2021	Brooks, Cheri	Rent Payment	03/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	3/5/2021 11:07:13 AM
<a href="#">549569114</a>	02/01/2021	Brooks, Cheri	Rent Payment	02/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	2/5/2021 11:07:41 AM
<a href="#">541657606</a>	01/01/2021	Brooks, Cheri	Rent Payment	01/2021	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	1/8/2021 11:05:02 AM
<a href="#">535670104</a>	12/01/2020	Brooks, Cheri	Rent Payment	12/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	12/7/2020 11:05:58 AM
<a href="#">530378271</a>	11/01/2020	Brooks, Cheri	Rent Payment	11/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	11/6/2020 11:10:17 AM
<a href="#">525008242</a>	10/01/2020	Brooks, Cheri	Rent Payment	10/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	10/7/2020 10:10:21 AM

Transaction Search

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<a href="#">519628776</a>	09/01/2020	Brooks, Cheri	Rent Payment	09/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	9/8/2020 10:05:35 AM
<a href="#">514486333</a>	08/01/2020	Brooks, Cheri	Rent Payment	08/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	8/7/2020 10:12:14 AM
<a href="#">508921508</a>	07/01/2020	Brooks, Cheri	Rent Payment	07/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	7/7/2020 10:11:26 AM
<a href="#">503531501</a>	06/01/2020	Brooks, Cheri	Rent Payment	06/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	6/5/2020 10:13:23 AM
<a href="#">498631908</a>	05/01/2020	Brooks, Cheri	Rent Payment	05/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	5/7/2020 10:03:18 AM
<a href="#">493194811</a>	04/01/2020	Brooks, Cheri	Rent Payment	04/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	4/7/2020 10:06:34 AM
<a href="#">487897407</a>	03/01/2020	Brooks, Cheri	Rent Payment	03/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	3/6/2020 11:04:43 AM
<a href="#">483020934</a>	02/01/2020	Brooks, Cheri	Rent Payment	02/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	2/7/2020 11:06:26 AM
<a href="#">477933115</a>	01/01/2020	Brooks, Cheri	Rent Payment	01/2020	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	1/8/2020 11:03:06 AM
<a href="#">472838247</a>	12/01/2019	Brooks, Cheri	Rent Payment	12/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	12/6/2019 11:03:50 AM

Transaction Search

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Transaction ID	Scheduled Date	From	Payment Type	Month/Year	Property	To	Status	Payment Amount	Deposit Date
<a href="#">467991440</a>	11/01/2019	Brooks, Cheri	Rent Payment	11/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	11/7/2019 11:03:28 AM
<a href="#">462861812</a>	10/01/2019	Brooks, Cheri	Rent Payment	10/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	10/7/2019 10:03:42 AM
<a href="#">458140117</a>	09/01/2019	Brooks, Cheri	Rent Payment	09/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	9/9/2019 10:05:16 AM
<a href="#">453374075</a>	08/01/2019	Brooks, Cheri	Rent Payment	08/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	8/7/2019 10:06:21 AM
<a href="#">448296380</a>	07/01/2019	Brooks, Cheri	Rent Payment	07/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	7/8/2019 10:09:55 AM
<a href="#">442318147</a>	06/01/2019	Brooks, Cheri	Rent Payment	06/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	6/7/2019 10:02:21 AM
<a href="#">437437248</a>	05/01/2019	Brooks, Cheri	Rent Payment	05/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	5/7/2019 10:02:08 AM
<a href="#">432639289</a>	04/01/2019	Brooks, Cheri	Rent Payment	04/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	4/5/2019 10:03:56 AM
<a href="#">428270964</a>	03/01/2019	Brooks, Cheri	Rent Payment	03/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	3/7/2019 11:00:38 AM
<a href="#">424001275</a>	02/01/2019	Brooks, Cheri	Rent Payment	02/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	2/7/2019 11:03:46 AM

Transaction Search

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Transaction ID	Scheduled Date	From	Payment Type	Month/Year	Property	To	Status	Payment Amount	Deposit Date
<a href="#">419460889</a>	01/01/2019	Brooks, Cheri	Rent Payment	01/2019	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	1/8/2019 11:03:18 AM
<a href="#">214155069</a>	12/01/2018	Brooks, Cheri	Rent Payment	12/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	12/7/2018 11:08:09 AM
<a href="#">209917367</a>	11/01/2018	Brooks, Cheri	Rent Payment	11/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	11/7/2018 11:16:52 AM
<a href="#">205341266</a>	10/01/2018	Brooks, Cheri	Rent Payment	10/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	10/5/2018 10:25:20 AM
<a href="#">201438160</a>	09/01/2018	Brooks, Cheri	Rent Payment	09/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	9/10/2018 10:17:35 AM
<a href="#">197041219</a>	08/01/2018	Brooks, Cheri	Rent Payment	08/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	8/7/2018 10:13:40 AM
<a href="#">192759742</a>	07/01/2018	Brooks, Cheri	Rent Payment	07/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	7/9/2018 10:25:43 AM
<a href="#">189180059</a>	06/04/2018	Brooks, Cheri	Rent Payment	06/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	6/8/2018 10:13:09 AM
<a href="#">184400097</a>	05/01/2018	Brooks, Cheri	Rent Payment	05/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	5/7/2018 10:12:14 AM
<a href="#">180224020</a>	04/01/2018	Brooks, Cheri	Rent Payment	04/2018	Frisbie Ave 200	Tenants in Common, Frisbie	PROCESSED	\$1337.05	4/6/2018 11:19:53 AM

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Transaction Search

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Transaction ID	Scheduled Date	From	Payment Type	Month/Year	Property	To	Status	Payment Amount	Deposit Date
<a href="#">175842252</a>	03/01/2018	Brooks, Cheri	Rent Payment	03/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	3/7/2018 12:12:13 PM
<a href="#">171786994</a>	02/01/2018	Brooks, Cheri	Rent Payment	02/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	2/7/2018 12:15:14 PM
<a href="#">166666079</a>	12/29/2017	Brooks, Cheri	Rent Payment	01/2018	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	1/5/2018 12:21:24 PM
<a href="#">162900202</a>	12/01/2017	Brooks, Cheri	Rent Payment	12/2017	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	12/7/2017 12:17:43 PM
<a href="#">158488356</a>	11/01/2017	Brooks, Cheri	Rent Payment	11/2017	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	11/7/2017 12:17:30 PM
<a href="#">11156366</a>	09/29/2017	Brooks, Cheri	Rent Payment	10/2017	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	10/5/2017 11:17:46 AM
<a href="#">11050024</a>	09/01/2017	Brooks, Cheri	Rent Payment	09/2017	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	9/7/2017 11:09:47 AM
<a href="#">10929494</a>	08/01/2017	Brooks, Cheri	Rent Payment	08/2017	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	8/4/2017 11:04:50 AM
<a href="#">10805524</a>	06/30/2017	Brooks, Cheri	Rent Payment	07/2017	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	7/6/2017 11:05:06 AM
<a href="#">10677111</a>	06/01/2017	Brooks, Cheri	Rent Payment	06/2017	Frisbie Ave 200	Tenants in Common, Frisbie	PROCESSED	\$1337.05	6/6/2017 11:13:55 AM

6:34 PM 3/28/2023



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Transaction ID	Scheduled Date	From	Payment Type	Month/Year	Property	To	Status	Payment Amount	Deposit Date
<a href="#">10530923</a>	05/01/2017	Brooks, Cheri	Rent Payment	05/2017	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	5/4/2017 11:23:57 AM
<a href="#">10394660</a>	03/31/2017	Brooks, Cheri	Rent Payment	04/2017	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	4/5/2017 11:22:47 AM
<a href="#">10267432</a>	03/01/2017	Brooks, Cheri	Rent Payment	03/2017	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	3/6/2017 12:12:59 PM
<a href="#">10133531</a>	02/01/2017	Brooks, Cheri	Rent Payment	02/2017	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	2/6/2017 12:06:34 PM
<a href="#">10016270</a>	12/30/2016	Brooks, Cheri	Rent Payment	01/2017	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	1/5/2017 2:22:28 PM
<a href="#">9898793</a>	12/01/2016	Brooks, Cheri	Rent Payment	12/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	12/6/2016 2:37:55 PM
<a href="#">9788306</a>	11/01/2016	Brooks, Cheri	Rent Payment	11/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	11/4/2016 1:21:07 PM
<a href="#">9673813</a>	09/30/2016	Brooks, Cheri	Rent Payment	10/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1337.05	10/6/2016 1:28:01 PM
<a href="#">9563948</a>	09/01/2016	Brooks, Cheri	Rent Payment	09/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	9/7/2016 1:18:07 PM
<a href="#">9441162</a>	08/01/2016	Brooks, Cheri	Rent Payment	08/2016	Frisbie Ave 200	Tenants in Common, Frisbie	PROCESSED	\$1215.00	8/4/2016 1:14:53 PM

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Transaction Search

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<a href="#">9328749</a>	07/01/2016	Brooks, Cheri	Rent Payment	07/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	7/7/2016 1:30:38 PM
<a href="#">9208700</a>	06/01/2016	Brooks, Cheri	Rent Payment	06/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	6/6/2016 1:25:00 PM
<a href="#">9085425</a>	04/29/2016	Brooks, Cheri	Rent Payment	05/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	5/4/2016 1:27:14 PM
<a href="#">8790534</a>	04/01/2016	Brooks, Cheri	Rent Payment	04/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	4/6/2016 3:00:26 PM
<a href="#">8677859</a>	03/01/2016	Brooks, Cheri	Rent Payment	03/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	3/4/2016 2:42:19 PM
<a href="#">8579410</a>	02/01/2016	Brooks, Cheri	Rent Payment	02/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	2/4/2016 2:31:24 PM
<a href="#">8479390</a>	12/31/2015	Brooks, Cheri	Rent Payment	01/2016	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	1/6/2016 2:22:55 PM
<a href="#">8385304</a>	12/01/2015	Brooks, Cheri	Rent Payment	12/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	12/4/2015 2:44:13 PM
<a href="#">8288239</a>	10/30/2015	Brooks, Cheri	Rent Payment	11/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	11/4/2015 2:38:13 PM
<a href="#">8199543</a>	10/01/2015	Brooks, Cheri	Rent Payment	10/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1215.00	10/6/2015 1:35:03 PM

Transaction Search

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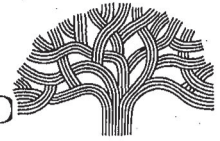
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Transaction ID	Scheduled Date	From	Payment Type	Month/Year	Property	To	Status	Payment Amount	Deposit Date
<a href="#">8101418</a>	09/01/2015	Brooks, Cheri	Rent Payment	09/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1105.00	9/4/2015 1:25:43 PM
<a href="#">8002439</a>	07/31/2015	Brooks, Cheri	Rent Payment	08/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1105.00	8/5/2015 1:42:19 PM
<a href="#">7908767</a>	07/01/2015	Brooks, Cheri	Rent Payment	07/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1105.00	7/6/2015 1:47:31 PM
<a href="#">7806609</a>	06/01/2015	Brooks, Cheri	Rent Payment	06/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1105.00	6/4/2015 1:39:08 PM
<a href="#">7711170</a>	05/01/2015	Brooks, Cheri	Rent Payment	05/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1105.00	5/6/2015 2:19:13 PM
<a href="#">7620028</a>	04/01/2015	Brooks, Cheri	Rent Payment	04/2015	Frisbie Ave 200	Tenants in Common, Frisbie Oakland	PROCESSED	\$1105.00	4/6/2015 1:13:19 PM

1 2 3 4 5 6 7 8 9 10



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Housing and Community Development Dept.  
Rent Adjustment Program

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FAX (510) 238-6181  
CA Relay Service 711

## **ADMINISTRATIVE DECISION**

**CASE NUMBER:** T23-0058

**CASE NAME:** Brooks v. Campbell

**PROPERTY ADDRESS:** 200 Frisbie Street, Unit 200, Oakland, California

**DATE OF DECISION:** August 22, 2023

**PARTIES:** Cheri Brooks, Tenant  
Gregory Ching, Tenant Representative  
Severin Campbell, Owner

### **SUMMARY OF DECISION**

The tenant's petition is granted in part.

### **INTRODUCTION**

There are sufficient uncontested facts presented and there are no material facts in dispute to issue a decision. Therefore, an Administrative Decision, without a hearing, is being issued.

### **BACKGROUND**

Tenant Cheri Brooks filed a *Tenant Petition (Petition)* on May 1, 2023, contesting rent increases on the following grounds:

- (1) that the rent increase exceeds the allowable amount;
- (2) that the tenant was not given proper notice, was not properly served, and/or was not provided with the required *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)*; and,
- (3) that the tenant's rent was not reduced after a prior rent increase period for capital improvements or after an additional tenant for whom the owner was allowed an increase, vacated from the premises.

The *Petition* contested the following rent increases:

- (1) a rent increase<sup>1</sup> from \$1337.05 to \$1,352.70, received on January 2, 2023, which was to become effective February 1, 2023;
- (2) a rent increase<sup>2</sup> from \$1,215.00 to \$1,337.05, received on September 1, 2016, which was to become effective October 1, 2016; and,
- (3) a rent increase<sup>3</sup> from \$1105.00 to \$1,215.50, received on August 29, 2015, which was to become effective October 1, 2015.

The tenant's Evidence Submission included the following exhibits:

- (1) 2015 Rent increase notice;
- (2) 2016 Rent increase notice;
- (3) 2023 Rent increase notice;
- (4) Decision in L17-0191, *Campbell v. Tenants*; and,
- (5) Rent Payment Records.

The Rent Payment Records were histories of the tenant's rent payments, from April 1, 2015 through August 1, 2023, on the website, eRentPayment.com.<sup>4</sup> The tenant indicated on the *Petition* that she was current on her rent and that she first received the *RAP Notice* in March 2015.

Owner Severin Campbell filed an *Owner Response (Response)* to the *Petition* on June 27, 2023. The *Response* included the following:

- (1) a written response to the *Petition*;
- (2) a City of Oakland Business Tax Certificate with an expiration date of December 31, 2023;
- (3) a 2023 proof of payment for business tax and annual RAP fees for four (4) units,
- (4) an e-mail dated May 31, 2018, written to "Cheri" and signed off by "Severin, Leah, and Julie;"
- (5) an e-mail dated September 1, 2016, written to "Cheri" and signed off by "Severin, Leah, and Julie;" and,
- (6) an excel spreadsheet indicating a rent increase log for past "CPI" and "Capital Pass Through" for "Apt 200."

The owner's Evidence Submission does not contradict the rent amounts listed in the tenant's Rent Payment Records. The owner indicated on the *Response* that the tenant was current on her rent and that he first gave her the *RAP Notice* on March 27, 2015.

Both parties signed their respective *Petition* and *Response* under penalty of perjury.

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<sup>1</sup> The tenant indicated that a *RAP Notice* was *not* included with the rent increase notice.

<sup>2</sup> The tenant indicated that a *RAP Notice* was included with the rent increase notice.

<sup>3</sup> The tenant indicated that a *RAP Notice* was included with the rent increase notice.

<sup>4</sup> An on-line rent payments collections site.

## RATIONALE FOR ADMINISTRATIVE DECISION

### Reason for Administrative Decision

An Administrative Decision<sup>5</sup> is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing, and there are no material facts in dispute. Therefore, an administrative decision, without a hearing, is being issued.

### 2023 Rent Increase

The City of Oakland Residential Rent Adjustment Program Ordinance (Ordinance) requires an owner to serve the *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)* at the start of a tenancy.<sup>6</sup> The Ordinance also requires an owner to serve the *RAP Notice* together with any notice of rent increase or change in the terms of a tenancy.<sup>7</sup> In no event may rent for any covered unit increase in any twelve-month period by more than ten percent (10%).<sup>8</sup>

Both parties indicated on their respective *Petition* and *Response* that the first *RAP Notice* was served in March 2015. Therefore, it is found that the first *RAP Notice* was served by the owner to the tenant in March 2015.

The tenant indicated on her petition that she received a rent increase on January 2, 2023, without an accompanying *RAP Notice*.<sup>9</sup> The owner did not submit evidence to dispute this fact. In fact, the owner corroborated the tenant's claim by stating: "We provided RAP notices in March 2015, September 2016, and May 2018." Therefore, the rent increase the tenant received on January 2, 2023, is invalid because the owner did not serve the *RAP Notice* with the rent increase.

Both the *Petition* and *Response* stated that the tenant is current on rent. The tenant's rent payment records indicate that she started paying \$1,352.70 on February 1, 2023. Therefore, the tenant has been paying the unlawful rent increase of \$15.65 per month (\$1,352.70 - \$1337.05) from February 1, 2023, to the present.

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<sup>5</sup> Rent Adjustment Program Regulations (Regulations) § 8.22.110 (G).

<sup>6</sup> Oakland Mun. Code (O.M.C.) § 8.22.060 (A) and Regulations § 8.22.060 (A).

<sup>7</sup> O.M.C. § 8.22.070 (H)(1).

<sup>8</sup> O.M.C. § 8.22.070 (A)(2).

<sup>9</sup> The *Petition* indicated that the tenant did receive the *RAP Notice* with the rent increases that went into effect in October 2015 and October 2016.

## Capital Improvements

A rent increase in excess of the CPI Rent Adjustment may be justified by capital improvement costs.<sup>10</sup> The reimbursement of capital expenses from the tenant must be discontinued at the end of the amortization period. Before February 1, 2017, all capital improvement pass-throughs were subject to a 60-month amortization period and must be discontinued at the end of the 60-month period.<sup>11</sup> However, after February 1, 2017, an owner must first petition the Rent Adjustment Program and receive approval for the rent increase before the rent increase can be imposed.<sup>12</sup> In addition, a Hearing Officer determines the length of the amortization period based on the useful life of the improvement as set out in the Rent Adjustment Program Regulations (Regulations) Appendix A's Amortization Schedule.

A tenant may file a petition to seek relief when the owner fails to reduce rent following the expiration of the amortization period for capital improvements, and any interest due on any rent overcharges from the failure to reduce rent for a capital improvement.<sup>13</sup> In addition, an administrative citation<sup>14</sup> may be issued when the owner fails to remove a capital improvement rent increase on the first month following the end of the amortization period.<sup>15</sup>

The owner stated in his written *Response* to the *Petition*: "The total approved capital pass through amount for Ms. Brooks was \$15,919. This amount was approved by the Oakland Rent Adjustment Program. Actual capital pass through paid by Ms. Brooks between October 2015 and August 2022 was \$8,158. (emphasis added)" Judicial Notice is hereby taken of Case Number L17-0191.<sup>16</sup> In Case Number L17-0191, the owner was granted a rent increase for capital improvement costs, specifically the "total pass-through on the unit" was \$8,522.50<sup>17</sup> and Unit 200 was granted a rent increase of "\$118.37 for 72-month amortization period."<sup>18</sup> Case Number L17-0191 is the only capital improvement pass through case that was granted for 200-204 Frisbie Street. No other capital improvement projects were granted.

According to the owner's excel spreadsheet, in April 2015, the base rent for "Apt 200" was \$1,105.00.<sup>19</sup>

In October 2015, the base rent increased to \$1,123.79, due to a 1.7% CPI rent increase, and the owner voluntarily passed on a capital improvement rent increase<sup>20</sup> of \$91.72 (8.3%).<sup>21</sup>

<sup>10</sup> O.M.C. § 8.22.070 (C)(1)(a).

<sup>11</sup> Regulations: Appendix A effective January 9, 2015, when the Regulations set the amortization period to five (5) years or sixty (60) months, until January 17, 2017, when the Regulations adopted an amortization schedule.

<sup>12</sup> O.M.C. § 8.22.070 (C)(1).

<sup>13</sup> O.M.C. § 8.22.070 (C) and Regulations § 10.2.5.

<sup>14</sup> Regulations § 8.22.150 (A)(1).

<sup>15</sup> Regulations § 8.22.150 (A)(2)(g).

<sup>16</sup> *Campbell v. Tenants*, Case Number L17-0191, Hearing Decision Dated April 26, 2018.

<sup>17</sup> Case Number L17-0191, Hearing Decision, Attached City of Oakland Capital Improvements Calculator Worksheet, Page 2.

<sup>18</sup> Case Number L17-0191, Hearing Decision, Page 4.

<sup>19</sup> Owner's excel spreadsheet.

<sup>20</sup> The October 2015 capital improvement rent increase is unrelated to Case Number L17-0191 because it preceded April 26, 2018.

<sup>21</sup> Owner's excel spreadsheet.

The tenant received a 10% total rent increase. The tenant's total monthly rent became \$1,215.00.<sup>22</sup> The capital improvement rent increase in October 2015 was valid because the owner could voluntarily pass on capital improvement costs as long as it followed the laws of the Rent Adjustment Ordinance and the State of California.<sup>23</sup> However, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, the October 2015 capital improvement pass-through expired on September 30, 2020. Therefore, any \$91.72 monthly capital improvement pass-through included in the tenant's rent after September 30, 2020, is invalid.

A year later, in October 2016, the base rent increased to \$1,146.26, from \$1,123.79,<sup>24</sup> due to a 2% CPI rent increase, and a capital improvement rent increase<sup>25</sup> of \$190.79 (amounting to a 16.98% rent increase),<sup>26</sup> for a total rent increase of 18.98%.<sup>27</sup> The tenant's total monthly rent became \$1,337.05.<sup>28</sup> Pursuant to the Ordinance, property owners may not increase rent by more than ten percent (10%) in any twelve-month period. In October 2016, the owner unlawfully exceeded the 10% limitation by passing through an additional 8.98% (\$100.88) rent increase to the tenant. Therefore, the October 2016 capital improvement pass-through was unlawful because it exceeded the 10% rent increase limitation by \$100.88. The tenant is owed restitution for her overpayments.

Furthermore, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, any valid capital improvement pass-through imposed beginning of October 2016 expired on September 30, 2021; any portion of the \$190.79 monthly capital improvement pass-through included in the tenant's rent after September 30, 2021, is invalid.

The tenant continued to pay \$1,337.05 in total monthly rent until February 1, 2023, when she started paying \$1,352.70.<sup>29</sup>

### OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Feb-23	31-Aug-23	1,352.70	1337.05	\$15.65	7	\$109.55
1-Oct-16	1-Sep-21	1,337.05	1,236.17	\$100.88	60	\$6,052.86
1-Oct-20	31-Aug-23	1,215	1,123.79	\$91.21	35	\$3,192.35
1-Oct-21	31-Aug-23	1,337.05	1,146.26	\$190.79	23	\$4,388.17
<b>TOTAL OVERPAID RENT</b>						<b>\$13,742.93</b>

<sup>22</sup> Tenant's rent payment records.

<sup>23</sup> Also, as previously stated, the *Petition* indicated that this rent increase was served with a *RAP Notice*.

<sup>24</sup> As of September 2016.

<sup>25</sup> The October 2016 capital improvement rent increase is unrelated to Case Number L17-0191 because it preceded April 26, 2018.

<sup>26</sup> Owner's excel spreadsheet.

<sup>27</sup> As previously stated, the *Petition* indicated that this rent increase was served with a *RAP Notice*.

<sup>28</sup> Tenant's rent payment records.

<sup>29</sup> Tenant's rent payment records.

## **RESTITUTION**

	MONTHLY RENT	\$1,146.26
	TOTAL TO BE REPAID TO TENANT	\$13,742.93
	TOTAL AS PERCENT OF MONTHLY RENT	1,198.94%
AMORTIZED OVER	MO. BY REG. IS	
OR OVER	MONTHS BY HEARING OFFICER	
15	IS	\$916.20

Lastly, the only type of rent overpayment where the Regulations have reserved the tenant's right to recover interest is when an owner fails to reduce a capital improvement rent increase. The tenant may seek interest due on any rent overcharges from the failure to reduce rent for a capital improvement.<sup>30</sup> However, historically, the Rent Adjustment Program is a nonpunitive local program and has regularly awarded restitution by adjusting future rents to account for the overpayment. Therefore, no interest shall be awarded at this time.

## **ORDER**

1. Tenant Petition T23-0058 is granted in part.
2. The tenant's monthly base rent is \$1,146.26 per month.
3. The contested January 2, 2023, rent increase is invalid.
4. Due to capital improvement rent overpayments, the tenant is owed restitution in the amount of \$13,742.93 for overpaid rent. This overpayment is adjusted by a rent decrease for fifteen (15) months in the amount of \$916.20 a month.<sup>31</sup>
5. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final. The decision is final if no party has filed an *Appeal* within 20 days of the date the Hearing Decision is mailed to all parties.
6. If the owner wishes to, he can repay the restitution owed to the tenants at any time. If he does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
7. No interest on the overpaid rent will be awarded at this time.
8. No citations will be issued at this time.

<sup>30</sup> Regulations § 10.2.5.

<sup>31</sup> Regulations § 8.22.110 (F)(4)(d).



9. Nothing in this order prevents the owner from increasing the rent according to the laws of the Rent Adjustment Ordinance and the State of California at any time, at least 12 months from the last rent increase.
10. The approved capital improvement pass-through as set forth in Case Number L17-0191 continues to be valid and eligible for pass-through after June 30, 2024.<sup>32</sup> The Hearing Decision in Case Number L17-0191 states: “The increase will be effective thirty (30) days after the owner *serves* the rent increase notice, together with the Notice of the Rent Adjustment Program (RAP Notice), and the attached Decision Summary. If the rent increase is served by mail, it will be effective thirty-five (35) days after the service. (emphasis added)”
11. The Settlement Conference and Hearing scheduled for Tuesday, August 22, 2023, is hereby canceled.

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

Dated: August 22, 2023



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Susan Ma  
Hearing Officer  
Rent Adjustment Program

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<sup>32</sup> On March 9, 2020, the Oakland City Administrator issued a proclamation of Local Emergency, which was ratified by the Oakland City Council on March 12, 2020, due to the Novel Coronavirus Covid-19 pandemic. On March 27, 2020, the Oakland City Council adopted an Ordinance imposing a rent increase moratorium during the Local Emergency.” The Ordinance states explicitly, “For rental units regulated by Oakland Municipal Code 8.22.010 et seq, any notice of rent increase in excess of the CPI Rent Adjustment, as defined in Oakland Municipal Code Section 8.22.020, shall be void and unenforceable if the notice is served or has an effective date during the Local Emergency.” (Ordinance No. 13589 C.M.S.) The Rent Increase Moratorium remains in effect until June 30, 2024.

**PROOF OF SERVICE**

**Case Number: T23-0058**

**Case Name: Brooks v. Campbell**

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

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

**Documents Included**

Administration Decision

**Owner**

Severin Campbell  
1315 Stannage Avenue  
Berkeley, CA 94702

**Tenant**

Cheri Brooks  
200 Frisbie Street Unit 200  
Oakland, CA 94611

**Tenant Representative**

Gregory Ching, Centro Legal de la Raza  
3400 East 12th Street  
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 24, 2023** in Oakland, California.



Teresa Brown-Morris  
Oakland Rent Adjustment Program

**000058**



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

For Rent Adjustment Program date stamp.

**RECEIVED**  
**AUG 29 2023**  
**RENT ADJUSTMENT PROGRAM**  
**OAKLAND**

## APPEAL

<b>Appellant's Name</b> Severin Campbell	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 200 Frisbie Street, Oakland CA 94611	
<b>Appellant's Mailing Address (For receipt of notices)</b> 1315 Stannage Avenue Berkeley CA 94702	<b>Case Number</b> T23-0058
	<b>Date of Decision appealed</b> August 22, 2023
<b>Name of Representative (if any)</b> n/a	<b>Representative's Mailing Address (For notices)</b> n/a

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

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

The Administrative Decision recommended restitution to the tenant of \$13,633.38 to which we disagree. Of this amount, the Administrative Decision recommended restitution of \$6052.86, based on the assumption that the 2016 Capital Pass Through amount was \$100.88 more than allowed and that this Pass Through amount continued from October 2016 to September 2021. The Administrative Decision assumed that the Capital Pass Through amount enacted in 2016 was \$190.79 and that the total rent increase was 18.98%. However, the actual Capital Pass Through amount enacted in 2016 was \$99.07 and the total rent increase was 10%.

The rent increase in October 2016 did not exceed 10%, and therefore, restitution in the amount of \$6052.86 is not warranted.

Also, the 2016 Capital Pass Through amount was reviewed by the Rent Adjustment Program Hearing Officer when we requested a third capital improvement pass-through in 2017 (Petition L17-0191). This review was necessary for the Hearing Officer to calculate the pass-through amount and amortization in response to Petition L17-0191.

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

- a)  **The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board.** *(In your explanation, you must identify the Ordinance section, Regulation or prior Board decision(s) and describe how the description is inconsistent.)*
- b)  **The decision is inconsistent with decisions issued by other Hearing Officers.** *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*

As noted above, the 2016 Capital Pass Through amount was reviewed by the Rent Adjustment Program Hearing Officer when we requested a third capital improvement pass-through in 2017 (Petition L17-0191). The 2016 Capital Pass Through was considered compliant with the Rent Adjustment Program rules at that time.

- c)  **The decision raises a new policy issue that has not been decided by the Board.** *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
- d)  **The decision violates federal, state, or local law.** *(In your explanation, you must provide a detailed statement as to what law is violated.)*
- e)  **The decision is not supported by substantial evidence.** *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

As noted above, the Administrative Decision recommended restitution to the tenant of \$13,633.38, which included restitution of (a) \$6052.86 based on a math error (noted above); (b) \$3,192.35, based on the assumption that we continued to pass through the 2015 Capital Pass Through amount of \$91.72 between October 2020 and August 2023, exceeding the 60 month amortization limit; and (c) \$4,388.17 based on the assumption that the 2016 Capital Pass Through amount was \$190.79 (rather than the actual amount of \$99.07) and that we continued to pass through this amount between October 2021 and August 2023, exceeding the 60 month amortization limit.

The 2015 Capital Pass Through ended in May 2018. The petitioning tenant was advised of this in an email in October 2020.

The 2016 Capital Pass Through ended in June 2019. The petitioning tenant, Ms. Brooks, was advised in an October 2020 email that the 2016 Capital Pass Through amount ended in June 2019.

**x I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.** *(In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)*

The Administrative Decision states that "There are sufficient uncontested facts presented and there are no material facts in dispute to issue a decision. Therefore, an Administrative Decision, without a hearing, is being issued." Because the hearing officer did not hold a hearing, we were unable to provide clarifying information or correct factual errors before the decision was submitted.

As noted above, restitution in the amount of \$13,633.38 was based on incorrect information, including:

(a) \$6052.86 based on an incorrect calculation that assumed the 2016 Capital Pass Through amount was \$190.79 and that the rent increase was 18.98%. As noted above, the actual 2016 Capital Pass Through amount was \$99.07 and the actual rent increase was 10%.

(b) \$3,192.35, based on the assumption that we continued to pass through the 2015 Capital Pass Through amount of \$91.72 between October 2020 and August 2023, exceeding the 60 month amortization limit. The 2015 Capital Pass Through ended in May 2018. The petitioning tenant was advised of this in an email in October 2020.

(c) \$4,388.17 based on the assumption that the 2016 Capital Pass Through amount was \$190.79) and that we continued to pass through this amount between October 2021 and August 2023, exceeding the 60 month amortization limit. However, the 2016 Capital Pass Through was \$99.07 and the pass-through ended in June 2019. The petitioning tenant was advised of this in an email in October 2020.

- f)  **The decision denies the Owner a fair return on the Owner's investment.** (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- g)  **Other.** (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

**Supporting documents (in addition to this form) must *not* exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document.** Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). *Please number attached pages consecutively. Number of pages attached: 11.*

- **You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed.** • I declare under penalty of perjury under the laws of the State of California that on August 28, 2023, 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>	Cheri Brooks
<b>Address</b>	200 Frisbie Street
<b>City, State Zip</b>	Oakland, California 94611
<b>Name</b>	Gregory Ching, Centro Legal dela Raza
<b>Address</b>	3400 East 12 <sup>th</sup> Street
<b>City, State Zip</b>	Oakland, Ca 94601

	August 28 2023
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**SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE**

**DATE 000061**

August 28, 2023

City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza #5313  
Oakland, California 94612

Re: Property Owner Appeal of Administrative Decision: T23-0058

We are appealing the Rent Adjustment Program Administrative Decision to T23-0058. Because the hearing officer did not hold a hearing, we were unable to provide clarifying information or correct factual errors before the decision was submitted. We provided a written response to T23-0058, including a spreadsheet summarizing the rent history. Because we passed through capital improvement costs in three separate amounts, we understand that the spreadsheet may have been hard to follow.

In response to the Administrative Decision:

We agree to pay the petitioning tenant, Ms. Brooks, \$109.55 for the rent increase from February 2023 through August 2023. When we submitted the 30 day notice of the rent increase from \$1337 to \$1352, we did not provide the RAP notice. Therefore, Ms. Brooks' rent is reduced retroactively to \$1337 as of February 2023.

We do not agree that Ms. Brooks is owed \$13,633.38 in restitution. The assumptions on which this calculated restitution was based are incorrect, and the conclusion that restitution is owed because Capital Pass Throughs lasted longer than the allowed time and that a total rent increase exceeded 10% are incorrect. Details of the amounts that make up the total \$13,633.38 are as follows.

- \$6052.86 was based on the assumption that the 2016 Capital Pass Through amount was \$100.88 more than allowed and that this Pass Through amount continued from October 2016 to September 2021.
  - The Administrative Decision assumed that the Capital Pass Through amount enacted in 2016 was \$190.79 and that the total rent increase was 18.98%.
  - However, the actual Capital Pass Through amount enacted in 2016 was \$99.07 and the total rent increase was 10%.

The amount of \$100.88 is an incorrect calculation in the Administrative Decision; this amount was never applied to the rent, and therefore, no restitution is warranted.

The 2015 Capital Pass Through and 2016 Capital Pass Through amounts were reviewed by the Rent Adjustment Program Hearing Officer when we requested a third capital improvement pass-through in 2017 (Petition L17-0191). The review was necessary to calculate the appropriate amount and amortization period for the third capital pass through.

- \$3,192.35 was based on the assumption that we continued to pass through the 2015 Capital Pass Through amount of \$91.72 between October 2020 and August 2023, exceeding the 60 month amortization limit. This is not correct. The 2015 Capital Pass Through ended in May 2018. As noted below, the petitioning tenant, Ms. Brooks, was advised of this in an email in October 2020.
- \$4,388.17 was based on the assumption that the 2016 Capital Pass Through amount was \$190.79 and that we continued to pass through this amount between October 2021 and August 2023, exceeding the 60 month amortization limit. This is not correct. The 2016 Capital Pass Through was \$99.07 and the Pass Through ended in June 2019. As noted below, the petitioning tenant, Ms. Brooks, was advised in an October 2020 email that the 2016 Capital Pass Through amount ended in June 2019.

According to the tenant's petition, T23-0058, Ms. Brooks (a) received a rent increase above the allowable amount, and (b) did not receive a rent reduction after a prior increase for capital improvements.

Neither claim is correct.

- (a) The rent paid by Ms. Brooks is less than the allowable amount. We provided this information to the Rent Adjustment Program in our original response to the tenant petition.

In 2018, Ms. Brooks requested that we not increase the total rent to the amount authorized by the Rent Adjustment Program. We agreed to keep the total rent unchanged at \$1337. In order to maintain Ms. Brooks' rent at \$1337, we reduced the authorized capital pass through amount.

- (b) We advised Ms. Brooks in October 2020 that she was not owed a rent reduction. We informed Ms. Brooks that the 2015 and 2016 Capital Pass Through ended in June 2019. We further informed Ms. Brooks that in order to maintain her rent at the lower amount of \$1337, we delayed implementing the Capital Pass Through amount authorized by the Rent Adjustment Program in response to our petition L17-0191 until the 2015 and 2016 Capital Pass Through ended. We also informed Ms. Brooks that the actual capital pass through amount was less than the authorized capital pass through amount.

Although we provided this information to Ms. Brooks in an email more than two years prior to her filing a tenant petition, she did not include this information in her tenant petition.

Attached are (1) our response to the Administrative Decision and (2) a spreadsheet providing details on rent increases.



August 28, 2023

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Severin Campbell

Date



Response to the Rent Adjustment Program Administrative Decision August 22, 2023  
 Tenant Petition: T23-0058

The following is a clarification or correction of statements in the Decision.

Administrative Decision	Response
Both parties indicated on their respective <i>Petition</i> and <i>Response</i> that the first <i>RAP Notice</i> was served in March 2015. Therefore, it is found that the first <i>RAP Notice</i> was served by the owner to the tenant in March 2015	Agree
Both the <i>Petition</i> and <i>Response</i> stated that the tenant is current on rent. The tenant’s rent payment records indicate that she started paying \$1,352.70 on February 1, 2023.	Agree
The tenant indicated on her petition that she received a rent increase on January 2, 2023, without an accompanying <i>RAP Notice</i> . The owner did not submit evidence to dispute this fact. In fact, the owner corroborated the tenant’s claim by stating: “We provided RAP notices in March 2015, September 2016, and May 2018.”	Agree
Decision determined that the February 1 2023 rent increase was invalid due to no <i>RAP Notice</i> being issued.  Both the <i>Petition</i> and <i>Response</i> stated that the tenant is current on rent. The tenant’s rent payment records indicate that she started paying \$1,352.70 on February 1, 2023. Therefore, the tenant has been paying the unlawful rent increase of \$15.65 per month (\$1,352.70 - \$1337.05) from February 1, 2023, to the present.	Agree

Administrative Decision	Response
<p>A rent increase in excess of the CPI Rent Adjustment may be justified by capital improvement costs. The reimbursement of capital expenses from the tenant must be discontinued at the end of the amortization period. Before February 1, 2017, all capital improvement pass-throughs were subject to a 60-month amortization period and must be discontinued at the end of the 60-month period.</p>	<p>Agree</p>
<p>According to the owner's excel spreadsheet, in April 2015, the base rent for "Apt 200" was \$1,105.00.<sup>19</sup></p> <p>In October 2015, the base rent increased to \$1,123.79, due to a 1.7% CPI rent increase, and the owner voluntarily passed on a capital improvement rent increase of \$91.72 (8.3%).</p>	<p>Agree</p>
<p>The tenant received a 10% total rent increase. The tenant's total monthly rent became \$1,215.00.<sup>22</sup> The capital improvement rent increase in October 2015 was valid because the owner could voluntarily pass on capital improvement costs as long as it followed the laws of the Rent Adjustment Ordinance and the State of California.<sup>23</sup></p> <p>However, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, the October 2015 capital improvement pass-through expired on September 30, 2020. Therefore, any \$91.72 monthly capital improvement pass-through included in the tenant's rent after September 30, 2020, is invalid</p>	<p>Agree</p> <p>Do not agree. The 2015 capital pass through ended in May 2018.</p>
<p>A year later, in October 2016, the base rent increased to \$1,146.26, from \$1,123.79, due to a 2% CPI rent increase, and a capital improvement rent increase of \$190.79 (amounting to a 16.98% rent increase), for a total rent increase of 18.98%.</p> <p>The tenant's total monthly rent became \$1,337.05. Pursuant to the Ordinance, property owners may not increase rent by more than ten percent (10%) in any twelve-month period.</p>	<p>Do not agree.</p> <p>The capital improvement increase was \$99.07 and the total rent increase was 10%</p> <p>Agree</p>

Administrative Decision	Response
<p>In October 2016, the owner unlawfully exceeded the 10% limitation by passing through an additional 8.98% (\$100.88) rent increase to the tenant. Therefore, the October 2016 capital improvement pass-through was unlawful because it exceeded the 10% rent increase limitation by \$100.88.</p> <p>The tenant is owed restitution for her overpayments.</p>	<p>Do not agree.</p> <p>The rent increased from \$1,215.50 to \$1337.05 on October 1, 2016. This is an increase of 10%.</p> <p>The base rent increased from \$1,123.79 to \$1,146.26. This is an allowable CPI increase of 2%.</p> <p>The Capital Pass Through amount increased from \$91.72 to \$190.79. This is an increase of \$99.07.</p> <p>This increase was reviewed by the Rent Adjustment Program Hearing Officer in Petition L17 – 0191.</p> <p>We do not agree that the tenant is owed restitution. The rent increase did not exceed 10%.</p>
<p>Furthermore, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, any valid capital improvement pass-through imposed beginning of October 2016 expired on September 30, 2021; any portion of the \$190.79 monthly capital improvement pass-through included in the tenant’s rent after September 30, 2021, is invalid</p>	<p>Do not agree</p> <p>The 2015 Capital Pass Through ended in May 2018.</p> <p>The 2016 Capital Pass Through ended in September 2019.</p>

Administrative Decision	Response
	<p>The Rent Adjustment Program Hearing Officer decision dated April 28, 2018 authorized a Capital Pass Through to Apartment 200 of \$118.37 for a 72-month period.</p> <p>As noted in the May 24, 2018 letter to Ms. Brooks:</p> <p>The Rent Adjustment Program approved our petition to increase the rent. The rent for your apartment at 200 Frisbie Street will increase by \$118.37 per month, from the current rent of \$1337 per month to the new rent of \$1,445 per month. This rent increase of \$118.37 will begin on July 1, 2018 and extend for 72 months (6 years) and will end June 30, 2024.</p> <p>Included in this letter was the Hearing Officer finding and RAP notice.</p> <p>Ms. Brooks requested that we not increase her rent. In order to maintain the rent at \$1337, we reduced the pass through below the authorized amount.</p>
<p>The Administrative Decision finds the following overpayments:</p> <p>(1) Therefore, the October 2016 capital improvement pass-through was unlawful because it exceeded the 10% rent increase limitation by \$100.88.</p> <p>(2) Furthermore, pursuant to the previous limitation of 60 months on capital improvement pass-throughs, any valid capital improvement pass-through imposed beginning of October 2016 expired on September 30, 2021; any portion of the \$190.79 monthly capital improvement pass-through included in the tenant's rent after September 30, 2021, is invalid .</p>	<p>Do not agree. The 2016 Capital Pass Through was \$91.72, as described above in the response to the discussion of the October 2016 rent increase. The total rent increase was 10%.</p> <p>Do not agree. The 2015 Capital Pass Through ended in May 2018. The 2016 Capital Pass Through ended in September 2019.</p>

Capital Improvement Costs 2015	
Sewer Lateral	6,900
Roof	9,794
	<u>16,694</u>
70% Capital Improvement Pass Through	11,686
Information submitted with Petition L17-0191	

Capital Improvement Costs 2016	
Alley Electric	7,900
Bouchard Sesimic	20,036
	<u>27,936</u>
70% Capital Improvement Pass Through	19,555
Information submitted with Petition L17-0191	

Rent Adjustment Board -Capital Improvement Costs 2017	
Structural upgrade	30,125
Stucco and paint	15,900
Gutters & downspouts	2,675
	<u>48,700</u>
70% Capital Improvement Pass Through	34,090
Information submitted with Petition L17-0191	

Total	93,330
70% Capital Improvement Pass Through	65,331

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Appeal \_ Administrative Decision to Tenant Petition T23-0058

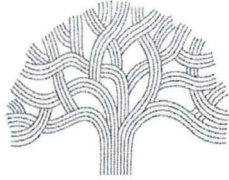
		Unit 200	Months	End Date
2015 Pass Through	Oct-15	2,935	31	May-18
2016 Pass Through	Oct-16	4,458	32	Jun-19
RAP - L17-0191	Jul-18	8,523	72	Jun-24
		15,916		

Rent Adjustment Program CPI Increase	Base	2015 Capital Pass Through	2016 Capital Pass Through	Capital Pass Through (L17-0191)	Subtotal Capital Pass Through	Total Actual Rent	Total Allowable Rent	Actual Rent Over/ (Under) Allowable Rent	One Year Increase
1.7% increase 2015	1,105.00	91.72	91.72		91.72	1,215.51	1,215.51	0.00	10%
	10/01/15 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
	11/01/15 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
	12/01/15 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
	01/01/16 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
	02/01/16 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
	03/01/16 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
	04/01/16 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
	05/01/16 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
	06/01/16 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
	07/01/16 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
	08/01/16 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
	09/01/16 1,123.79	91.72	91.72		91.72	1,215.51	1,215.51	0.00	
2% increase 2016	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	10%
	10/01/16 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	11/01/16 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	12/01/16 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	01/01/17 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	02/01/17 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	03/01/17 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	04/01/17 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	05/01/17 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	06/01/17 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	07/01/17 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	08/01/17 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	09/01/17 1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
2.3% Increase 2017	1,172.62	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	10/01/17 1,172.62	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	11/01/17 1,172.62	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	12/01/17 1,172.62	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	01/01/18 1,172.62	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	02/01/18 1,172.62	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	03/01/18 1,172.62	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	04/01/18 1,172.62	91.72	99.07		190.79	1,337.05	1,337.05	0.00	
	05/01/18 1,172.62	91.72	99.07		190.79	1,337.05	1,337.05	(0.00)	
	06/01/18 1,172.62		190.79		190.79	1,337.05	1,337.05	(0.00)	
	07/01/18 1,172.62		164.43		164.43	1,337.05	1,455.35	(118.30)	
	08/01/18 1,172.62		164.43		164.43	1,337.05	1,455.35	(118.30)	
	09/01/18 1,172.62		164.43		164.43	1,337.05	1,455.35	(118.30)	
3.4% increase 2018	1,212.49		124.56		124.56	1,337.05	1,455.35	(118.30)	
	10/01/18 1,212.49		124.56		124.56	1,337.05	1,455.35	(118.30)	
	11/01/18 1,212.49		124.56		124.56	1,337.05	1,455.35	(118.30)	
	12/01/18 1,212.49		124.56		124.56	1,337.05	1,455.35	(118.30)	
	01/01/19 1,212.49		124.56		124.56	1,337.05	1,455.35	(118.30)	
	02/01/19 1,212.49		124.56		124.56	1,337.05	1,455.35	(118.30)	
	03/01/19 1,212.49		124.56		124.56	1,337.05	1,455.35	(118.30)	
	04/01/19 1,212.49		124.56		124.56	1,337.05	1,455.35	(118.30)	
	05/01/19 1,212.49		124.56		124.56	1,337.05	1,455.35	(118.30)	

Appeal \_ Administrative Decision to Tenant Petition T23-0058

Rent Adjustment Program CPI Increase	Base	2015	2016	Capital	Subtotal	Total	Total	Actual Rent	One
		Capital Pass Through	Capital Pass Through	Pass (L17-0191)	Capital Pass Through	Total Actual Rent	Allowable Rent	(Under) Allowable Rent	Year Increase
3.5% increase 2019	06/01/19	1,212.49	124.56		124.56	1,337.05	1,455.35	(118.30)	
	07/01/19	1,212.49	6.26	118.30	124.56	1,337.05	1,337.05	(0.00)	
	08/01/19	1,212.49		6.26	118.30	124.56	1,337.05	1,337.05	(0.00)
	09/01/19	1,212.49		6.26	118.30	124.56	1,337.05	1,337.05	(0.00)
	10/01/19	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	11/01/19	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	12/01/19	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	01/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	02/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	03/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
2.7% increase 2020	04/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	05/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	06/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	07/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	08/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	09/01/20	1,254.93			82.12	82.12	1,337.05	1,373.23	(36.18)
	10/01/20	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	11/01/20	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	12/01/20	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	01/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
1.9% increase 2021	02/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	03/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	04/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	05/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	06/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	07/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	08/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	09/01/21	1,288.81			48.24	48.24	1,337.05	1,407.11	(70.06)
	10/01/21	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	11/01/21	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
3.0% increase 2022	12/01/21	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	01/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	02/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	03/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	04/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	05/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	06/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	07/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	08/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	09/01/22	1,313.30			23.75	23.75	1,337.05	1,431.60	(94.55)
	10/01/22	1,352.70			-	-	1,337.05	1,471.00	(133.95)
	11/01/22	1,352.70			-	-	1,337.05	1,471.00	(133.95)
	12/01/22	1,352.70			-	-	1,337.05	1,471.00	(133.95)
	01/01/23	1,352.70			-	-	1,337.05	1,471.00	(133.95)
	02/01/23	1,352.70					1,352.70		1%
	03/01/23	1,352.70					1,352.70		
	04/01/23	1,352.70					1,352.70		
	05/01/23	1,352.70					1,352.70		
06/01/23	1,352.70					1,352.70			
07/01/23	1,352.70					1,352.70			
08/01/23	1,352.70					1,352.70			





CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

**RECEIVED**

**AUG 29 2023**

**RENT ADJUSTMENT PROGRAM  
OAKLAND**

**PROOF OF SERVICE**

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

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

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

I served a copy of: Appeal - Administrative Decision – T23-0058  
11 attached pages to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (*check one*):

- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service (DO NOT USE THIS SERVICE METHOD TO SERVE PETITIONS OR RESPONSES TO PETITIONS.) I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

**PERSON(S) SERVED:**

Name	Cheri Brooks
Address	200 Frisbie Street
City, State, Zip	Oakland, California 94611
Email Address	qkcam45@att.net

Name	Gregory Ching, Centro Legal dela Raza
Address	3400 East 12 <sup>th</sup> Street
City, State, Zip	Oakland, California 94601
Email Address	<a href="mailto:gching@centrolegal.org">gching@centrolegal.org</a>

Name	
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City, State, Zip	
Email Address	

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 8/28/2023 (insert date served).

Severin Campbell

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PRINT YOUR NAME



August 28 2023

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SIGNATURE

DATE

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Housing and Community Development Department  
Rent Adjustment Program

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

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

**APPEAL DECISION**

**CASE NUMBER:** T23-0058, Brooks v. Campbell  
  
**APPEAL HEARING:** October 12, 2023  
  
**PROPERTY ADDRESS:** 200 Frisbie Street #200, Oakland CA  
  
**APPEARANCES:** Owner: Severin Campbell  
Tenant Representative: David Hall

**BACKGROUND**

On May 1, 2023, tenant Cheri Brooks filed a petition contesting three rent increases: \$1105 to \$1215.50, effective 10/1/15; \$1215 to \$1337.05, effective 10/1/16; and \$1337.05 to \$1352.70, effective 2/1/23. The petition alleged that the increases were above the allowable amount, were not properly served or lacked proper notice, and/or the tenant’s rent was not reduced after a prior increase period for capital improvements. The petition indicated that the tenant first received a RAP Notice in March 2015, and that the tenant received a RAP Notice with the rent increases in 2015 and 2016, but not 2023.

On May 4 and June 27, 2023, owner Severin Campbell filed a property owner response. Regarding the 2015 increase, the owner alleged that this was based on a 1.7% CPI increase and a pass-through for capital improvement costs of 8.3%. The 2016 increase was based on a 2% CPI increase and a pass through for capital improvement costs of 8%. Both increases were served with a RAP Notice. In 2018, the owner received approval from RAP to increase the rent to \$1,455, but the owner agreed to keep the rent at \$1,337. On January 2, 2023, the owner notified the tenant that rent would increase to \$1,352 based on CPI adjustments. The owner alleged that a total of \$15,919 was approved for capital pass through, but that actual pass through paid by the tenant between October 2015 and August 2022 was \$8,158.

The case was scheduled for a hearing on August 22, 2023. On August 21, 2023, the parties were notified that the hearing was cancelled because the Hearing Officer issued an Administrative Decision.

### **RULING ON THE CASE**

The Hearing Officer issued an Administrative Decision on August 22, 2023, granting the tenant's petition in part. The 2023 increase was invalid because it was served without a RAP Notice, which was corroborated by the owner's response.

The October 2015 increase from \$1,105 to \$1,215 was valid because it did not exceed 10%, and because the laws in effect at that time allowed owners to pass on capital improvement costs without needing prior approval from RAP. The 10% rent increase combined a 1.7% CPI increase (\$18.79) with an 8.3% increase (\$91.72) based on capital improvements. Although the increase was valid, the portion of the increase that was based on capital improvements (\$91.72) should have expired after 60 months, which was September 30, 2020. Therefore, the Hearing Officer found that the tenant was entitled to restitution of \$91.21<sup>1</sup> per month from October 2020 to August 2023, totaling \$3,192.35.

The October 2016 increase was invalid because it exceeded 10%. In October 2016, the tenant's base rent increased from \$1,123.79 to \$1,146.26 due to a 2% CPI increase and a capital improvement pass through of \$190.79 (16.98%), for a total rent increase of 18.98%. Therefore, the tenant is entitled to restitution for overpayments. Additionally, the 2016 pass-through (\$190.79) should have expired after 60 months, which was September 30, 2021. Therefore, the Hearing Officer found the tenant was entitled to restitution of \$190.79 per month from October 2021 to August 2023, totaling \$4,388.17.

The Hearing Officer determined that the total restitution owed to the tenant due to overpayments was \$13,742.93, dating back to 2016.

### **GROUND FOR APPEAL**

On appeal, the owner claimed that the Administrative Decision erred in three ways. First, the 2016 capital improvement pass-through was only \$99.07, not \$190.79, and therefore the rent increase was only 10%, not 18.98%. Furthermore, the 2016 pass-through was reviewed by the Hearing Officer in L17-0191, when the owner filed a petition seeking a third capital improvement pass-through in 2017 and was considered compliant with the rules in effect at that time. Since the 2016 pass-through amount was only \$99.07 and the total 2016 increase did not exceed 10%, \$6,052.86 of the restitution award is not warranted.

Second, the Administrative Decision erred by assuming that the 2016 pass-through continued between October 2021 and August 2023. The owner contended that

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<sup>1</sup> This figure of \$91.21 that was included in the calculation chart appears to have been a clerical error, since the actual pass-through amount was \$91.72.

the pass-through ended in June 2019. The tenant was advised of this in an email in October 2020. Therefore, \$4,388.17 of the restitution amount was not warranted.

Third, the Administrative Decision erred by assuming that the 2015 pass-through of \$91.72 continued between October 2020 and August 2023. The owner contended that the 2015 pass-through ended in May 2018. The tenant was advised of this in an email in October 2020. This erroneous assumption resulted in an award of \$3,192.35 in restitution that was not warranted.

Because the Hearing Officer did not hold a hearing, the owner did not have an opportunity to provide clarifying information or correct factual errors. In total, \$13,633.38 of the \$13,742.93 restitution award was based on incorrect information. The owner submitted a spreadsheet summarizing the rental history with their response. However, because capital improvement costs were passed through in three different amounts, the spreadsheet may have been difficult to follow.

The owner did not dispute that the 2023 rent increase was issued without a RAP Notice and agreed that the tenant is owed \$109.55 in restitution for overpayments between February 2023 and August 2023 based on the 2023 increase.

### **ISSUES ON APPEAL**

The following issues were presented to the Board:

1. Is there substantial evidence to support the Hearing Officer's calculations:
  - a. The 2016 rent increase was \$100.88 above the allowable amount of 10%?
  - b. The owner continued to charge the tenant for the 2015 pass-through after the amortization period ended, between October 2020 and August 2023?
  - c. The owner continued to charge the tenant for the 2016 pass-through after the amortization period ended, between October 2021 and August 2023?
2. Was the owner denied a sufficient opportunity to address the tenant's claims and provide their response prior to the issuance of the Administrative Decision?

### **APPEAL DECISION**

After parties' arguments, questions to the parties, and Board member discussion, the Board voted to affirm the decision as to the 2023 rent increase and subsequent award, and to remand the case back to the Hearing Officer for a hearing on the other issues. The Hearing Officer may, but is not required to, keep the record open to accept new evidence.

The Board voted as follows:

**Aye:** C. Oshinuga, M. Escobar, J. deBoer, K. Brodfuehrer, C. Jackson  
**Nay:** None  
**Abstain:** None



BRIANA LAWRENCE-MCGOWAN  
BOARD DESIGNEE  
CITY OF OAKLAND  
HOUSING, RESIDENTIAL RENT AND  
RELOCATION BOARD

November 6, 2023

DATE

**PROOF OF SERVICE**  
**Case Number T23-0058**

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

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

**Documents Included**

Appeal Decision

**Owner**

Severin Campbell  
1315 Stannage Avenue  
Berkeley, CA 94702

**Tenant**

Cheri Brooks  
200 Frisbie Street, Unit 200  
Oakland, CA 94611

**Tenant Representative**

Centro Legal de la Raza  
3400 East 12th Street  
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **November 07, 2023** in Oakland, CA.



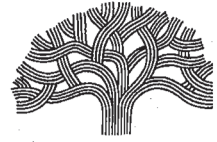
Briana Lawrence-McGowan

Oakland Rent Adjustment Program

**000080**



# CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

## **HEARING DECISION**

**CASE NUMBER:** T23-0058

**CASE NAME:** Brooks v. Campbell

**PROPERTY ADDRESS:** 200 Frisbie Street, Unit 200, Oakland, CA

**DATE OF ADMINISTRATIVE DECISION:** August 22, 2023

**DATE OF APPEAL HEARING:** October 12, 2023

**DATE OF HEARING:** February 6, 2024

**DATE OF DECISION:** April 17, 2024

**APPEARANCES:** Cheri Brooks, Tenant  
David Hall, Tenant Representative  
Severin Campbell, Owner

## **SUMMARY OF DECISION**

The tenants' petition is granted in part.

## **CONTENTIONS OF THE PARTIES**

The tenant filed a petition on May 1, 2023, contesting a rent increase from \$1,337.05 to \$1,352.70 per month, effective February 1, 2023, as well as prior rent increases. The tenants contest a rent increase from \$1,215.00 to \$1,337.05 per month, effective October 1, 2016, and a rent increase from \$1,105.00 to \$1,215.50 per month, effective October 1, 2015. The bases for the tenants' petition include the following:

- The rent increase is above the allowable CPI amount;

**000081**

- The rent increase is unlawful because the tenant was not given proper notice, was not properly served, and/or was not provided with the required *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)*; and
- The rent was not reduced after a prior rent increase period for capital improvements or after an additional tenant for whom the owner was allowed an increase, vacated from the premises.

The petition included a *Proof of Service (POS)* signed by Gregory Ching that he served the *Tenant Petition* and *Notice to Property Owner of Tenant Petition* by United States mail to the three owners, Severin Campbell, Leah Orloff, and Julie Gross on April 28, 2023.

The *Property Owner Response to Tenant Petition (Response)* was due to the Rent Adjustment Program (RAP) office by June 2, 2023.<sup>1</sup> The owner filed a late response on June 27, 2023, claiming that the reasons for the rent increases was because “RAP approved an increase of \$118.37 per month, effective July 2018, increasing rent from \$1337 to \$1455.”

Both parties signed their respective *Tenant Petition* and *Response* under penalty of perjury.

### THE ISSUES

- (1) Is there good cause for the Owner's failure to timely respond to the petition?
- (2) When, if ever, were the tenants served written notice of the *Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice)* prior to the petition being filed?
- (3) Are the contested rent increases valid?
- (4) Were the rent increases based on capital improvement passthroughs reduced after an amortization period has expired?

### EVIDENCE

At the commencement of the Hearing, the tenant withdrew the February 1, 2023, rent increase claim.

After being duly sworn, Tenant **Cheri Brooks**, provided the following testimony:

She moved into the unit in July 2010 and her monthly rent was \$1,045.00. She first received the *RAP Notice* in March 2015.

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<sup>1</sup> This date is calculated based on 30 days after the date the *Tenant Petition* was served on the owner, plus five (5) days for mailing.

In August 2015, she received a rent increase which was handed to her by Leah Orloff.<sup>2</sup> The rent increase stated that the rent increase was for a \$110.00 capital improvement passthrough.<sup>3</sup> A *RAP Notice* was not included with the rent increase. The tenant understood that the rent was increasing because of a capital improvement passthrough. In October 2015, she started paying the new rent increase through a portal.

In September 2016, the tenant received an e-mailed rent increase notice that included Capital Improvement and CPI rent increases from \$1,215.00 to \$1,337.05 per month, effective October 1, 2016; the notice was also left either on her door or slipped between the metal gate's mesh and the door.<sup>4</sup> A *RAP Notice* was included with the notice. The owner did not hand deliver the notice in 2016. The tenant understood then that the rent was increasing because of an 8% capital improvement passthrough and a 2% CPI rent increase.

In 2016, the owner offered a rent reduction and said, "because of your disability, if you need to, and if this is too much of an increase, let us know and we will work something out." At that time, the tenant looked at the state of her finances and believed she could pay the rent increase and declined the owner's offer.

In 2017, the owner filed an Owner Petition for Capital Improvement, and in 2018 the owner was granted a capital improvement passthrough of \$118.00 for 73 months. On May 24, 2018, the owner e-mailed her a rent increase notice wherein the rent increased \$118.37. The tenant asked the owners if the opportunity to "bypass" the rent increase as it was offered in 2016 was still available. At that time, she was experiencing decreased housing services and filed a *Tenant Petition*, so she offered to dismiss and retract her tenant petition in exchange for the owners to forego the 2018 rent increase. The owners replied that if the tenant would withdraw the decrease in service petition, then they would agree to waive the rent increase for a year and that they would revisit this issue again in one year.<sup>5</sup>

The tenant testified that since 2018, she has not received any written increases in rent that were personally delivered or mailed to her. The tenant never received another rent increase notice in writing that increased the rent by \$118.00.<sup>6</sup>

The tenant had "no idea when the capital improvements ended" so the tenants wrote to the owner in October 2020 asking to roll the rent back by \$110.00. The rent was not reduced. The tenant has paid the rent increase of \$1,337.05 since October 1, 2016, has continued to pay this rent amount as of the date of the hearing, and will continue to pay this amount. She has never received any notification that her rent was reducing due to the expiration of the capital improvement passthrough.

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<sup>2</sup> She remembers having a conversation with Leah when Leah brought it to her back door.

<sup>3</sup> Exhibit A. Her rent increased from \$1,105.00 to \$1,215.00.

<sup>4</sup> Exhibit A.

<sup>5</sup> The owners e-mailed her and stated, "Cheri: We will waive the rent increase for one year and revisit the issue again after that."

<sup>6</sup>

It is her understanding that the rent would reduce after the amortization of the capital improvement passthroughs and that her base rent would also be reduced to reflect the original base level. Her base rent should be \$1,127.00.

The tenant has been paying rent through a portal and has no control over changing the amount of rent she has to pay in that portal. She has to pay the rent amount as set by the portal. The portal has consistently showed that the tenant owes \$1,337.05 in rent every month. This rent amount did not increase or reduce in October 2021, nor did it change after the tenant received the initial Administrative Decision for this case number T23-0058. Even when she attempted to change the rent amount in the portal after receiving the initial Administrative Decision, she could not.

The owner conducted a lengthy cross-examination of Ms. Brooks. The tenant does not recall receiving the May 2018 rent increase via certified mail. The tenant was asked to read an e-mail sent to her by the owners on June 14, 2018:

“Cheri: We will waive the rent increase for one year and revisit the issue again after that. You may keep your camper shell in the backyard for 2 weeks. And then it has to be gone by the twentieth, at the latest. And we ask that you withdraw your complaint at the rent board.”

Ms. Campbell also asked the tenant to read a September 28, 2020 e-mail into the record.

Ms. Campbell asked the tenant, “Did you understand, at that time, that we were in fact continuing to pass through a portion of the \$118.00 capital pass through that had been approved by the RAP Ordinance?” Ms. Brooks emphatically answered, “No. I didn't understand anything, and I wrote back and asked, what happened to the 2016 pass through. It took me two years to wrap my head around the math. How did my base rent get to \$1,289 from \$1,105?”

Lastly, the tenant representative objected to the admission of the *Response*. He stated that there were a number of ways the response could be filed with the RAP. It does not have to be filed on-line. And that there were a number of ways a petition number could be found including contacting RAP directly.

After being duly sworn, the owner, **Severin Campbell**, provided the following testimony:

She received the tenant's packet from the tenant's representative, Gregory Ching, on May 3, 2024. In the tenant packet, she received the form *Notice to Property Owner of Tenant Petition*.<sup>7</sup> On May 10, she wrote to Mr. Ching via e-mail requesting the tenant petition number. Mr. Ching did not respond. On June 22, 2024, she received a letter from RAP indicating the petition number.

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<sup>7</sup> When asked, “Did you receive the *Notice to Property Owner of Tenant Petition* mailed to you on April 28, 2023?” Ms. Campbell testified, “Yes, I did.”

Ms. Campbell repeatedly testified, "Our response was not late" and "We were not late." She did not upload her *Response* or respond to RAP because, she did not have a petition number, and she did not have a number to respond to. When asked, why she did not email her response to RAP or mail the response to RAP, she responded, "I had no one to mail it to and I had no petition number. I don't feel like I can be held responsible if nobody responds."

The owner further testified, "It is our understanding that we are keeping your rent flat. We never said that we were waiving your rent increase. It was not our understanding in that June 14, 2018, email that says you would not have to pay any of the capital pass through amount."

"We were, in fact, increasing your base rent each month each year by the allowed CPI amount, and reducing the capital improvement passed through amount that had been authorized by RAP in order to keep your rent flat at \$1,337."

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Is there good cause for the Owner's failure to timely respond to the petition?

The Rent Ordinance requires respondents to file a response to a petition within 30 days after service of a notice by the Rent Adjustment Program that a petition was filed.<sup>8</sup> "If a tenant files a petition and if the owner wishes to contest the petition, the owner must respond . . ." Failure to file a timely response limits the owner's participation in the Hearing to cross-examination and summation.<sup>9</sup>

The owner testified that she received the tenant's *Petition* and the form *Notice to Property Owner of Tenant Petition* on May 3, 2024. On the *Petition*'s first page, the RAP office's address, telephone number, and website are printed on the letterhead. On the form *Notice to Property Owner of Tenant Petition*, the RAP office's address, telephone number, and website are also printed on the letterhead. It states in bold font the following:

#### **ATTENTION: IMMEDIATE ACTION REQUIRED**

#### **YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU**

**TO RESPOND:** Submit your signed **PROPERTY OWNER RESPONSE** form and completed and signed **PROOF OF SERVICE\*** form to RAP through RAP's online portal, via email, or by mail.

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

<sup>8</sup> Oakland Mun. Code (O.M.C.) § 8.22.090 (B).

<sup>9</sup> *Santiago v. Vega*, Case No. T02-0404.

The owner's testimony relies on the logic that in order for her to submit a *Response* to the RAP office, she must have a petition number; or that her written response to the tenant and the tenant representative was an adequate response for the purposes of submitting an *Owner Response* to the RAP office. This logic is unfounded. The form *Notice to Property Owner of Tenant Petition* specifically states the owner's responsibility, once served with the *Petition*, is to file an *Owner Response* with the RAP office. The owner had two ways to file the *Owner Response* without the petition case number: mail and email. Further, she could have contacted the RAP office by telephone or e-mail with any inquiry. Accordingly, the owner did not have good cause to warrant a delay for responding to the *Tenant Petition*, and therefore the Owner's Response cannot be considered in this case.

It should also be noted that, although required, the owner's participation in the Hearing was not limited to cross-examination and presenting a summation. During the cross-examination of the tenant, the owner testified in monologues her intentions and thought processes about the rent increases and the lack of rent increase notices.

#### RAP Notice and Rent Increases

Notice and Filing Requirements: The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (*RAP Notice*) at the start of a tenancy<sup>10</sup> and together with any notice of rent increase.<sup>11</sup> Under California Civil Code section 827, any notice of change of terms of the tenancy must be done in writing by delivering a copy to the tenant personally or by serving a copy by mail.

A tenant may file a petition to contest any rent increase. Where a tenant was served the *RAP Notice* at the inception of a tenancy, a tenant petition must be filed within 90 days of the date of service of a rent increase notice, if the rent increase notice was also served with a *RAP Notice*. Where the tenant did not receive the correct *RAP Notice* at the inception of the tenancy, the tenant can contest all rent increases.

Capital improvement pass-through rent increases are not part of the base rent for purposes of calculating future rent increases.

The tenant testified she first received the *RAP Notice* in March 2015. Therefore, the tenant was served the written *RAP Notice* in March 2015, prior to the petition being filed.

The tenant testified that she received a rent increase for capital improvement passthroughs in August 2015 without a *RAP Notice*. Her rent increased from \$1,105.00 to \$1,215.00. She testified that the following year, she received a rent increase notice with a *RAP Notice* for an 8% capital improvement passthrough and a 2% CPI rent increase via e-mail and the notice was left at her door. Her rent increased from \$1,215.00 to \$1,337.05. The tenant received a \$122.05 rent increase and started paying the monthly rent increase on October 1, 2016.

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<sup>10</sup> O.M.C. § 8.22.060 (A).

<sup>11</sup> O.M.C. § 8.22.070 (H)(1)(A).

Neither rent increases were lawful. In 2015, the rent increase did not accompany a *RAP Notice* and, in 2016, the rent increase was improperly served and exceeded 10%.<sup>12</sup>

On May 24, 2018, the tenant received an e-mailed rent increase notice wherein the rent increased \$118.37. This 2018 rent increase is moot because the owners withdrew this rent increase when they wrote to the tenant on June 14, 2018, and said, "Cheri: We will waive the rent increase for one year and revisit the issue again after that."

During cross-examination, the owner claimed that when the owners wrote in the June 14, 2018 e-mail, "revisit the issue again after that," it meant that the owners were automatically reinstating the \$118.00 rent increase after one year. Again, the owner's logic is unfounded. The plain English language of "revisit the issue again after that" does not mean the owner can impose a rent increase a year later without proper notice and without service of a written rent increase notice. Just because the owner wills it, does not make it true.

Further, Judicial Notice is hereby taken of Case Number L17-0191.<sup>13</sup> In the *Hearing Decision* and *Decision Summary*, the owner was ordered to serve a rent increase, together with a *RAP Notice*, and the *Decision Summary* on the tenant by mail, if the owner wishes to pass on \$118.37 in capital improvement passthroughs. The owner never followed the *Hearing Decision's* Order.

The tenant was served with the *RAP Notice* for the first time in March 2015. And, she is challenging the rent increase served in the year 2015 and 2016. Since she filed her petition on May 1, 2023, the validity of the 2015 and 2016 rent increases is time barred because the tenant did not file her petition within 90 days of the date of service of a rent increase notice. The only remaining issue is whether the rents were reduced after a prior rent increase period for capital improvements.

A tenant may file a petition anytime to seek relief when the owner fails to reduce rent following the expiration of the amortization period for capital improvements, and any interest due on any rent overcharges from the failure to reduce rent for a capital improvement.<sup>14</sup> The reimbursement of capital expenses from the tenant must be discontinued at the end of the amortization period.<sup>15</sup> Before February 1, 2017, all capital improvement pass-throughs were subject to a 60-month amortization period and must be discontinued at the end of the 60-month period.<sup>16</sup> In addition, an administrative citation<sup>17</sup> may be issued when the owner fails to remove a

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<sup>12</sup> 10% of the then \$1,105.00 base rent is \$110.50. In 2016, the parties erroneously used \$1,215.00 as the base rent. Even if the owners assumed the base rent was \$1,215.00, 10% of \$1,215.00 is \$121.50. However, the tenant received a \$122.05 rent increase. In addition, a 2% CPI rent increase of the then \$1,105.00 base rent is \$22.10; the capital improvement passthrough is the remaining \$99.95 (\$99.95 + \$22.10 = \$122.05).

<sup>13</sup> *Campbell v. Tenants*, Case Number L17-0191, Hearing Decision Dated April 26, 2018.

<sup>14</sup> O.M.C. § 8.22.070 (C) and Regulations §§ 10.2.5 and 8.22.070 (C)(a)(5) and 8.22.110 (F)(5).

<sup>15</sup> Regulations § 8.22.070 (C)(a)(3)(2). "The dollar amount of the rent increase justified by Capital Improvements shall be removed from the allowable rent at the end of the amortization period."

<sup>16</sup> Regulations: Former Appendix A. Effective January 9, 2015, the Regulations set the amortization period to five (5) years or sixty (60) months, until January 17, 2017, when the Regulations adopted an amortization schedule.

<sup>17</sup> Regulations § 8.22.150 (A)(1).

capital improvement rent increase on the first month following the end of the amortization period.<sup>18</sup>

The \$110.00 rent increase which went into effect on October 1, 2015 based on capital improvement pass-throughs expired on October 1, 2020. Any \$110.00 monthly capital improvement pass-through included in the tenant's rent after October 1, 2020, is invalid.

The \$99.95 rent increase which went into effect on October 1, 2016 based on capital improvement pass-throughs expired on October 1, 2021. Any \$99.95 monthly capital improvement pass-through included in the tenant's rent after October 1, 2021, is invalid.

As of October 1, 2015, the tenant's base rent \$1,105.00. As of October 1, 2016, the tenant's base rent was increased by 2%, resulting in a base rent of \$1,127.10. Because the tenant was never properly served with a written rent increase notice after October 1, 2016, the tenant's base rent remains \$1,127.10.

The owner contends that the owners lawfully passed on rent increases because statements were e-mailed to the tenant explaining how the rent increases were structured even though the owner never served a lawful written rent increase to the tenant. The August and September 2020 e-mails the owner asked Ms. Brooks to read into the record are irrelevant - e-mails are not valid rent increases. In addition, the owner is also prevented from introducing any evidence as the basis for this decision due to the late filing of her response.

Ms. Campbell insisted that the owners intended and therefore did pass on rent increases for "each year" by incrementally adjusting the base rent and lowering capital improvements portion of the rent each year. However, Ms. Brooks credibly and repeatedly testified that she was never served personally or received by mail any written rent increase notices after 2015. It is as if the owners expected Ms. Brooks to telepathically know that her base rent was increasing incrementally with each passing year.

Because the tenants paid the invalid rent increases, the tenants are entitled to restitution for overpayment of rent. See Rent Overpayment Chart attached as Exhibit 1.

The only type of rent overpayment where the Regulations have reserved the tenant's right to recover interest is when an owner fails to reduce a capital improvement rent increase.<sup>19</sup> The tenant may seek interest due on any rent overcharges from the failure to reduce rent for a capital improvement.<sup>20</sup> In 2023, the Regulations were further amended to specify that Hearing Decisions where there are rent overpayments based on an owner's failure to reduce rent after the expiration of the amortization period for a Capital Improvement **shall** also include a calculation of any interest that may be due.<sup>21</sup>

<sup>18</sup> Regulations § 8.22.150 (A)(2)(g).

<sup>19</sup> O.M.C. § 8.22.070 (C) and Regulations §§ 10.2.5 and 8.22.070 (C)(1)(a)(5) and 8.22.110 (F)(5).

<sup>20</sup> Regulations § 10.2.5.

<sup>21</sup> Regulations §§ 8.22.070 (C)(1)(a)(5) and 8.22.110 (F)(5).



**Notice to the Property Owners:** The owner is hereby advised that, if the owner fails to remove a Capital Improvement Rent increase on the first month within three (3) weeks of the mailing of this Decision, an Administrative Citation<sup>22</sup> shall be issued against the owner, seeking a monetary penalty.

**ORDER**

1. Petition T23-0058 is granted, in part.
2. The base rent is \$1,127.10.
3. The owner has failed to remove two Capital Improvement Rent increases on the first month following the end of each amortization period.
4. The tenant is owed restitution in the amount of \$7,984.68 for overpaid rent. This overpayment is adjusted by a rent decrease for twelve (12) months in the amount of \$665.39 a month.<sup>23</sup>
5. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to all parties.
6. If the owner wishes to, she can repay the restitution owed to the tenants at any time. If she does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
7. Capital improvement pass-through rent increases are not part of the base rent for purposes of calculating future rent increases.

**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: April 17, 2024

  
\_\_\_\_\_  
Susan Ma  
Hearing Officer  
Rent Adjustment Program

<sup>22</sup> Regulations § 8.22.150.

<sup>23</sup> Rent Adjustment Program Regulations § 8.22.110 (F)(4)(d).

**OVERPAID RENT**

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total	Imputed Interest	Monthly Rent Overpayment
1-Oct-20	1-Sep-21	\$1,215	\$1,105.00	\$110.00	12	\$1,320.00	2.929%	\$111.75
1-Oct-21	1-Apr-24	\$1,337	\$1,127.10	\$209.95	31	\$6,508.45	3.827%	\$553.64
						\$7,828.45		\$665.39
<b>TOTAL OVERPAID RENT</b>						<b>\$7,984.68</b>		

**RESTITUTION**

MONTHLY RENT	\$1,127.10
TOTAL TO BE REPAYED TO TENANT	\$7,984.68
TOTAL AS PERCENT OF MONTHLY RENT	708.48%
AMORTIZED OVER	12 MO. BY REG. IS
OR OVER	IS
	<b>\$665.39</b>

**PROOF OF SERVICE**

**Case Number: T23-0058**

**Case Name: Brooks v. Campbell**

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

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

**Documents Included**

Hearing Decision

**Owner**

Severin Campbell  
1315 Stannage Avenue  
Berkeley, CA 94702

**Tenant**

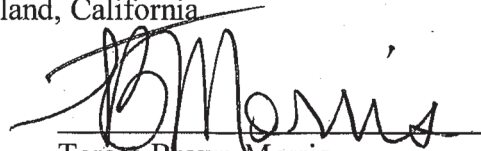
Cheri Brooks  
200 Frisbie Street Unit 200  
Oakland, CA 94611

**Tenant Representative**

David Hall, Centro Legal de la Raza  
3400 East 12th Street  
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **April 18, 2024** in Oakland, California



Teresa Brown-Morris  
Oakland Rent Adjustment Program

**000091**



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

For Rent Adjustment Program date stamp.

## APPEAL

<b>Appellant's Name</b> Severin Campbell	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 200 Frisbie Street, Oakland CA 94611	
<b>Appellant's Mailing Address (For receipt of notices)</b> Severin Campbell 1315 Stannage Avenue Berkeley CA 94702	<b>Case Number</b> T23-0058
	<b>Date of Decision appealed</b> April 17, 2024
<b>Name of Representative (if any)</b> N/a	<b>Representative's Mailing Address (For notices)</b>

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

**1) There are math/clerical errors that require the Hearing Decision to be updated.**

The Hearing Officer used the wrong base rent amount when calculating restitution. The base rent as of October 2015 was \$1,123 (not \$1,105) and as of October 2016 was \$1,146 (not \$1,127).

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

- a)  **The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board.**

The Hearing Officer Decision is inconsistent with 8.22.070.C.a.(3) and 8.22.070.C.a.(5)

The Hearing Officer's April 17, 2023 Decision states that the "owner failed to remove two Capital Improvement Rent increases on the first month following the end of each amortization period". This is not correct.

The original owner submission in response to T23-0058 included detailed documentation showing that the total Capital Improvement Rent increases, implemented in 2015 and 2016, were removed when the Capital Improvement Rent increases were completed and prior to the end of the 60-month amortization period. This information was further detailed in the spreadsheet accompanying the appeal to the August 22, 2023 Administrative Decision. The Hearing Officer does not indicate in the Decision, dated April 17, 2024, if the documentation submitted with the owner's response to petition T23-0058 and with the appeal to the Administrative Decision was reviewed or considered.

Also, as noted in the October 6, 2023 Memorandum from the Deputy City Attorney to the HRRRB, “The Ordinance and Regulations do not specify exactly how the pass-through expires at the end of the amortization period—meaning, they do not require owners to provide a particular type of notice.”

- b)  **The decision is inconsistent with decisions issued by other Hearing Officers.** *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*

The Hearing Officer Decision states that the Capital Improvement Rent increase of \$118.37, approved by the RAP Hearing Officer in response to owner petition L17-0191, is “moot because the owners withdrew this rent increase...”. This is not correct.

The owners *did not* withdraw the Capital Improvement Rent increase. The tenant was never told verbally or in writing that the Capital Improvement Rent increase was withdrawn. The information provided to the tenant was that the total rent of \$1337.05, including both base rent and capital improvement pass-through, would not be increased.

The Capital Improvement Rent increase has never exceeded \$118.37 per month or extended beyond the 72-month amortization period, which was scheduled to begin on July 1, 2018, and end on June 30, 2024. The Rent Adjustment Program ordinance does not provide for the owner to give subsequent written notice after the properly served initial notice.

- c)  **The decision raises a new policy issue that has not been decided by the Board.** *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
- d)  **The decision violates federal, state, or local law.** *(In your explanation, you must provide a detailed statement as to what law is violated.)*
- e)  **The decision is not supported by substantial evidence.** *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

As noted above, the original owner submission in response to T23-0058 included detailed documentation showing that the total Capital Improvement Rent increases, implemented in 2015 and 2016, were removed when the Capital Improvement Rent increases were completed and prior to the end of the 60-month amortization period. This information was further detailed in the spreadsheet accompanying the appeal to the August 22, 2023 Administrative Decision. The Hearing Officer does not indicate in the Decision, dated April 17, 2024, if the documentation submitted with the owner’s response to petition T23-0058 and with the appeal to the Administrative Decision was reviewed or considered.

- f)  **I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.**

The Hearing Officer determined that the property owner response to T23-0058 was not timely. Our response was timely. On May 3, 2023, we received from the tenant the petition form downloaded from the Rent Adjustment Program (RAP) website. We served a copy of the owner response to the tenant and tenant representative by US Mail on May 4, 2023. The owner response included the Proof of Service statement (Attachment I).

- g)  **The decision denies the Owner a fair return on the Owner's investment.** *(You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)*
- h)  **Other.** *(In your explanation, you must attach a detailed explanation of your grounds for appeal.)*

**Supporting documents (in addition to this form) must not exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of**

**the filing of this document.** Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). *Please number attached pages consecutively.*

- **You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed.**

I served a copy of: [Appeal to April 17, 2024 Hearing Office Decision And Additional Documents \(1. Memorandum to HRRRB\); 2. May 4, 2023 Proof of Service; 3. Rent Payment Details](#)) and 7 attached pages to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (*check one*):

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

<b><u>Name</u></b>	David Hall
<b><u>Address</u></b>	Centro Legal de la Raza 3400 E. 12 <sup>th</sup> Street
<b><u>City. State Zip</u></b>	Oakland, CA 94601
<b><u>Email Address</u></b>	dhall@centrolegal.org
<b><u>Name</u></b>	Cheri Brooks
<b><u>Address</u></b>	200 Frisbie Street
<b><u>City. State Zip</u></b>	Oakland CA 94611
<b><u>Email Address</u></b>	Qkcam45@att.net

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 4/26/2024

Severin Campbell

\_\_\_\_\_  
PRINT YOUR NAME



\_\_\_\_\_  
SIGNATURE

April 26, 2024

\_\_\_\_\_  
DATE

**IMPORTANT INFORMATION:**

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

day.

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- **Any response to the appeal by the responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 30 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 35 days of the date the appeal was mailed to them.**
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.

To: Members, Housing, Residential & Relocation Board

From: Severin Campbell



Date: April 26, 2024

We are appealing the Hearing Officer's Decision regarding T23-0058, dated April 17, 2024. Our appeal is based on the following:

1. The Hearing Officer determined that the property owner response to T23-0058 was not timely. Our response was timely. On May 3, 2023, we received from the tenant the petition form downloaded from the Rent Adjustment Program (RAP) website. We served a copy of the owner response to the tenant and tenant representative by US Mail on May 4, 2023. The owner response included the Proof of Service statement (Attachment II).

On May 10, 2023, we requested from the tenant and tenant representative the petition number. Neither replied to our request.

We did not receive notice from the Rent Adjustment Program confirming that the petition had been filed until June 24, 2023. We uploaded the owner response to T23-0058 to the RAP website on June 27, 2023.

The Hearing Officer did not state in the August 22, 2023 Administrative Decision that the owner response to T23-0058 was not timely. The first time that the Hearing Officer informed us that the owner response was considered to not be timely was in the hearing conducted on February 6, 2024.

As a result of the Hearing Officer initially issuing the August 22, 2023 Administrative Decision without conducting a hearing and determining in the February 6, 2024 hearing that the owner response was not timely, we have been improperly denied the opportunity to present evidence in an impartial hearing.

2. The Hearing Officer's April 17, 2023 Decision states that the "owner failed to remove two Capital Improvement Rent increases on the first month following the end of each amortization period".

The original owner submission in response to T23-0058 included detailed documentation showing that the total Capital Improvement Rent increases, implemented in 2015 and 2016, were removed when the Capital Improvement Rent increases were completed and prior to the end of the 60-month amortization period. This information was further detailed in the spreadsheet accompanying the appeal to the August 22, 2023 Administrative Decision. The Hearing Officer does not indicate in the Decision, dated April 17, 2024, if the documentation submitted with the owner's response to petition T23-0058 and with the appeal to the Administrative Decision was reviewed or considered.

Also, as noted in the October 6, 2023 Memorandum from the Deputy City Attorney to the HRRRB, "The Ordinance and Regulations do not specify exactly how the pass-through expires at the end of the amortization period—meaning, they do not require owners to provide a particular type of notice."

**000096**



3. The Hearing Officer Decision states that the Capital Improvement Rent increase of \$118.37, approved by the RAP Hearing Officer in response to owner petition L17-0191, is “moot because the owners withdrew this rent increase...”. This is not correct.

The owners *did not* withdraw the Capital Improvement Rent increase. The tenant was never told verbally or in writing that the Capital Improvement Rent increase was withdrawn. The information provided to the tenant was that the total rent of \$1337.05, including both base rent and capital improvement pass-through, would not be increased.

The Capital Improvement Rent increase has never exceeded \$118.37 per month or extended beyond the 72-month amortization period, which was scheduled to begin on July 1, 2018, and end on June 30, 2024. The Rent Adjustment Program ordinance does not provide for the owner to give additional written notice after the properly served initial notice.

We do not agree that the base rent as of October 2016 is \$1,127.10 per month and that we owe restitution of \$7,984.68.

We consider our actions to be consistent with the Rent Adjustment Program. However, we understand that, although we did not increase the tenant’s total rent, the HRRRB could reasonably consider that we should have provided annual rent notices that we were increasing the base rent by the allowed CPI and decreasing the Capital Improvement Rent below the allowable amount. Attachment III is a spreadsheet detailing total rent payments (including base rent as of October 2016 and total allowed Capital Improvement Rent increases) from October 2015 through June 2024.

Capital Improvement Costs 2015	
Sewer Lateral	6,900
Roof	9,794
	<hr/>
	16,694
70% Capital Improvement Pass Through	11,686
<a href="#">Information submitted with Petition L17-0191</a>	

Capital Improvement Costs 2016	
Alley Electric	7,900
Bouchard Sesimic	20,036
	<hr/>
	27,936
70% Capital Improvement Pass Through	19,555
<a href="#">Information submitted with Petition L17-0191</a>	

Rent Adjustment Board -Capital Improvement Costs 2017	
Structural upgrade	30,125
Stucco and paint	15,900
Gutters & downspouts	2,675
	<hr/>
	48,700
70% Capital Improvement Pass Through	34,090
<a href="#">Information submitted with Petition L17-0191</a>	

Total	93,330
70% Capital Improvement Pass Through	65,331

	Start Date	Unit 200	Months	End Date
2015 Pass Through	Oct-15	2,935	31	May-18
2016 Pass Through	Oct-16	4,458	45	Jun-20
RAP - L17-0191	Jul-18	8,523	72	Jun-24
Total		<hr/>		
		15,916		

Appeal \_ Hearing Officer Decision to Tenant Petition T23-0058

RAP CPI Increase	Date	Base Rent	Capital			Subtotal Capital Through	Total Actual Rent	Allowed	Actual > Allowed
			2015 Capital Through	2016 Capital Through	Pass Through (L17-0191)				
	Prior	1,105.00							
1.7%	10/01/15	1,123.79	91.72			91.72	1,215.51	1,215.51	
	11/01/15	1,123.79	91.72			91.72	1,215.51	1,215.51	
	12/01/15	1,123.79	91.72			91.72	1,215.51	1,215.51	
	01/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	02/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	03/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	04/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	05/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	06/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	07/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	08/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
	09/01/16	1,123.79	91.72			91.72	1,215.51	1,215.51	
2%	10/01/16	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	11/01/16	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	12/01/16	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	01/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	02/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	03/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	04/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	05/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	06/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	07/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	08/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	09/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	10/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	11/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	12/01/17	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	01/01/18	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	02/01/18	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	03/01/18	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	04/01/18	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	05/01/18	1,146.26	91.72	99.07		190.79	1,337.05	1,337.05	
	06/01/18	1,146.26		99.07		99.07	1,337.05	1,245.33	(91.72)
	07/01/18	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	08/01/18	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	09/01/18	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	10/01/18	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	11/01/18	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	12/01/18	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	01/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	02/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	03/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	04/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	05/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	06/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	07/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	08/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	09/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	10/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	11/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	12/01/19	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	01/01/20	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	
	02/01/20	1,146.26		99.07	118.37	217.44	1,337.05	1,363.70	

Appeal \_ Hearing Officer Decision to Tenant Petition T23-0058

RAP CPI Increase	Date	Base Rent	2015 Capital		2016 Capital		Capital	Subtotal	Total	Actual > Allowed
			Pass Through	Pass Through	Pass Through (L17-0191)	Capital Pass Through	Actual Rent	Allowed		
	03/01/20	1,146.26		99.07	118.37		217.44	1,337.05	1,363.70	
	04/01/20	1,146.26		99.07	118.37		217.44	1,337.05	1,363.70	
	05/01/20	1,146.26		99.07	118.37		217.44	1,337.05	1,363.70	
	06/01/20	1,146.26		99.07	118.37		217.44	1,337.05	1,363.70	
	07/01/20	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	08/01/20	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	09/01/20	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	10/01/20	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	11/01/20	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	12/01/20	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	01/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	02/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	03/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	04/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	05/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	06/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	07/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	08/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	09/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	10/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	11/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	12/01/21	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	01/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	02/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	03/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	04/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	05/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	06/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	07/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	08/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	09/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	10/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	11/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	12/01/22	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	01/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	02/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	03/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	04/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	05/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	06/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	07/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	08/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	09/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	10/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	11/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	12/01/23	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	01/01/24	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	02/01/24	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
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	04/01/24	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	05/01/24	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
	06/01/24	1,146.26			118.37		118.37	1,337.05	1,264.63	(72.42)
Total Capital Improvement Rent			2,935.04	4,458.15	8,522.64					(3,567.85)



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

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

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

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

On the following date: 04/ 26 /2024 I served a copy of (check all that apply):

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

Other: Appeal to April 17 2024 Hearin Officer Decision and 7 attached pages \_\_\_\_\_

by the following means (check one):

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

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

### PERSON(S) SERVED:

Name	Cheri Brooks
Address	200 Frisbie Street
City, State, Zip	Oakland, CA 94611

Name	David Hall, Centro Legal de la Raza
Address	3400 East 12th Street
City, State, Zip	Oakland, CA 94601

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

Severin Campbell

PRINTED NAME



April 26, 2024

SIGNATURE

DATE

Page 2 of 2

Proof of Service

000102

## CHRONOLOGICAL CASE REPORT

Case No.: L24-0025

Case Name: Sun v. Tenant

Property Address: 534 31<sup>st</sup> Street, Oakland, CA 94609

Parties: Gordon Sun (Owner)  
Janet Sun (Owner Representative)  
Tedros Kifle (Tenant)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Petition filed (Owner)	May 1, 2024
Owner Exhibits	May 9, 2024
Tenant's Letter	June 8, 2024
Administrative Decision	July 2, 2024
Appeal filed (Owner)	July 12, 2024



L24-0025  
EL/BJ

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

**PROPERTY OWNER PETITION**

**RECEIVED**  
MAY -1 2024  
RENT ADJUSTMENT PROGRAM  
OAKLAND

**Property Address:** 534 31st Street, Oakland, CA, USA  
**Case:** Petition: 16669  
**Date Filed:** 05-01-2024

**PARTIES**

Party Owner  
Name Gordon Sun  
Address 2981 Northwood Drive  
Alameda, 94501  
  
Address 2981 Northwood Drive  
Mailing Address Alameda, 94501  
(415) 877-0152  
gordon.sun.sf@gmail.com

Party Representative  
Name Janet Sun  
Address 2981 Northwood Dr  
Alameda, 94501  
  
Address 2981 Northwood Dr  
Mailing Address Alameda, 94501  
(415) 877-0152  
gordon.sun.sf@gmail.com

Party Tenant  
Name Tedros Kifle  
Address 534 31st Street, Oakland, CA, USA  
Unit 1  
Oakland, CA  
  
Address (510) 830-6533  
Mailing Address kiflededros594@gmail.com

<b>Total number of units on property</b>	4
<b>Date on which you acquired the building</b>	05-05-2015
<b>Type of units</b>	Apartment, Room or Live-work





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

## **PROPERTY OWNER PETITION**

**Property Address:** 534 31st Street, Oakland, CA, USA  
**Case:** Petition: 16669  
**Date Filed:** 05-01-2024  
**Have you (or a previous Owner) given the City of Oakland's form entitled "Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to the tenants in each unit affected by the petition?"** No

**On what date was the RAP Notice first given?**

**Have you paid your Oakland Business License? The property owner must have a current Oakland Business License. If it is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.)** No

**Oakland Business License number** 00172495

**Have you paid the Rent Adjustment Program Service Fee (per unit)? The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. Note: If RAP fee is paid on time, the property owner may charge the tenant one half of the per-unit RAP Service fee.** No

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

**Evidence of registration for all affected cover units**

**Is the subject property exempt from the registration requirement?** No

On 01-01-2024 I/we used all reasonable diligence in preparing my annual registration statement, reviewed it and submitted it to the Rent Adjustment Program, and, to the best of my knowledge, the information contained in the statement was true and complete. To the extent I was unable, despite the use of reasonable diligence, to ascertain the exact information to be reported, I provided the most accurate approximation possible based on information and belief where possible or, where such approximation was not feasible, I stated that the information was unknown. I Declare: Yes

**Is property registered online? :** No



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

## **PROPERTY OWNER PETITION**

**Property Address:** 534 31st Street, Oakland, CA, USA  
**Case:** Petition: 16669  
**Date Filed:** 05-01-2024

### **Reason(s) for Petition**

*Note: Justifications for Rent Increases other than the annual allowable rate are discussed in the Rent Adjustment Program Regulations – Appendix A, Sec. 10.*

I (We) petition for approval of one or more rent increases on the grounds that the increase(es) is/are justified by:

**Tenant Not Residing in Unit as  
Principal Residence**

### **Mediation**

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

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



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

**PROPERTY OWNER PETITION**

**Property Address:** 534 31st Street, Oakland, CA, USA  
**Case:** Petition: 16669  
**Date Filed:** 05-01-2024

**Consent to Electronic Service**

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

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

**Interpretation Services**

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

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

**Declaration Re: Attachments greater than 25 pages**

The documents to be submitted to the Rent Adjustment Program with the Property Owner Petition exceed 25 pages and the owner is opting, as allowed by law, to not serve the attachments on the affected tenants unless requested. The documents will be available for review at the Rent Adjustment Program. Additionally, if any tenant requests the attachments in writing, the owner will provide the attachments to the requesting tenant within ten days of the request.

**The Owner provided additional documents to the RAP that exceed 25 pages and is choosing to not provide the documents to the tenant(s) unless requested.** **No**

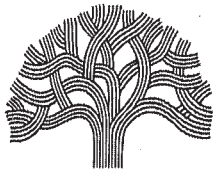
***I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this petition is true and that all the documents attached to the petition are true copies of the originals.***

**Gordon Sun**

**5/1/2024**

Signature

Date



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

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

*\*Exception for attachments exceeding 25 pages. See "Important Information Regarding Filing Your Petition."*

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

On the following date: 05 / 01 / 2024 I served a copy of (check all that apply):

**PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus 23 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)

**NOTICE TO TENANTS OF PROPERTY OWNER PETITION**

Other: \_\_\_\_\_

by the following means (check one):

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

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

**PERSON(S) SERVED:**

Name	Tedros Kifle
Address	534 31st St Unit 1
City, State, Zip	Oakland, CA 94609

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

*NOTE: If you need more space to list tenants you may attach additional copies of this page.*

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

Janet Sun

PRINTED NAME



SIGNATURE

05/01/2024

DATE SIGNED

# Case Overview

[← Back](#)

Case Number : RR2023-2338216 | Type : Rent Registry | Address : 534 31ST ST OAKLAND CA 94609 US | Status : Registration Completed  
Deadline Date :

APN : 009071501100 | Assessor Total Unit Count : 4 | Total Units Added : 4 | Created On : 04/05/2023 10:21 AM  
Modified On : 09/24/2023 07:34 PM | Date Registration Submitted : 07/11/2023 | Submitter's Name : Janet Sun  
Submitter's Title : Property Manager

[Intake Form](#)

[Contact Info](#)

[Documents](#)

[Comments](#)

Rent Registry (RR2023-2338216) ▼

No details available for case

Over  No Unit Number

Parcel Ass Unit Number

1

Back

INST Property Type

Step 1 BOTH same: Multifamily Property - Two or More Residential Units

it add ne IS.

This refers to any property that has more than one dwelling unit. Includes the following: Duplexes; triplexes; apartment buildings; and single-family homes with an ADU, junior ADU, in-law, cottage unit, or any other additional dwelling units.

Step 2 you m

ntory,

Step 3 Year Property Built (as reflected in Alameda county records)

Note: 1900

exemp

Was this unit created the same year as the property built?

Step 4 page 1

Yes  No  Unknown

e

Occupant Type

Tenant

Ac

Number of Bedrooms

1

Number of Bathrooms

1

Unknown Tenancy Start Date

Number of Occupants

1

Unknown Number of Occupant

Amount of Security Deposit Provided at Start of Tenancy

\$ 200.00

le

Amount  Unknown Amount of Security Deposit

Date of Most Recent Rent Increase

07/01/2015

Unknown Date of Most Recent Rent Increase

Click c contact same: Proper

Amount of Most Recent Rent Increase

\$ 34.00

ger i the

Unknown Amount of Most Recent Rent Increase

Co Services Included with Rent

- Water
- Refuse/Recycle
- Natural Gas
- Electricity
- Parking
- Laundry
- Storage
- Internet
- Other
- N/A

ES

000111

No Unit Number

**Unit Number**

**Property Type**

0

0

This refers to any property that has more than one dwelling unit. Includes the following: Duplexes; triplexes; apartment buildings; and single-family homes with an ADU, junior ADU, in-law, cottage unit, or any other additional dwelling units.

**Year Property Built (as reflected in Alameda county records)**

1900

**Was this unit created the same year as the property built?**

Yes  No  Unknown

**Occupant Type**

Click c  
may cl

**Number of Bedrooms**

Unit

**Number of Bathrooms**

Drag

Unknown Tenancy Start Date

**Number of Occupants** ⓘ

534  
OAK  
946C  Unknown Number of Occupant

534  
OAK  
946C **Amount of Security Deposit Provided at Start of Tenancy**

534  
OAK  
946C  Unknown Amount of Security Deposit

534  
OAK  
946C **Date of Most Recent Rent Increase** ⓘ

Unknown Date of Most Recent Rent Increase

**Amount of Most Recent Rent Increase**

Unknown Amount of Most Recent Rent Increase

**Services Included with Rent**

Water  Refuse/Recycle  Natural Gas  Electricity  Parking  Laundry  Storage  
 Internet  Other  N/A

000112



No Unit Number

Unit Number

Property Type

This refers to any property that has more than one dwelling unit. Includes the following: Duplexes; triplexes; apartment buildings; and single-family homes with an ADU, junior ADU, in-law, cottage unit, or any other additional dwelling units.

Year Property Built (as reflected in Alameda county records)

1900

Was this unit created the same year as the property built?

Yes  No  Unknown

Occupant Type

Prop Number of Bedrooms

Number of Bathrooms

Unknown Tenancy Start Date

Number of Occupants ⓘ

Unknown Number of Occupant

Amount of Security Deposit Provided at Start of Tenancy

Unknown Amount of Security Deposit

Date of Most Recent Rent Increase ⓘ

Unknown Date of Most Recent Rent Increase

Amount of Most Recent Rent Increase

Unknown Amount of Most Recent Rent Increase

Services Included with Rent

Water  Refuse/Recycle  Natural Gas  Electricity  Parking  Laundry  Storage  
 Internet  Other  N/A

000113

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

## CITY OF OAKLAND BUSINESS TAX CERTIFICATE

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

ACCOUNT NUMBER  
00172495

EXPIRATION DATE  
12/31/2024

DBA  
SUN GORDON & JANET

BUSINESS LOCATION  
534 31ST ST  
OAKLAND, CA 94609-3222

BUSINESS TYPE  
02 Rental - Apartment



SUN GORDON & JANET  
2981 NORTHWOOD DR  
ALAMEDA, CA 94501-1669



Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dea.ca.gov/publications>



## CITY OF OAKLAND

Revenue Division - Business Tax Section  
250 Frank H. Ogawa Plaza, #1320  
Oakland, CA 94612  
(510) 238-3704 TDD (510) 238-3254  
[www.oaklandnet.com](http://www.oaklandnet.com)

### Acknowledgement of Payment Received

Date: January 09, 2024

The City of Oakland acknowledges receipt of the following payment on the date printed above.

This payment will be tendered against the following account(s)

Account #: 00172495  
Account Name: SUN GORDON & JANET  
Account Address: 2981 NORTHWOOD DR ALAMEDA, CA 94501-1669  
Account Paid: O - RESIDENTIAL RENTAL PROPERTY  
Business Address: 534 31ST ST OAKLAND, CA 94609-3222

Please keep this acknowledgement for your records. Thank you.

Payment received by: TA

<b>2024</b>	
BT Recordation and Tech EFT	\$5.00
BT Gross Receipts O Tax EFT	\$117.85
BT SB1186 (AB1379) EFT	\$4.00
RAP Rent Adjustment Program (O) EFT	\$202.00
<b>Total</b>	<b>\$328.85</b>



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

**000115**

**Owner Statements Regarding Tenant Not Residing in Unit as Principal Residence of 534 31st Street, Unit 1**

The tenant Tedros claims to be living in unit 1 as principal residence, but fails to meet the minimum of 6 months occupancy/year. Therefore the owner is petitioning to set initial rents without restriction pursuant to Costa Hawkins ( California Civil Code § 1954.53(d)), with evidence as follows:

- Tedros Kifle has not occupied the unit for more than 6 months / year and is not occupying the unit now:
  - For 10-plus months, Tedros Kifle's location was reported to be Africa. He was not seen on the premises. Unknown persons occupied his unit. This was from before December 2022 until around September 2023,
  - For all of 2024, Tedros Kifle has not occupied his unit. There is 24-hour video surveillance of the building premises demonstrating no entries or exits by Tedros Kifle. There have also been 21 on-site visits, and 10 maintenance visits inside the unit without Tedros Kifle present.
  - Note: As soon as possible, notices were provided to the tenant in January 2023, June 2023, September 2023 regarding the lack of residence and reserving rights to the Costa Hawkins rent increase.
- Except for paying rent, Tedros Kifle has stopped performing tenant activities and has assigned his responsibilities to another occupant:
  - For more than 12 months Tedros Kifle was unreachable to landlord contact. Voicemail and text messages went unanswered. The lack of contact lasted from approximately June 2022 until October 2023.
  - Tedros Kifle has delegated communications, maintenance and other unit decisions to the unit occupant Adam Kifle.
- Tedros Kifle is the sole tenant of unit 1 and the only original occupant:
  - Per signed rental agreement dated June 5, 2015, Tedros Kifle has been the only tenant and paying rent. Landlord does not accept rent from any other persons.
  - Tedros Kifle is the only remaining original occupant of the unit. No other original occupants occupy or claim principal residence.

Rental Agreement and Rent Payment Instructions (3 pages)

**RENTAL AGREEMENT**  
(MONTH - TO - MONTH TENANCY)

THIS AGREEMENT, entered into this 2nd day of June 2015 by and between Janet Sun & Gordon Sun and Tedros Kifle hereinafter called respectively lessor and lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of lessee, said lessor does hereby demise and let unto the lessee, and lessee hires from lessor for use as a residence those premises described as located at **534 31st Street, Apt #1, Oakland California 94609** for a tenancy from month-to-month commencing on the 1st day of July and at a monthly rent of \$704 ← Dollars per month, payable monthly in advance on the 1st day of each and every month. notified on July 30

It is further mutually agreed between the parties as follows:

- (1) Said premises is a 1-bedroom apartment and shall be occupied by no more than 2 adults and 1 child.
- (2) Lessee shall not keep or permit to be kept in said premises any dog, cat, parrot, or other bird or animal.
- (3) Lessee shall not violate any city ordinance or state law in or about said premises.
- (4) That all alterations, additions, or improvements made in and to said premises shall, unless otherwise provided by written agreement between the parties hereto, be the property of Lessor and shall remain upon and be surrendered with the premises.
- (5) Lessee shall not sub-let the demised premises, or any part thereof, or assign this agreement without the lessor's written consent.
- (6) Any failure by lessee to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, shall at the option of the lessor, and after lawful notice given, forthwith terminate this tenancy.
- (7) Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the lessor in as good condition as when received, ordinary wear and damage by the elements excepted.

(8) Except as to any condition which makes the premises untenable, lessee hereby waives all right to make repairs at the expense of lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided in Section 1941 of said Civil Code.

(9) The LESSOR agrees to properly cultivate, care for, and adequately water the lawn, shrubbery, trees and grounds.

(10) The LESSOR shall pay for all water & garbage service supplied to the said premises. The lessee shall pay for all gas, heat, light, power, telephone service, and all other services except as herein provided, supplied to the said premises.

(11) Nothing contained in this agreement shall be construed as in conflict with or waiving any of lessor's rights under the laws of the State of California.

(12) This agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than 30 days prior notice in writing.

(13) The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

(14) Remarks:

Based on previous rental agreement  
+ rent increases.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

  
\_\_\_\_\_  
LESSOR

  
\_\_\_\_\_  
LESSEE

**INSTRUCTIONS FOR DEPOSITING FUNDS AT BANK BRANCH**

Tedros Kifle  
534 31st St  
Oakland, CA 94609

Dear Tedros Kifle,

Should you wish, payments can be made in person at the below address:

[Redacted]  
[Redacted]  
[Redacted]  
M-F 9:00 am - 5:00 pm  
[Redacted]

to the account described below:

[Redacted]  
[Redacted]  
Account Holder name: Janet Sun, Gordon Sun  
[Redacted]

Please feel free to contact me with any questions at: 415-877-0152.

Thank you,

Janet Sun Member # [Redacted] C/O Patelco

or Mail to:

Janet Sun  
Member # [Redacted] - 10  
C/O Patelco  
71 x 77. J CL



Notice of reservation of rights June 8, 2023 (2 Pages)

We prepared and served a reservation of rights as soon as we learned of some of the potential names of the current occupants of the unit. This notice was served on all known and unknown occupants in order to preserve our rights to a Costa-Hawkins rent increase.

## Notice of Reservation of Rights by Landlord

To: Original Occupant: Tedros Kifle, Yusef Abbe,

Subsequent Occupants: Adam Kifle, Embarfrash Gele, Tserha Kifle,  
And all others occupying the premises described below.

Premises to which this Notice relates: 534 31<sup>st</sup> Street, #1  
City of Oakland and County of Alameda, California, ZIP: 94609

PLEASE TAKE NOTICE THAT THE OWNER IS RESERVING ALL RIGHTS:

Under the Oakland Residential Rent Adjustment Program Ordinance, the Landlord may set rents without restriction when a covered unit is sublet or assigned and none of the original occupants permanently reside in the covered unit.

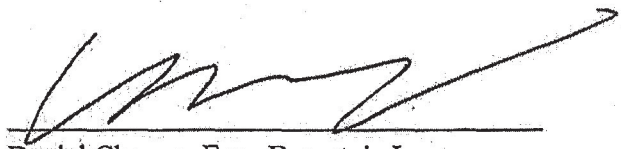
California Civil Code Section 1954.53(d)(2) provides: "If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996." Landlord reserves the right to increase the rent under that law when the last Original Occupant vacates.

Neither the actions of Landlord in compliance with any state or local laws with regards to replacement roommates, nor the giving of this Notice, nor the failure to object or take action as a result of a new occupant residing with Original Occupant, nor the acceptance of rent constitutes any approval of the occupancy by a new occupant, or acknowledgment of that tenant being a Tenant in Possession as defined under the Oakland Residential Rent Adjustment Program Ordinance Section 8.22.010, or any waiver of any rights of Landlord under Oakland Residential Rent Adjustment Program Ordinance Section 8.22.080(D), California Civil Code Section 1954.53(d)(2), or otherwise constitute an acceptance of, or consent to, any additional occupant, or a waiver of any rights the landlord may have under the terms of the existing rental agreement or any current or future law.

In the event that the rental agreement contains a provision requiring all modifications to be in writing, you are reminded of that requirement and advised that the Landlord intends to enforce it, and it may not be waived by the statement of persons in the employ of Landlord who are not authorized to make leasing decisions. You cannot rely on oral statement by others.

Dated: 6/8/23

By:

  
Daniel Cheung, Esq., Bornstein Law  
Attorneys and Duly Authorized Agent for Landlord

Sun

DECLARATION OF SERVICE OF NOTICE TO TENANT

1. At the time of service I was at least 18 years of age and not a party to this action, and I served copies of the (specify documents):
NOTICE OF RESERVATION OF RIGHTS BY LANDLORD

2. a. Party served: TEDROS KIFLE

b. Person served:

3. By delivery at:
534-31ST STREET #1, OAKLAND, CA 94609

a. ON, the date of: 6/8/2023 b. AT, the time of: 7:53 PM

4. I served the party named in item 2 by:

- (1) By delivering a copy to the tenant personally.
(2) If he or she is absent from his or her place of residence, and from his or her usual place of business, by leaving a copy with some person of suitable age and discretion at either place, and sending a copy through the mail addressed to the tenant at his or her place of residence.
(3) If such place of residence and business cannot be ascertained, or a person of suitable age or discretion there can not be found, then by affixing a copy in a conspicuous place on the property, and also delivering a copy to a person there residing, if such person can be found; and also sending a copy through the mail addressed to the tenant at the place where the property is situated. Service upon a subtenant may be made in the same manner.

(b) The notices required by Section 1161 may be served upon a commercial tenant by any of the following methods:

- (1) By delivering a copy to the tenant personally.
(2) If he or she is absent from the commercial rental property, by leaving a copy with some person of suitable age and discretion at the property, and sending a copy through the mail addressed to the tenant at the address where the property is situated.
(3) If, at the time of attempted service, a person of suitable age or discretion is not found at the rental property through the exercise of reasonable diligence, then by affixing a copy in a conspicuous place on the property, and also sending a copy through the mail addressed to the tenant at the address where the property is situated. Service upon a subtenant may be made in the same manner.

(c) For purposes of subdivision (b), "commercial tenant" means a person or entity that hires any real property in this state that is not a dwelling unit, as defined in subdivision (c) of Section 1940 of the Civil Code, or a mobilehome, as defined in Section 798.3 of the Civil Code.

Date Copies Mailed:

From: MAILING DECLARATION ATTACHED

5. Person serving (name, address and telephone No.):



STEVEN PONTIFLET
ACTION ATTORNEY SERVICE
P.O. BOX 19255
OAKLAND, CA 94619
CELL (510) 326-9605 ALAMEDA. #1255

a. Fee for service: \$ 100-

- b. Not a registered California process server.
c. Exempt from registration under B&P § 22350(b).
d. Registered California process server.
(1) Employee or independent contractor
(2) Registration No.: ALAMEDA REG# 1593
(3) County

6. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
7. I am a California sheriff, marshal, or constable and I certify that the foregoing is true and correct.

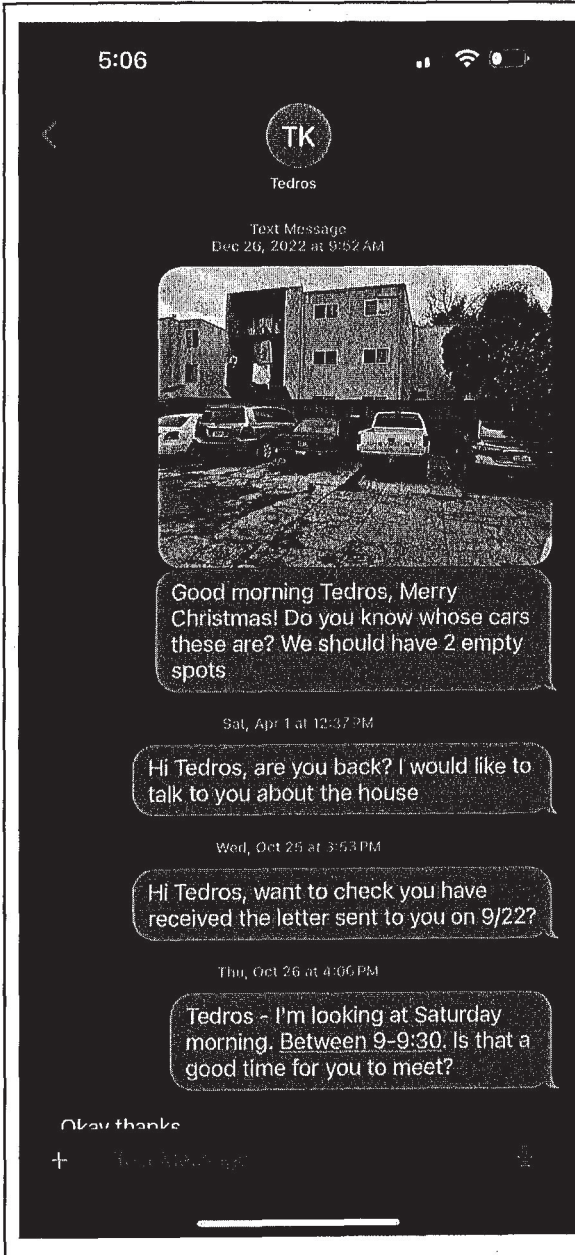
Date: 6/10/2023

[Signature]
(SIGNATURE)

30653

NOTICE TO RESIDENT
(Tenant)

Communications with Tedros Kifle, Tserha Kifle, and Adam Kifle 2022 - 2024 (8 pages)



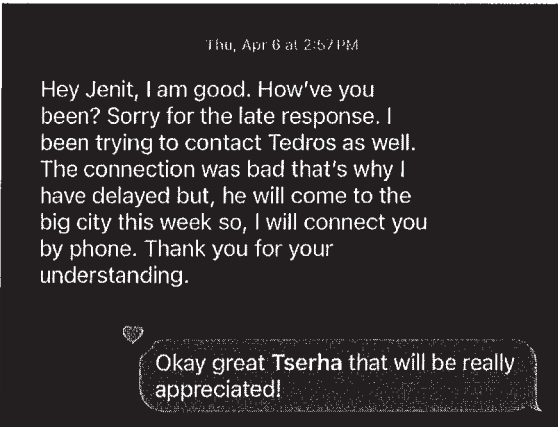
December 2022

Tedros Kifle has been unresponsive to landlord contacts. Phone calls have been unanswered for several months. Not responding to text messages.



**January 6, 2023**

Notice is provided to Tedros Kifle to contact the landlord in 30 days.



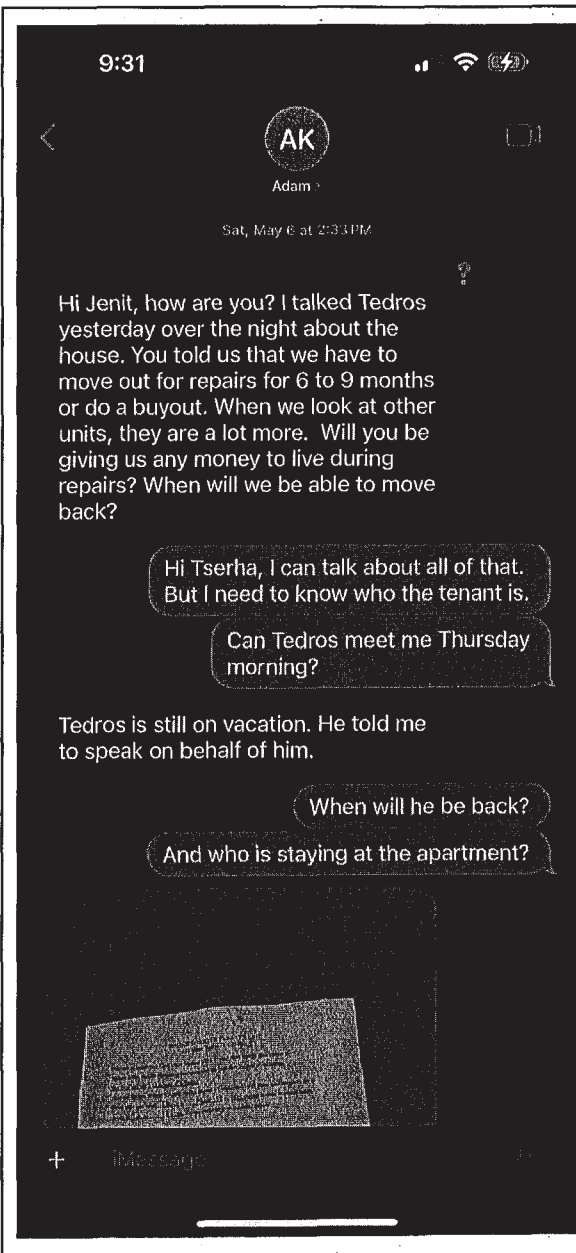
Thu, Apr 6 at 2:57 PM

Hey Jenit, I am good. How've you been? Sorry for the late response. I been trying to contact Tedros as well. The connection was bad that's why I have delayed but, he will come to the big city this week so, I will connect you by phone. Thank you for your understanding.

Okay great Tserha that will be really appreciated!

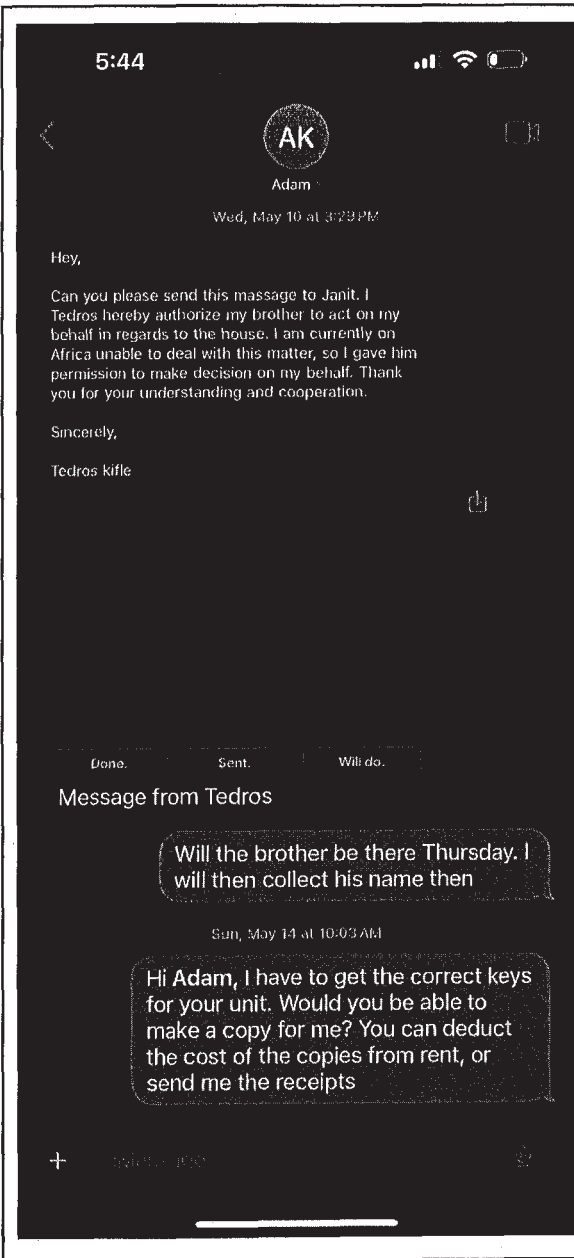
**Jan 6, 2023 - April 6, 2023**

Tserha Kifle, Adam Kifle - sister and brother of Adam Kifle send phone and text messages that they're trying to contact Tedros Kifle



May 6, 2023- May 10, 2023

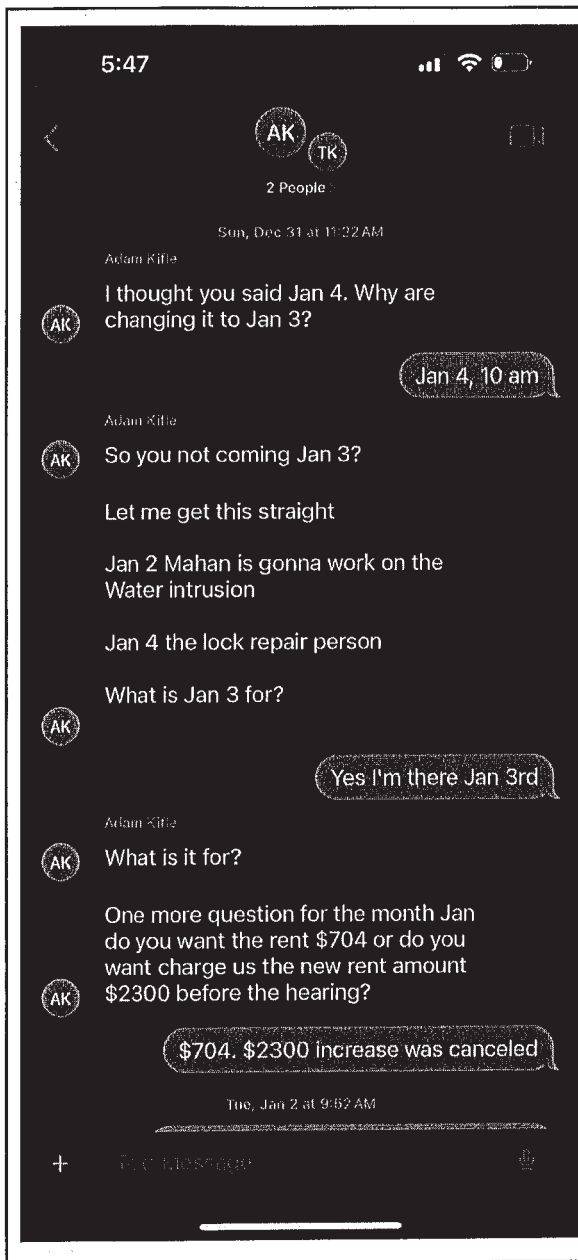
Adam Kifle initiates buyout negotiation for Tedros Kifle: "Tedros is still on vacation. He told me to speak on behalf of him"



Tedros Kifle delegates tenant responsibilities:

"I am currently on Africa unable to deal with this matter."

"I Tedros hereby authorize my brother to act on my behalf in regards to the house"



### Dec 2023 - 2024

Adam Kifle continues to be the primary tenant contact.

Communications and decision that Adam Kifle presides over:

- Maintenance
- Rent inquiries
- Move-out negotiations



\$40,000  
\$10,000 paid on contract signed,  
\$30,000 paid on moveout

Moveout date: Nov 1st  
Pay rent: Yes  
Early Moveout Bonus:  
equal to rent for each month until Nov  
1

Example: if move out is June 1, then  
extra bonus is 5x \$704 (or 5x \$792 if  
rent increase is approved)= \$3520 (or  
\$3960 if rent increase approved)

Tue, Jan 16 at 8:36 AM

Hey Adam and Tedros, I found out the  
City of Oakland estimates only a 8  
month lead time whole house remodel  
permit. So it will not make sense for us  
to sign the Nov 1 agreement. I'm sorry  
about that

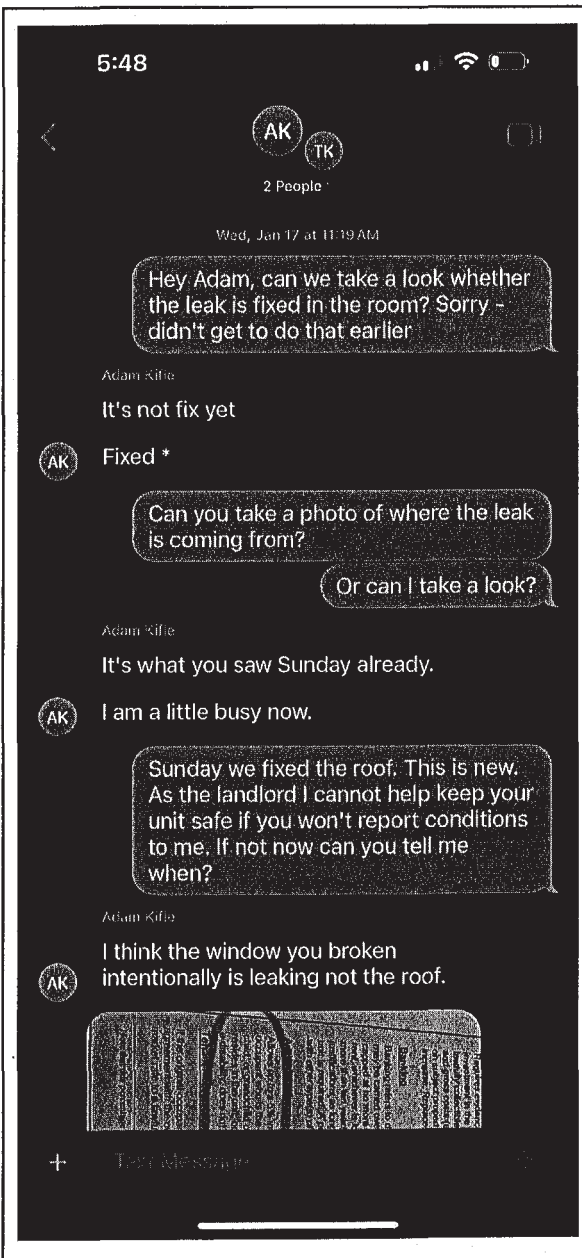
Latest will be September 1.

Adam Kifle

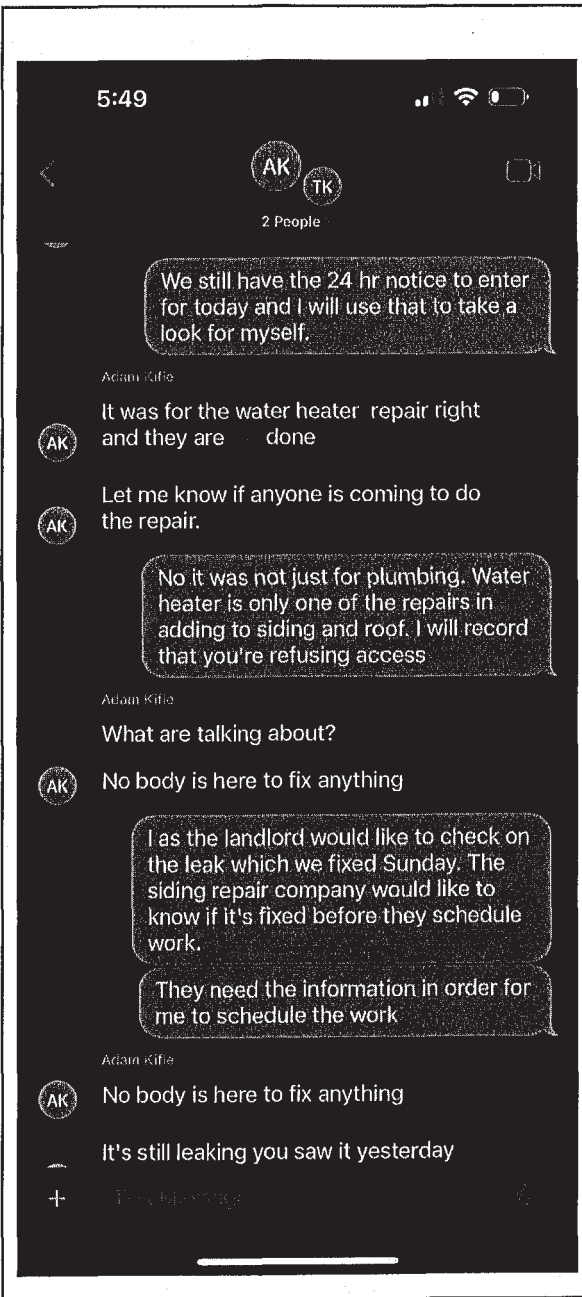
Janet it's important for us to have the  
Nov 1 date to move out just in case. It  
don't mean we gonna stay that long,  
but we need to have the peace of  
mind. We have a mother older than 70.



Adam Kifle negotiates a buyout on behalf of  
Tedros Kifle.

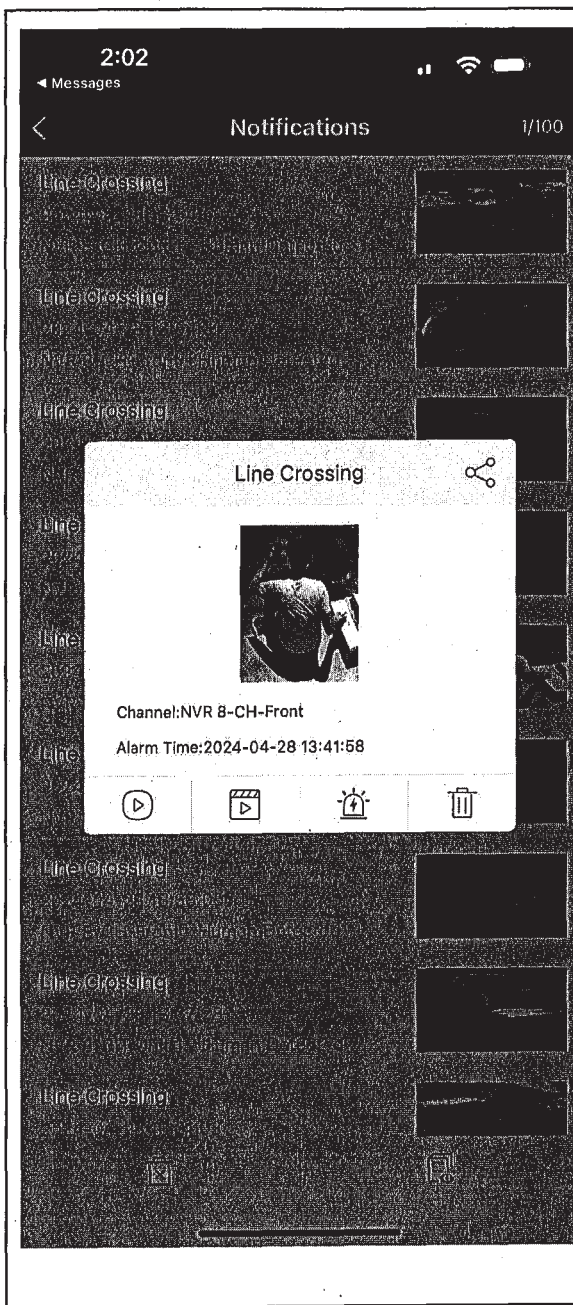


Adam Kifle presides over whether to report the condition of the unit to the landlord.



Adam Kifle decides what constitutes a repair and whether to allow notified access for repairs.

24 hr Video Surveillance of Building Premises - No Records of Tedros Kifle (4 pages)

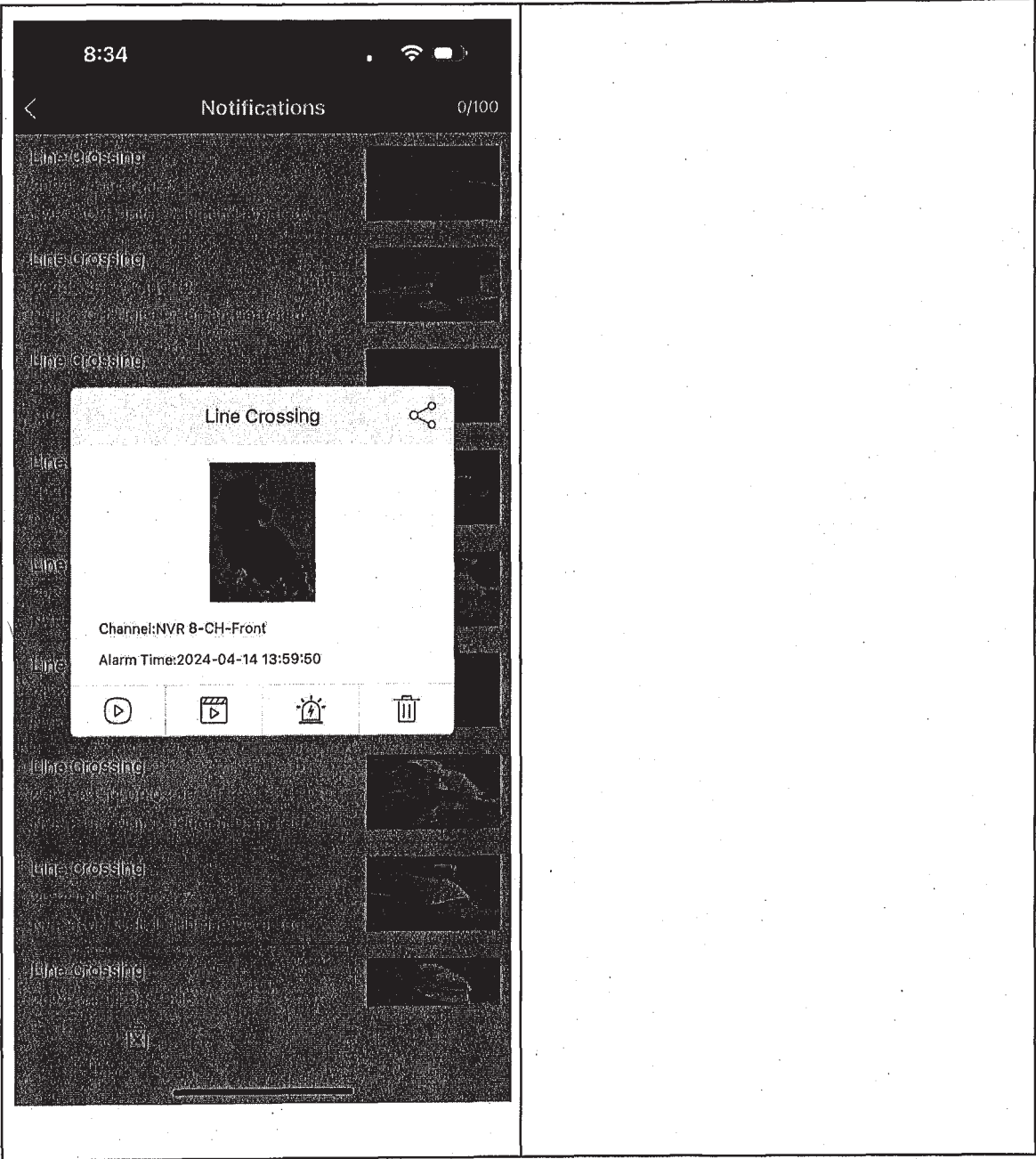


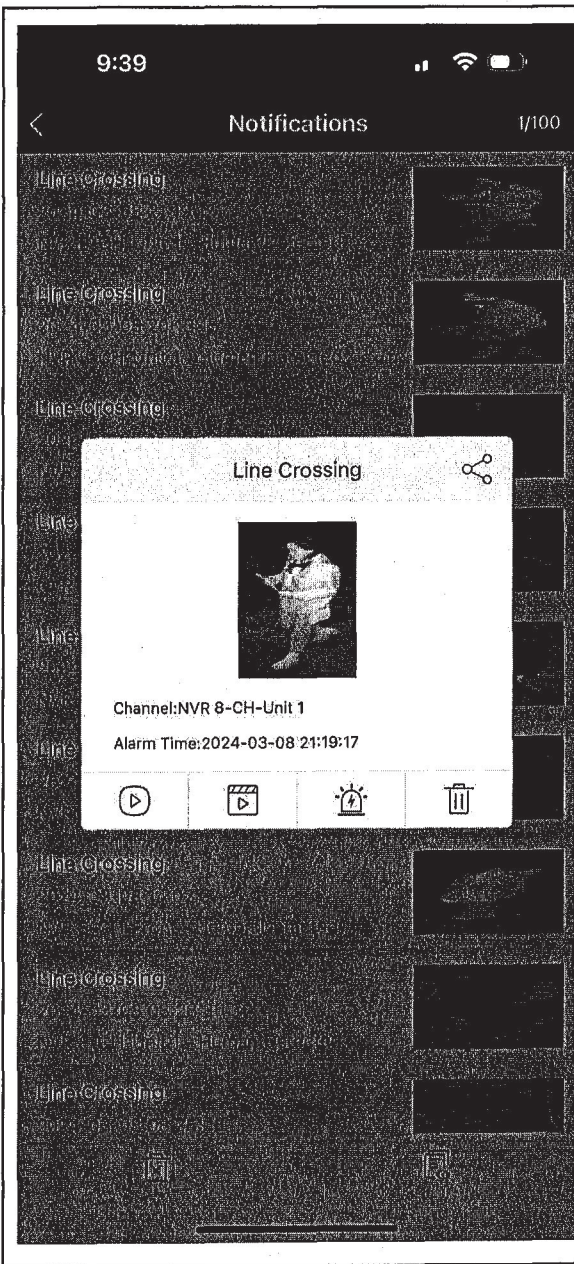
24-hr surveillance system.

Tedros Kifle is not present.

All below recordings are available:

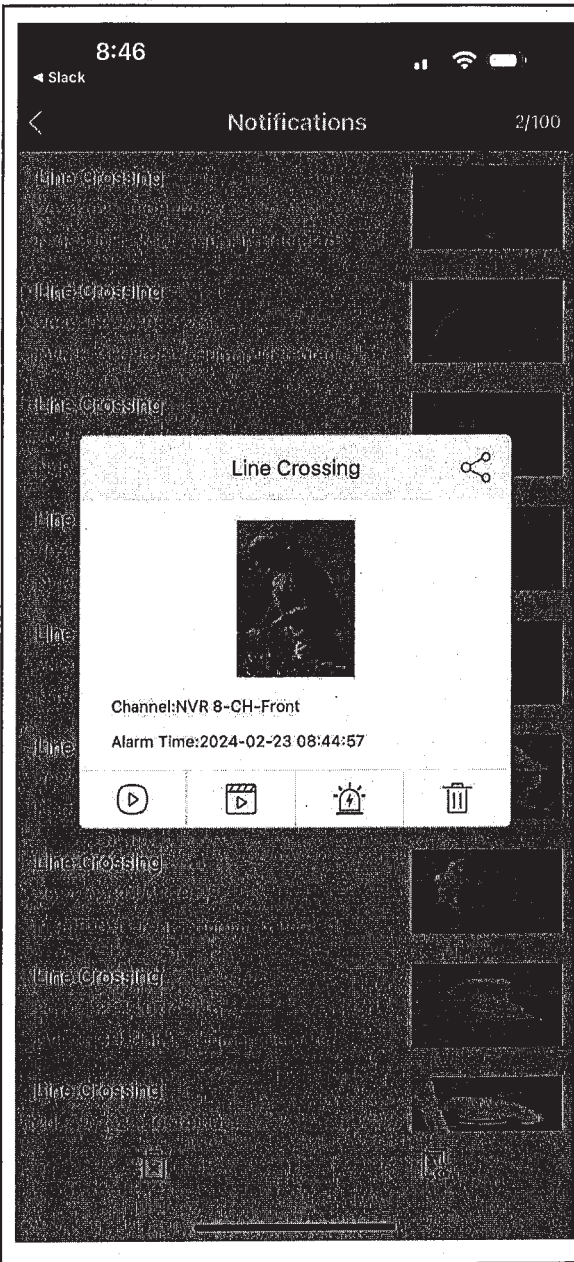
- Near-daily crossings occupants of the unit
- Weekly/monthly crossings by regular vendors and landlord
- Occasional crossings by neighbors and delivery persons





Daily / near-daily crossings by other occupants (Adam Kifle and mother)

Regular crossings by landlord (Janet Sun)



Vendor crossings

9:45

Remote Playback

2024-04-01 14:28:48

04 06 08 10 12 14 16 18 20 22 00

Sun Mon Tue Wed Thu Fri Sat

31 1 2 3 4 5 6

Recording Type Deselect all

- AI Event-Line Crossing
- AI Event-Intrusion
- Other AI Events
- Manual

Delivery person crossings

Security Station	Time	File Size	File Name
Apr 1 - Apr 14	Apr 14, 2024 at 8:56PM		Folder
Apr 15 - May 1	Apr 14, 2024 at 6:22PM		Folder
Feb 19 - Mar 10	Mar 10, 2024 at 6:30PM		Folder
Mar 11 - Mar 31	Apr 1, 2024 at 9:40PM		Folder
Front_20240311151340.avi	Apr 1, 2024 at 9:28PM	637 KB	AVI movie
Front_20240311161516.avi	Apr 1, 2024 at 9:28PM	873 KB	AVI movie
Front_20240312073132.avi	Apr 1, 2024 at 9:28PM	539 KB	AVI movie
Front_20240312073136.avi	Apr 1, 2024 at 9:28PM	699 KB	AVI movie
Front_20240312074959.avi	Apr 1, 2024 at 9:28PM	669 KB	AVI movie
Front_20240312082912.avi	Apr 1, 2024 at 9:28PM	849 KB	AVI movie
Front_20240312082957.avi	Apr 1, 2024 at 9:29PM	379 KB	AVI movie
Front_20240312100000.avi	Apr 1, 2024 at 9:29PM	741 KB	AVI movie
Front_20240312133108.avi	Apr 1, 2024 at 9:29PM	668 KB	AVI movie
Front_20240312133552.avi	Apr 1, 2024 at 9:29PM	674 KB	AVI movie
Front_20240312140524.avi	Apr 1, 2024 at 9:29PM	728 KB	AVI movie
Front_20240312155910.avi	Apr 1, 2024 at 9:29PM	625 KB	AVI movie
Front_20240312154403.avi	Apr 1, 2024 at 9:29PM	825 KB	AVI movie
Front_20240312151448.avi	Apr 1, 2024 at 9:29PM	695 KB	AVI movie
Front_20240313084412.avi	Apr 1, 2024 at 9:29PM	890 KB	AVI movie
Front_20240313084820.avi	Apr 1, 2024 at 9:29PM	621 KB	AVI movie
Front_20240313085766.avi	Apr 1, 2024 at 9:29PM	723 KB	AVI movie

Backups videos



Landlord Unit 1 On-site Logs

Date	In Unit 1?	Tenant Contact
1/08/2022	N	
2/5/2022	N	
3/13/2022	Y	Tedros Kifle
4/1/2022	N	
5/5/2022	N	
5/7/2022	N	
6/6/2022	N	
6/20/2022	N	
6/30/2022	N	
8/6/2022	N	
9/3/2022	N	
10/1/2022	N	
11/19/2022	N	
12/3/2022	N	
12/26/2022	N	
1/3/2024	N	
1/6/2023	N	
2/11/2023	N	
3/18/2023	N	
5/13/2023	Y	Adam Kifle
6/12/2023	N	
7/8/2023	N	
8/12/2023	N	
9/9/2023	N	

10/7/2023	N	
11/18/2023	N	
12/15/2023	N	
12/24/2023	Y	Adam Kifle
1/4/2024	Y	Adam Kifle
1/6/2024	Y	Adam Kifle
1/7/2024	Y	Adam Kifle
1/10/2024	N	
1/11/2024	N	
1/14/2024	Y	Adam Kifle
1/15/2024	Y	Adam Kifle
1/17/2024	N	
1/18/2024	Y	Adam Kifle
1/19/2024	Y	Adam Kifle
1/23/2024	N	
1/25/2024	N	
1/26/2024	N	
1/27/2024	N	
1/28/2024	N	
1/29/2024	Y	Adam Kifle
2/4/2024	N	
2/9/2024	N	
2/17/2024	N	
2/21/2024	Y	Adam Kifle
3/8/2024	N	
04/05/2024	N	

**RECEIVED**

JUN - 8 2024

OAKLAND RENT  
ADJUSTMENT PROGRAM

Inquiry Regarding Case Number L24-0025 - Missing Owner Petition

Dear Brittni Jackson,

I hope this message finds you well.

I am writing to inquire about the upcoming remote hearing for case number L24-0025, for which I have received a Zoom invitation.

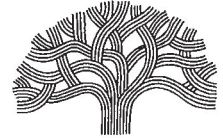
However, I have not received the owner's petition related to this case.

Could you kindly provide me with the owner's petition and any other relevant documents pertaining to this hearing at your earliest convenience? Additionally, if there are any other steps I need to take to ensure I am fully prepared for the hearing, please let me know.

Thank you for your attention to this matter. I look forward to your prompt response.

Best regards,

Tedros Kifle  
534 31st APT#1  
Oakland CA 94609  
(510) 830-6533  
kifletedros594@gmail.com



**ADMINISTRATIVE DECISION**

**CASE NUMBER:** L24-0025

**CASE NAME:** Sun v. Tenant

**PROPERTY ADDRESS:** 534 41<sup>st</sup> Street, Unit 1  
Oakland, CA

**PARTIES:** Janet Sun, Owner’s Representative

**SUMMARY OF DECISION**

The Owner’s petition is denied.

**INTRODUCTION**

**Reason for Administrative Decision:** An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is to allow the parties to present testimony and other evidence to resolve disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing, and no material facts are disputed. Therefore, an administrative decision is being issued without a hearing.

**BACKGROUND**

On May 1, 2024, the Owner, by and through their representative, filed the petition herein for approval of a rent increase on the ground that the Tenant in Unit 1 was not residing in the unit as their principal residence.<sup>1</sup> The Tenant did not file a response to the petition.

On May 21, 2024, the Owner reported that the unit was vacant pursuant to a no-fault eviction.

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<sup>1</sup> O.M.C. § 8.22.070(C)(f)

## RATIONALE FOR ADMINISTRATIVE DECISION

On May 1, 2024, the Owner, filed the petition herein for approval of a rent increase on the ground that the Tenant in Unit 1 was not residing in the unit as their principal residence.<sup>2</sup>

The Rent Adjustment Ordinance defines a tenant as a person entitled to the use or occupancy of any covered unit by written or oral agreement.<sup>3</sup>

On May 21, 2024, the subject unit was reported as vacant by the Owner, effective May 16, 2024. Accordingly, the issue raised in the petition no longer exists and cannot be addressed. Therefore, the Owner's petition is denied.

### ORDER

1. Petition L24-0025 is denied.
2. The Remote Settlement Conference and Hearing, scheduled for July 1, 2024, is canceled.

**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 seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a weekend or holiday, the appeal may be filed on the next business day. The date and service method are shown on the attached Proof of Service.



Dated: June 28, 2024

---

Élan Consuella Lambert  
Hearing Officer  
Rent Adjustment Program

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<sup>2</sup> O.M.C. § 8.22.070(C)(f)

<sup>3</sup> O.M.C. § 8.22.020

**PROOF OF SERVICE**  
**Case Number L24-0025**

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

**Document Included**

Administrative Decision

**Owner**

Gordon & Janet Sun  
2981 Northwood Drive  
Alameda, CA 94501

**Tenant**

Tedros Kifle  
534 31st Street, Unit 1  
Oakland, CA 94609

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 2, 2024** in Oakland, CA.



---

Ava Silveira  
Oakland Rent Adjustment Program



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

For Rent Adjustment Program date stamp.

## APPEAL

<b>Appellant's Name</b> Gordon Sun	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 534 31st Street, Unit 1, Oakland, CA 94609	
<b>Appellant's Mailing Address (For receipt of notices)</b> 2981 Northwood Drive, Alameda, CA 94501	<b>Case Number</b> L24 - 0025
	<b>Date of Decision appealed</b> 07/12/2024
<b>Name of Representative (if any)</b> Janet Sun	<b>Representative's Mailing Address (For notices)</b> 2981 Northwood Drive, Alameda, CA 94501

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

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

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

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

**• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. •**

I served a copy of: Appeal for L24 - 0025 (insert name of document served)  
 And Additional Documents

and (write number of attached pages) 4 attached pages (not counting the Appeal Form or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):


- a. First-Class Mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.
- c. Electronic Service. I electronically sent the document(s) to the person(s) at the address(es) listed below who have previously given written consent to receiving notices and documents in this matter from the RAP and from the OTHER PARTY/IES electronically at the email address(es) they provided.

<b><u>Name</u></b>	Tedros Kifle
<b><u>Address</u></b>	304 FAIRMOUNT AVE APT 1
<b><u>City, State Zip</u></b>	OAKLAND, CA 94611
<b><u>Email Address</u></b>	kifletedros594@gmail.com
<b><u>Name</u></b>	
<b><u>Address</u></b>	
<b><u>City, State Zip</u></b>	



<b>Email Address</b>	
----------------------	--

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and the documents were served on 7/12/2024 (insert date served).

Janet Sun
PRINT YOUR NAME

SIGNATURE

7/12/2024
DATE

**IMPORTANT INFORMATION:**

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

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- **Any response to the appeal by the responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 30 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 35 days of the date the appeal was mailed to them.**
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.

This is an appeal of the administrative decision on case number L24-0025 issued 07/01/2024. The grounds for appeal and explanations are listed below:

**1. I was denied a sufficient opportunity to present my claim**

The administrative decision was based on a May 16, 2024 owner-reported unit vacancy that was not part of the petition. I was not aware the owner-reported unit vacancy would be used to render the decision or that the decision would use evidence from after May 1, 2024 the date of the petition. The evidence that would have been presented are:

- a. the circumstances of the no-fault eviction where the tenant reserves the right to return and therefore remains subject to the rent and allowed rent increases (attached)
- b. The evidence that the tenant failed to reside in the unit from May 1, 2024 - May 15, 2024 until the relocation.
  - i. The tenant continued to be completely absent from the unit from May 1, 2024 - May 6, 2024
  - ii. The tenant continued to not use the unit as sleeping quarters from May 1, 2024 - May 15, 2024, despite visiting the unit for the first time on May 7, 2024 one day after the notice of the petition was delivered.

**2. The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board.**

The administrative decision classified Tedros Kifle as someone not a tenant and not "entitled to the use or occupancy of any covered unit by written or oral agreement". However under the no-fault eviction exercised (OMC 8.22.360), Tedros Kifle holds a first right to return to the premises at the same rent and pursuant to a rental agreement, and therefore is a person entitled to the use or occupancy of the covered unit by written or oral agreement.

The rationale for the administrative decision incorrectly states that the issue raised in the petition "cannot be addressed". However the issue can be addressed by rent increase after the tenant's return to the unit under OMC 8.22.360.

**3. The decision violates federal, state, or local law.**

The rationale for the administrative decision incorrectly stated that the issue raised in the petition "no longer exists". This statement conflicts with the determination of principal residence (California Code, Revenue and Taxation Code 18662, Section 121 Internal Revenue Code) based on a prior period and/or the last tax year. The evidence in the petition holds valid for tenant not residing in the unit as principal residence even after applying all of the following periods and therefore should be considered:

- Last 12 months from today (July 12, 2024)
- Last 12 months from the date of the relocation (May 16, 2024)

- Last 12 months from the date of the petition (May 1, 2024) and
- Last tax year (TY 2023)

---

**temporarily moving out agreement**

---

**Tedros Kifle** <kifletedros594@gmail.com>  
To: janet.sun@gmail.com

Tue, May 14, 2024 at 8:53 AM

Tedros Kifle

534 31st APT#1 Oakland CA 94609

[kifletedros594@gmail.com](mailto:kifletedros594@gmail.com)  
(510)830-6533  
05/09/2024

Janet Sun  
[2981 Northwood Dr Alameda, 94501](#)

Dear Janet

I am writing to inform you of my decision to temporarily vacate the premises at 534 31st APT#1 Oakland California 94609 due to the notice you have provided. After careful consideration, I have determined that it is in my best interest to comply with the terms outlined in the notice and temporarily relocate since we have been without a bedroom for the past three months. Please be assured that my intention is to return to the property once the specified period of time has elapsed. I am committed to fulfilling my obligations as a tenant and maintaining a positive landlord-tenant relationship. I am willing to discuss any necessary matters during my absence. I kindly request that you acknowledge receipt of this letter and confirm your understanding of my temporary relocation plans. Thank you for your attention to this matter. Should you have any questions or require further information, please do not hesitate to contact me at

Tedros Kifle  
(510)830-6533 Or My brother  
Adam (510)880-9295  
[kifletedros594@gmail.com](mailto:kifletedros594@gmail.com) Or My brother  
Adam [adamhkifle@gmail.com](mailto:adamhkifle@gmail.com)  
Mail address

**000148**

OAKLAND, CA 94611

Sincerely,

Tedros Kifle.



**MEMORANDUM**

**Date:** July 8, 2024  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Braz Shabrell, Deputy City Attorney  
**Re:** Appeal Memo and Recommendation in T23-0058, Brooks v. Campbell  
**Appeal Hearing Date:** September 12, 2024

---

Property Address: 200 Frisbie Street #200, Oakland CA  
Appellant/Owner: Severin Campbell  
Respondent/Tenant: Cheri Brooks

**BACKGROUND**

On May 1, 2023, tenant filed a petition contesting three rent increases<sup>1</sup> and alleging that the tenant’s rent was not reduced after a prior increase period for capital improvements. The tenant alleged that the tenant first received a RAP Notice in March 2015, and that the tenant received a RAP Notice with the rent increases in 2015 and 2016, but not 2023.

In the owner response, the owner alleged that the increases in the tenant’s rent over the years have been a combination of CPI increases and capital improvement pass-throughs. The 2015 increase was based on a 1.7% CPI increase and a pass-through for capital improvement costs of 8.3%. The 2016 increase was based on a 2% CPI increase and a pass-through for capital improvement costs of 8%. In 2018, the owner received approval from RAP to increase the rent to \$1,455, but the owner agreed to keep the rent at \$1,337. On January 2, 2023, the owner notified the tenant that rent would increase to \$1,352 based on CPI adjustments.

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<sup>1</sup> \$1105 to \$1215.50, effective 10/1/15; \$1215 to \$1337.05, effective 10/1/16; \$1337.05 to \$1352.70, effective 2/1/23.

## **2023 ADMINISTRATIVE DECISION**

On August 22, 2023, the Hearing Officer issued an Administrative Decision, granting the tenant's petition in part. The 2023 increase was invalid because it was served without a RAP Notice, which was corroborated by the owner's response.

The October 2015 increase from \$1,105 to \$1,215 was valid because it did not exceed 10%, and because the laws in effect at that time allowed owners to pass on capital improvement costs without needing prior approval from RAP. The 10% rent increase combined a 1.7% CPI increase (\$18.79) with an 8.3% increase (\$91.72) based on capital improvements. Although the increase was valid, the portion of the increase that was based on capital improvements (\$91.72) should have expired after 60 months, which was September 30, 2020. Therefore, the Hearing Officer found that the tenant was entitled to restitution of \$91.21<sup>2</sup> per month from October 2020 to August 2023, totaling \$3,192.35.

The October 2016 increase was invalid because it exceeded 10%. In October 2016, the tenant's rent increased from \$1,123.79 to \$1,146.26 due to a 2% CPI increase and a capital improvement pass through of \$190.79 (16.98%), for a total rent increase of 18.98%. Therefore, the tenant is entitled to restitution for overpayments. Additionally, the 2016 pass-through (\$190.79) should have expired after 60 months, which was September 30, 2021. Therefore, the Hearing Officer found the tenant was entitled to restitution of \$190.79 per month from October 2021 to August 2023, totaling \$4,388.17.

The Hearing Officer determined that the total restitution owed to the tenant due to overpayments was \$13,742.93, dating back to 2016.

## **2023 APPEAL**

The owner appealed the Administrative Decision, and the case came before the Board on October 12, 2023. After arguments and Board discussion, the Board voted to uphold the decision regarding the 2023 rent increase and remanded the case back to the Hearing Officer for a hearing on the other issues.

## **REMAND HEARING DECISION**

On February 6, 2024, a hearing was held, and on April 17, 2024, the Hearing Officer issued a decision granting the petition in part. Among other things, the Hearing Officer found that the owner failed to remove two capital improvement pass-throughs following the end of their amortization periods, and the tenant is owed restitution in the amount of \$7,984.68. The owner's contention that the rent increases were lawful because the owner emailed the tenants with explanations about how the increases were structured are not relevant because the emails are not valid rent increase notices. The owner contends that the base rent was adjusted each year based on CPI and the capital

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<sup>2</sup> This figure of \$91.21 that was included in the calculation chart appears to have been a clerical error, since the actual pass-through amount was \$91.72.

improvement pass-throughs were incrementally lowered accordingly. However, the tenant credibly and repeatedly testified that she was never served personally or received by mail any written rent increase notices after 2015. Therefore, any increases in the tenant's base rent after 2015 were invalid because they were not properly noticed.

### **GROUND FOR APPEAL**

The owner appeals the Hearing Officer's finding that the owner failed to remove the capital improvement pass-throughs because the owner submitted documentation detailing how these increases were removed at the end of the 60-month amortization period. The owner alleges that the owner was denied a sufficient opportunity to present their claims because the Hearing Officer determined that the owner's response was not timely, and the decision does not indicate whether the owner's documentation was considered. The owner once again appeals the determination that the owner response was not timely.

### **ISSUES**

1. Was the owner denied a sufficient opportunity to present their claims?
2. Is the Hearing Officer's decision supported by substantial evidence?

### **APPLICABLE LAW**

#### **• Capital Improvement Pass-Throughs**

- A landlord can pass on a percentage of costs spent on capital improvements to a tenant through a rent increase. Prior to 2017, owners were not required to file a petition prior to imposing capital improvement pass-throughs, and pass-through amounts were subject to a 60-month (5-year) amortization period<sup>3</sup>. Rent Regulations, Appendix A (effective 2015).
- At the end of the 60-month period, the pass-through should expire. "The dollar amount of the rent increase justified by Capital Improvements shall be removed from the allowable rent in the sixty-first month or at the end of the extended amortization period." Rent Regulations, Appendix A, sec. 10.2.3 (effective 2015).
- Capital improvement pass-throughs are different from other types of rent increases in that they do not adjust the tenant's *base rent*, but rather are treated separately. Any CPI adjustments that are made during the amortization period should be calculated using the tenant's *base rent*, exclusive of the capital improvement pass-through.

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<sup>3</sup> Now, capital improvement pass-throughs are amortized over the useful life of the improvement, as set out in the amortization schedule included in the Regulations.



- The total amount of any single rent increase cannot exceed 10%. OMC 8.22.070A2.

- **Expiration of Amortization Period**

- The Ordinance and Regulations do not specify exactly *how* the pass-through expires at the end of the amortization period—meaning, they do not require owners to provide a particular type of notice. The Regulations state that “[t]he dollar amount of the rent increase justified by Capital Improvements shall be removed from the allowable rent in the sixty-first month or at the end of the extended amortization period.” Regulations, Appendix A, 10.2.3.2 (effective 2015).
- “If an Owner fails to reduce a Capital Improvement Rent increase in the month following the end of the amortization period for such improvement and the Tenant pays any portion of such Rent increase after the end of the amortization period, the Tenant may recover interest on the amount overpaid.” Regulations, Appendix A, 10.2.5.1 (effective 2015).

- **Notice Requirements**

- Valid notice is required to increase a tenant’s rent. As part of a notice to increase rent based on CPI, an owner must include the CPI amount in the notice and provide the tenant with a RAP notice. OMC 8.22.070H.
- A rent increase is not permitted unless the notice meets the requirements of California Civil Code Section 827. OMC 8.22.070H5.

### **RECOMMENDED OUTCOME**

The office of the City Attorney recommends that the Board affirm the Hearing Decision granting the tenant’s petition in part. Regarding the timeliness of the owner’s response, the Hearing Decision notes that although the owner’s response was untimely, the owner’s participation in the hearing was not limited to cross-examination and summation. The owner provided testimony and already communicated in detail the points raised on appeal. It is evident from the Hearing Decision that the Hearing Officer took the owner’s evidence and arguments into account despite the finding of untimeliness which would normally require such evidence be excluded. Based on the record, the hearing, and the Hearing Decision, it does not appear that the owner was denied due process or that a finding of timeliness would change the outcome of the decision. The Hearing Decision reflects that the Hearing Officer took the owner’s arguments and evidence into account and still found them insufficient to justify the increases in the tenant’s rent.

As the Hearing Officer points out, despite the owner’s *intentions* and rationale behind the tenant’s rent charges, rent increases must be noticed and served in a lawful

manner in order to be valid. Although it may have been logical to the owner to taper and adjust the tenant's base rent over the years in the manner explained by the owner, CPI increases are not automatic or implied, and *any/all* increases must be accompanied by proper notice. Owners are entitled to defer certain increase amounts to be applied at a later date if they exceed annual limitations (OMC 8.22.070A4), but this does not negate the need for service of a valid notice.



**MEMORANDUM**

**Date:** September 6, 2024  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Braz Shabrell, Deputy City Attorney  
**Re:** Appeal Memo and Recommendation in L24-0025, Sun v. Tenant  
**Appeal Hearing Date:** September 12, 2024

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Property Address: 534 31<sup>st</sup> Street, Unit 1, Oakland CA  
Appellant/Owner: Janet Sun  
Respondent/Tenant: Tedros Kifle

**BACKGROUND**

On May 1, 2024, the owner filed a petition seeking approval of an unlimited rent increase based on the owner’s contention that the tenant no longer resides in the unit as their primary residence. A remote hearing was scheduled for July 1, 2024.

**RULING ON THE CASE**

On June 28, 2024, the Hearing Officer issued an Administrative Decision denying the owner’s petition. The petition was denied on the basis that, on May 21, 2024, the unit was “reported as vacant” by the owner. Therefore, the issue raised in the petition no longer existed and could not be addressed by the Hearing Officer.

**GROUND FOR APPEAL**

The owner filed an appeal on the grounds that the owner was denied a sufficient opportunity to present their claim and the decision is inconsistent with the law. The dismissal is based on information the owner reported to the Rent Registry that was not part of the petition. The Administrative Decision’s classification of the respondent as someone who is not a tenant and not “entitled to the use or occupancy of any covered

unit by written or oral agreement” is incorrect because the respondent maintains the right to return to the premises and the issue of whether the owner is entitled to set a new rent can be addressed when the tenant returns to the unit.

### **ISSUES**

1. Is the Hearing Officer’s finding that the “issue raised in the petition no longer exists and cannot be addressed” supported by substantial evidence?
2. Does the registration status of a unit in the Rent Registry constitute an undisputed fact as to the occupancy status of a unit for purposes of a RAP proceeding?

### **APPLICABLE LAW AND PAST BOARD DECISIONS**

#### **Hearing Procedure & Administrative Decisions**

- OMC 8.22.110A. “Hearing Officer. A hearing shall be set before a Hearing Officer to decide the issues in the petition.”
- OMC 8.22.110F. A Hearing Officer may issue an Administrative Decision in lieu of holding a hearing in the following situations:
  - a. The petition or response forms have not been properly completed or submitted;
  - b. The petition or response forms have not been filed in a timely manner;
  - c. The required prerequisites to filing a petition or response have not been met;
  - d. A certificate of exemption was previously issued and is not challenged by the tenant; or
  - e. The petition and response forms raise no genuine dispute as to any material fact, and the petition may be decided as a matter of law.

#### **Rent Increase Based on Tenant Not Occupying as Primary Residence**

- OMC 8.22.070C. “Rent Increases in Excess of the CPI Rent Adjustment or Banking.
  1. For Rent increases based on grounds other than the CPI Rent Adjustment or Banking, an Owner must first petition the Rent Program and receive approval for the Rent increase before the Rent increase can be imposed. A Rent increase in excess of the CPI Rent Adjustment or a Banking increase must be justified on one or more of the following grounds:
    - a. Capital improvement costs, including financing of capital improvement costs;
    - b. Uninsured repair costs;
    - c. Increased housing service costs;

- d. The rent increase is necessary to meet constitutional or fair return requirements;
  - e. The rent increase is imposed for an additional occupant, as defined by Section 8.22.020.
  - f. The unlimited rent increase is imposed because the tenant is not residing in the unit as their principal residence.
- Regulation 8.22.070 (f): “An Owner who seeks to impose a rent increase without limitation because the Tenant is not residing in the unit as their principal residence must petition for approval of the unrestricted rent increase based on a determination made pursuant to a hearing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed. The Hearing Officer shall not consider evidence in support of a petition that is obtained in violation of California Civil Code Section 1954 or the Oakland Tenant Protection Ordinance.”

### **Temporary Vacancy for Repairs**

- OMC 8.22.360A10; OMC 15.60. When an owner requires a tenant to vacate a unit to allow the owner to complete necessary repairs that cannot be completed while the unit is occupied, such vacancy shall be temporary in nature and does not operate to terminate a tenancy. Tenants who vacate pursuant to such notice from an owner have a right to reoccupy the unit immediately upon completion of the necessary repairs. OMC 8.22.360A10a:
  - a. As soon as the tenant vacates the rental unit, the owner of record shall proceed without unreasonable delay to complete the needed repairs. The tenant shall not be required to vacate pursuant to this Section, for a period in excess of three (3) months; provided, however, that such time period may be extended for good cause upon application to, and approval by, the Rent Adjustment Program. The Rent Board shall adopt rules and regulations to implement the application procedure.
  - b. Upon completion of the needed repairs, the owner of record shall offer the tenant the first right to return to the premises at the same rent and pursuant to the same terms of the rental agreement in effect as of the date of the notice to vacate, subject to the owner of record's right to petition the Rent Adjustment Program for a rent increase as provided by the Residential Rent Adjustment Ordinance.

### **RECOMMENDED OUTCOME**

The Office of the City Attorney recommends that the Board remand the matter for a hearing on the merits. The Administrative Decision states that the unit “was reported as vacant by the Owner.” It is not clear from the record how or why such determination was

made. Presumably, the Hearing Officer checked the Rent Registry on their own initiative and concluded that the owner's self-reported occupancy status of the unit rendered the issues raised in the petition as moot. However, the unit's rent registry status is not a part of the record, nor does such information establish that there is no genuine dispute as to any material fact. If anything, the unit's registration status as "vacant" would create a dispute as to the facts alleged in the petition.

When a tenant permanently vacates a rental unit—i.e., when either a tenant or an owner lawfully terminates a tenancy—a petition to increase the former tenant's rent would be moot. Here, there is no evidence in the record as of the date of the Decision that the underlying tenancy had been terminated or that the unit was no longer occupied. In their appeal, the owner presents evidence suggesting that the owner provided the tenants with a notice instructing the tenants to temporarily vacate, presumably due to code enforcement activity. Without discussing the legality of the owner's actions, it is important to note that if the tenants were required to vacate temporarily—whether lawfully or unlawfully—any such temporary vacancy would not terminate the tenancy and the tenants would be entitled to reoccupy the unit as soon as the unit is made habitable, at the same rental rate as before the tenants temporarily vacated.

*Oliver Luby*

CITY ATTORNEY'S OFFICE

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

**RESOLUTION NO. \_\_\_\_\_ C.M.S.**

**INTRODUCED BY BOARD CHAIR DENARD INGRAM**

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**RESOLUTION (1) ADOPTING, SUBJECT TO CITY COUNCIL APPROVAL, AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO PERMIT ANY CATEGORY OF MEMBER OF THE HOUSING, RESIDENTIAL RENT, AND RELOCATION BOARD TO SERVE AS A BOARD OFFICER AND (2) RECOMMENDING THE CITY COUNCIL'S APPROVAL OF THE REGULATION AMENDMENT**

**WHEREAS**, Oakland Municipal Code ("O.M.C.") 8.22.040.D.2. currently outlines that the Housing, Residential Rent and Relocation Board ("Board") may develop or amend the regulations for the Residential Rent Adjustment Program Ordinance ("Regulations"), subject to City Council approval; and

**WHEREAS**, the Board composition consists of two members who are tenants, two members who are residential rental property owners, and three members who are neither, referred to by the Board as "Undesignated" members, in addition to alternates; and

**WHEREAS**, the Regulations require the Board to elect Board officers (Chair and Vice-Chair) each year, and currently require that such officers be selected from among members who are Undesignated; and

**WHEREAS**, Oakland is the only Bay Area jurisdiction that requires its rent board to elect its officers from only one category of board member, those who are Undesignated, thereby preventing Board members who are tenants or residential rental property owners from serving as officers; and

**WHEREAS**, the Board seeks to provide all regular members an opportunity to serve as officers, including Chair and Vice-Chair; now, therefore, be it

**RESOLVED:** That subsection C ("Officers") of 8.22.040 of the Rent Adjustment

Program Regulations is hereby amended as follows (additions are shown in double underline and deletions are shown in ~~strikethrough~~):

**C. Officers**

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

**FURTHER RESOLVED:** That the Housing, Residential Rent and Relocation Board recommends the City Council approve the amendments to the Rent Adjustment Program Regulations as set out herein.

**FURTHER RESOLVED:** That the Board Chair, or their designee from the Board, is authorized to speak in support of this resolution before the City Council and its committees.

APPROVED BY THE FOLLOWING VOTE:

AYES: BRODFUEHRER, DEBOER, ESCOBAR, OSHINUGA, TAYLOR, WILLIAMS,  
AND CHAIRPERSON INGRAM

NOES:

ABSENCES:

ABSTENTIONS:

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

ATTEST: \_\_\_\_\_

NYILA WEBB  
Rent Adjustment Program





## **Housing, Residential Rent and Relocation Board (HRRRB) Training Schedule 2024**

The Housing, Residential Rent and Relocation Board (HRRRB) is a quasi-judicial body comprised of seven (7) regular members and six (6) alternate members who are appointed by the Mayor and subsequently approved by City Council. Board members are categorized as either Property Owners, Tenants, or Undesignated. Board members each serve 3-year terms and engage in a variety of trainings while serving the City of Oakland as public officials.

New and current board members participate in extensive trainings at the beginning of and throughout their terms—which includes ranging topics such as Robert’s Rule of Order, the Brown Act, and the Role and Function of the Board. In addition to predetermined scheduled trainings, Board members are also encouraged to collectively come up with and select special topics trainings to be administered, which ensures that Board members can gain increased knowledge and understanding of specific board related subject matters and topics.

The HRRRB will continue to participate in multiple trainings throughout 2024 during some of the full board meetings, beginning in January.

### **Full Board Meeting: January 25, 2024**

Rent Registry Update & Overview

### **Full Board Meeting: March 28, 2024**

Role of the Board & Role of Board Members as Public Officials –  
Quasi-Judicial, Policy, & Rule Making Responsibilities

### **Full Board Meeting: May 23, 2024**

Rules of Evidence & Appeals

### **Full Board Meeting: July 25, 2024**

Robert’s Rules of Order

### **Full Board Meeting: September 26, 2024**

The Brown Act

### **Full Board Meeting: December 12, 2024**

Special Topics Training (\*as decided by the Board\*)