
OPENING CASE FILE CHECK LIST

TENANT PETITION

Create Case Number ✓

Assign Case to Analyst and a Hearing Officer ✓

Print Query Sheet ✓

Schedule Hearing Date ✓

Place Hearing Date on the Calendar ✓

Type Hearing Date into the Database ✓

Prepare Tenant Notification Letter ✓

Prepare Landlord Letter with Proof of Service ✓

Check Name of documents listed on Proof of Service ✓

Mail all documents listed on Proof of Service ✓

Type label for file folder ✓

Write the date the case was opened on the Activity Log ✓

115-0030 KMB

CITY OF OAKLAND	For date stamp RECEIVED CITY OF OAKLAND RENT ADJUSTMENT ARBITRATION PROGRAM
RENT ADJUSTMENT PROGRAM Mail To: P. O. Box 70243 Oakland, California 94612-0243 (510) 238-3721	2015 JAN -2 PM 12: 25

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

TENANT PETITION

Please print legibly

Your Name <i>Shantae Keeton</i>	Rental Address (with zip code) <i>495 105 4th Ave #A Oct. Ca 94603</i>	Telephone
Your Representative's Name	Mailing Address (with zip code)	Telephone
Property Owner(s) name(s) <i>Metong Realty</i>	Mailing Address (with zip code) <i>544 International Blvd Oakland CA 94606</i>	Telephone

Number of units on the property: 10

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

I. GROUNDS FOR PETITION: Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input type="checkbox"/>	(a) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/>	(b) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(c) The rent was raised <u>illegally</u> after the unit was vacated (Costa-Hawkins violation).
<input type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input type="checkbox"/>	(e) A City of Oakland form notice of the existence of the Rent Program was not given to me at least six months before the effective date of the rent increase(s) I am contesting.
<input type="checkbox"/>	(f1) The housing services I am being provided have decreased. (Complete Section III on following page)
<input checked="" type="checkbox"/>	(f2) At present, there exists a health, safety, fire, or building code violation in the unit. <u>If the owner has been cited in an inspection report, please attach a copy of the citation or report.</u>
<input type="checkbox"/>	(g) The contested increase is the second rent increase in a 12-month period.
<input type="checkbox"/>	(h) The notice of rent increase based upon capital improvement costs does not contain the "enhanced notice" requirements of the Rent Adjustment Ordinance or the notice was not filed with the Rent Adjustment Program (effective August 1, 2014).
<input type="checkbox"/>	(i) My rent has not been reduced after the expiration period of the rent increase based on capital improvements.
<input type="checkbox"/>	(j) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).

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

Date you moved into the Unit: 12-6-13 Initial Rent: \$ 1600.00 /month

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

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

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. You must check "Yes" next to each increase that you are challenging.

Date Notice Served (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* You have 60 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you never got the RAP Notice you can contest all past increases.

List case number(s) of all Petition(s) you have ever filed for this rental unit: _____

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for service problems, you must complete this section.

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

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

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

IV. VERIFICATION: The tenant must sign:

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

[Signature]
Tenant's Signature

1-2-14
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

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

File Review

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

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

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

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2015 JAN -2 PM 12:25

1-2-15

To whom it may concern:

Approximately around April or May of 2014 I lost my job. I notified landlord of the problem and he said he'll work with me. I just got employed in August of 2014 and have been paying the back rent and trying to pay current rent.

Sincerely,

Shantea Keeton
Jup Knd

1-2-15

To whom it may concern: 2015 JAN -2 PM 12:26

Back in November of 2014 I noticed that my floor was beginning to lift up and that it was water seeping through the floor. I contacted my landlord and addressed the issues. He sent someone out and I was told that I was not having a water problem. Then on December 9, 2014 the maintenance worker came out to replace my bedroom window and he noticed that there was mold growing onto the floor and walls. He said they will come back out to fix the problem. I spoke with Kine which is Danny (the landlord) assistant. She said someone will come out to fix the problem. Another maintenance worker John came out and inspected the property and said after Christmas someone will come out. I told him I was going on vacation and will return after the new year. I gave him permission to enter the property while I'm away, also he suggested I move all furniture into the kitchen so he can do the repairs. Him or no one else ever came. I spoke with John and he stated he had fallen and was at Highland Hospital with a foot injury and couldn't complete the job and someone else will come out. No one ever showed. I called the realty company today and did not get an answer so I left a message. I have photos attached please review.

Best regards,

Shanta Kuehn
John Kuehn

May 04, 2015

Monday

May 2015

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2015

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

4 Monday		Daily Task List
	STEPHEN OUT	Arrange By: Due Date
7 am		
8:00		
9:00		
10:00	<div>T15-0030 Keeton v. Mekong Realty (Hearing) RAP Conference Room (BC)</div> <div>T15-0031 thru T15-0034 Lippert et al. v. Jackson (Hearing) Dunsmuir Conference Room (LM)</div>	
11:00		
12 pm		
1:00		
2:00		
3:00		
4:00		
5:00		
6:00		

Notes

CEDA/HCD - Rent Adjustment Program

[illegible]

Similar Addresses

1/13/2015

CaseNum	FileName	PropertyAddress	PetitionReceived
T15-0030	Keeton v. Mekong Realty	495 105th Avenue, #A, Oakland, CA 94603	2-Jan-15 KM BC

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

P.O. Box 70243
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

For filing stamp.

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

2015 FEB 17 PM 4:35

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

CASE NUMBER T15-0030

LANDLORD RESPONSE

Please print legibly.

Your Name Roosevelt Owyang	Complete Address (with zip code) 544 International Blvd 3761 OAKLAND CA 94606	
Your Representative's Name (if any) MEKONG REALTY (Danny Do)	Complete Address (with zip code) 544 International Blvd. 376-1 OAKLAND CA 94606	
Tenant(s) name(s) Shantae Keeton	Complete Address (with zip code) 495 105th Av. Apt A OAKLAND CA 94603	

Have you paid for your Oakland Business License? Yes ☒ No ☐ Number _____
(Please attach copy.)

Have you paid the Rent Program Service Fee? (\$30 per unit) Yes ☒ No ☐
(Please attach proof of payment.)

There are 9 residential units in the subject building. I acquired the building on 04/17/1997

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

I. JUSTIFICATION FOR RENT INCREASE

You must prove that each contested rent increase is justified. Use the following table and check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland Rent Adjustment Program web site: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return
<u>0/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>0/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>0/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>0/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>0/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>0/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>0/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II. RENTAL HISTORY

If you contest the Rental History stated on the Tenant Petition, provide the correct information in this section.

The tenant moved into the rental unit on Dec. 6th 2013.

The tenant's initial rent including all services provided was: \$1,600 / month.

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

If yes, on what date was the Notice first given? Dec. 6th 2013

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

Date Notice Given (mo./day/year)	Date Increase Effective	Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?
		From	To	
<u>0/A</u>		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>0/A</u>		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>0/A</u>		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>0/A</u>		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>0/A</u>		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<u>0/A</u>		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

0/13
— The unit is a single family residence or condominium exempted by the **Costa Hawkins Rental Housing Act** (California Civil Code 1954.50, et seq.). If claiming exemption under **Costa-Hawkins**, please answer the following questions on a separate sheet:

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

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

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

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

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

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

n/12
— The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

IV. DECREASED HOUSING SERVICES

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

V. VERIFICATION

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

Landlord's Signature

(Manager)

2/12/15
Date:

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), P.O. Box 70243, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. (The date of mailing is shown on the Proof of Service attached to the response documents mailed to you.) Timely mailing as shown by a postmark does not suffice. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you wish to deliver your completed Landlord Response to the Rent Adjustment Program office in person, go to the City of Oakland Housing Assistance Center, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland, where you can date-stamp and drop your petition in the Rent Adjustment drop box. The Housing Assistance Center is open Monday through Friday, except holidays, from 8:30 a.m. to 5:00 p.m. **You cannot get an extension of time to file your Response by telephone.**

File Review

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

Mediation Program

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

If you and the tenant agree to an outside mediator, please call (510) 238-3721 to make arrangements. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

It is required that both parties agree to mediation. In order to schedule mediation, the tenant must have already signed the request for mediation on their petition so be sure to review the signature page of the copy within your notification package. In the event that your tenant has signed for mediation and you agree to schedule your case for mediation, sign both the Response section (above) and sign below.

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

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

Landlord's Signature

Date

MEKONG REALTY & MORTGAGE INC.

545 - 548 International Blvd. Oakland, CA 94606

Phone: 510-465-7076, Fax: 510-451-9517

#4230
1/7/15

WORK ORDER

495A 105 AVE

Address:

~~1579 Dong 28~~ 4918 495 Dong 105

Requested by:

Phone:

Requested Date:

Assigned

Authorized Person:

Worker

Ah Le

ITEM	WORK DESCRIPTION	LABOR HOUR	SUPPLY	DATE PERFORMED
1	trát, trám, rẩy mỡ			
2	Sơn patch up những			250
3	chỗ vách tường bị			200
4	lủng			
5				450
6	lắp gỗ phòng khách 290 x 2 =			580
7			1.50	
8	tiền mua đồ			285.53
9	clean// Mildew Around			650.00
10	Two front windows and repaint			935.53
	With Mildew TOTAL Killer Mixture.			1.115.53

+ install new laminate floor in the living room

NOTE: Tenant must sign below when work is done to satisfaction.

(Người thuê nhà ký tên bên dưới khi công việc hoàn tất)

Date Completed: 1/04/15

Tenant Signature:

Ed Dea (uncle)

Date Paid:

01/06/15

(Người thuê nhà ký tên)

Check No:

4230

**CITY OF OAKLAND RENT ADJUSTMENT PROGRAM
NOTICE TO TENANTS REGARDING OAKLAND'S RENT ADJUSTMENT PROGRAM**

Oakland has a Residential Rent Adjustment Program (Oakland Municipal Code Chapter 8.22) that regulates certain residential rents. Oakland's Residential Rent Adjustment Program Office ("Rent Program"), is located at 250 Frank H. Ogawa Plaza, 5th Floor, Suite 5313, Oakland CA 94612 - (510) 238-3721. The Rent Program assists property owners and tenants by administering a hearing process and offering mediation for rent increases. These services are available at the Rent Program Office. Although the Rent Program offers means for resolving disputes, tenants and owners are encouraged to talk and resolve their disputes between themselves. The Rent Ordinance and Rent Program Regulations, which provide more details on the Rent Program, are available at the Rent Office and on line at www.oaklandnet.com/government/ced/hed. This notice provides limited general information. For more information contact the Rent Program.

RENT INCREASES

An owner may increase a continuing tenant's rent each year at a rate according to a formula (the "CPI Rent Adjustment"). The Rent Program announces the annual rent adjustment each year in March. An owner may increase rent not more than once a year on or after a tenant's anniversary date (date of the last increase or, if none, tenancy commencement date). An owner may notice a rent increase above the CPI Rent Adjustment. An owner may justify such a rent increase on one or more of the following grounds: 1) Banked Rent Increases; 2) Capital Improvements; 3) Uninsured Repairs; 4) Increased Housing Service Costs; 5) Debt Service Costs, or 6) necessary to meet constitutional fair return standards. A tenant may request in writing a summary of the owner's justifications for the rent increase within 30 days of being served with a rent increase notice. The owner must respond in writing within 15 days of the tenant's servicing the request for a summary.

FILING A PETITION

1) A tenant must file a petition within 60 days after being served with a rent increase notice or within 60 days of receiving this "Notice to Tenants" for the first time. 2) If a tenant does not file a petition within the required time, the Tenant loses his/her right to contest the increase. 3) To petition, a tenant's rent must be current or be lawfully withheld. 4) Petitions are decided by a Hearing Officer based on evidence from the owner and tenant. 5) Either party may appeal a Hearing Officer's decision to the Housing Residential Rent and Relocation Board.

HOW MUCH RENT TO PAY WHILE A PETITION IS PENDING

A tenant must pay all rent increases when due until the tenant files a petition. After a tenant files a petition, the tenant is only required to pay the amount of the CPI Rent Adjustment, if the owner states that amount separately on the rent increase notice. If the owner does not separately state the amount of the CPI Rent Adjustment, the tenant need not pay any of the rent increase while the petition is pending. Once the petition is decided, the tenant must pay the full amount of any increase ordered by the Hearing Officer retroactive to the date when the rent increase would have been effective under the owner's rent increase notice. Because the rent increase may be retroactive, Tenants are encouraged to save the increase amount.

MEDIATION

Owners and tenants are encouraged to talk and resolve their differences. The Rent Program offers mediation of rent increase disputes and some evictions. Mediation is voluntary and both sides must agree to participate.

TERMINATION OF TENANCY

Under Oakland's Just Cause for Eviction Ordinance, good cause is required to terminate a tenancy in a unit covered by the Ordinance. An owner terminating a tenancy with or without cause by a notice given under Civil Code §1946 must: 1) include on the termination notice the rent currently paid by the tenant receiving the notice, 2) file the termination notice with the Rent Program Office within 10 days of serving it and 3) give a new tenant a notice informing him/her of the prior tenant's termination of tenancy, the last rent paid by the prior tenant, and the restrictions on rent increases for the new tenant. An owner terminating a tenancy to rehabilitate a rental unit must first obtain a building permit when one is required.

PROGRAM FEE

The City charges owners a \$24 annual fee to support the Rent Program. Owners may require tenants pay half the fee.

RECEIPT OF NOTICE

(Or attach proof of service to owner file copy.)

Address of Rental Unit: 445 105th Ave #A

Tenant's Signature: [Signature]

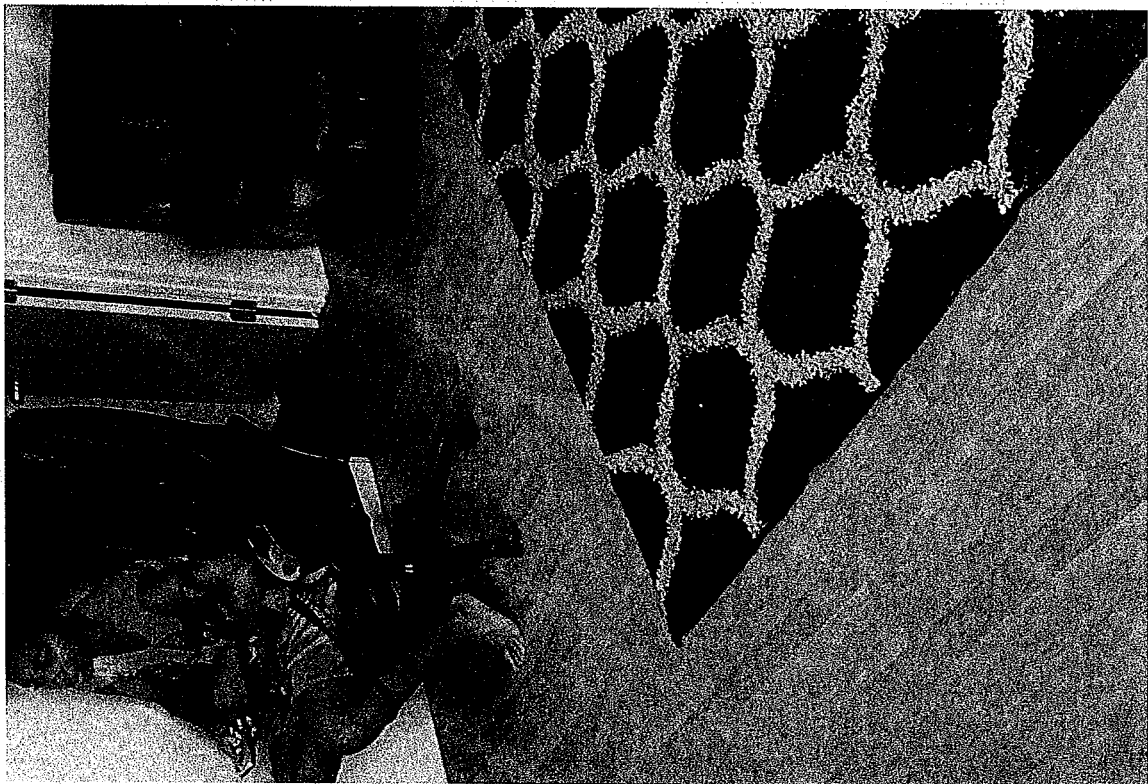
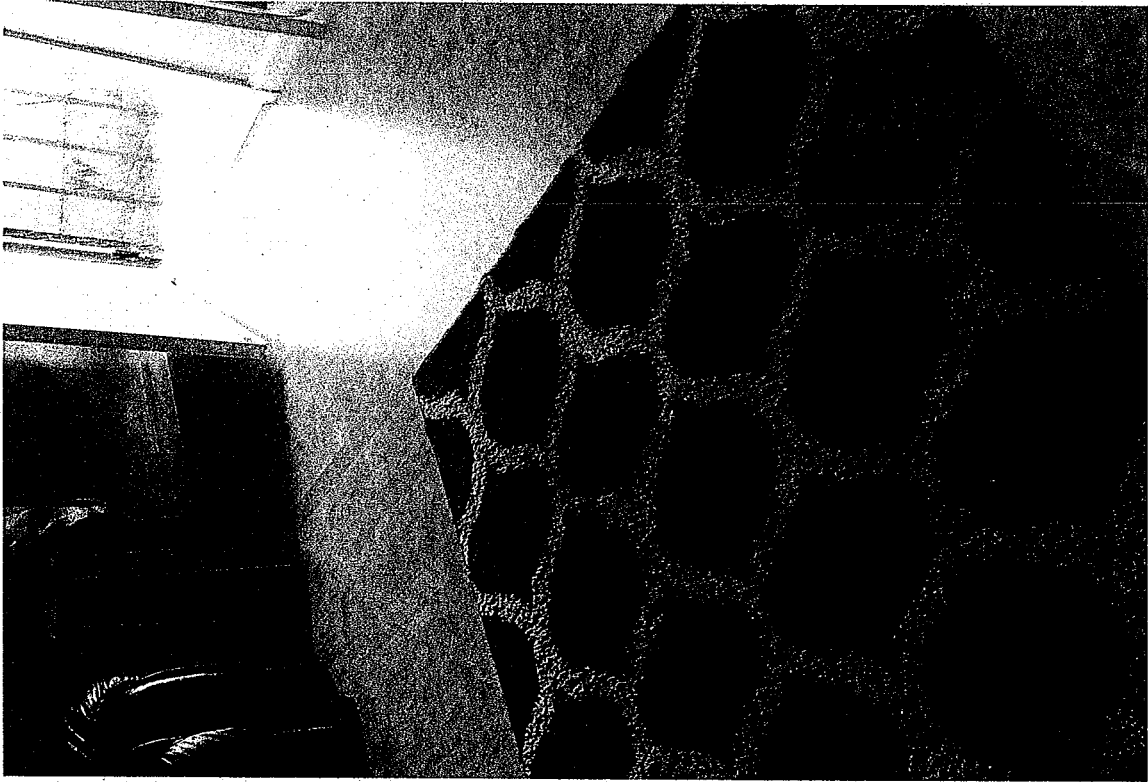
Date: 12/6/13

Rev: 5/03

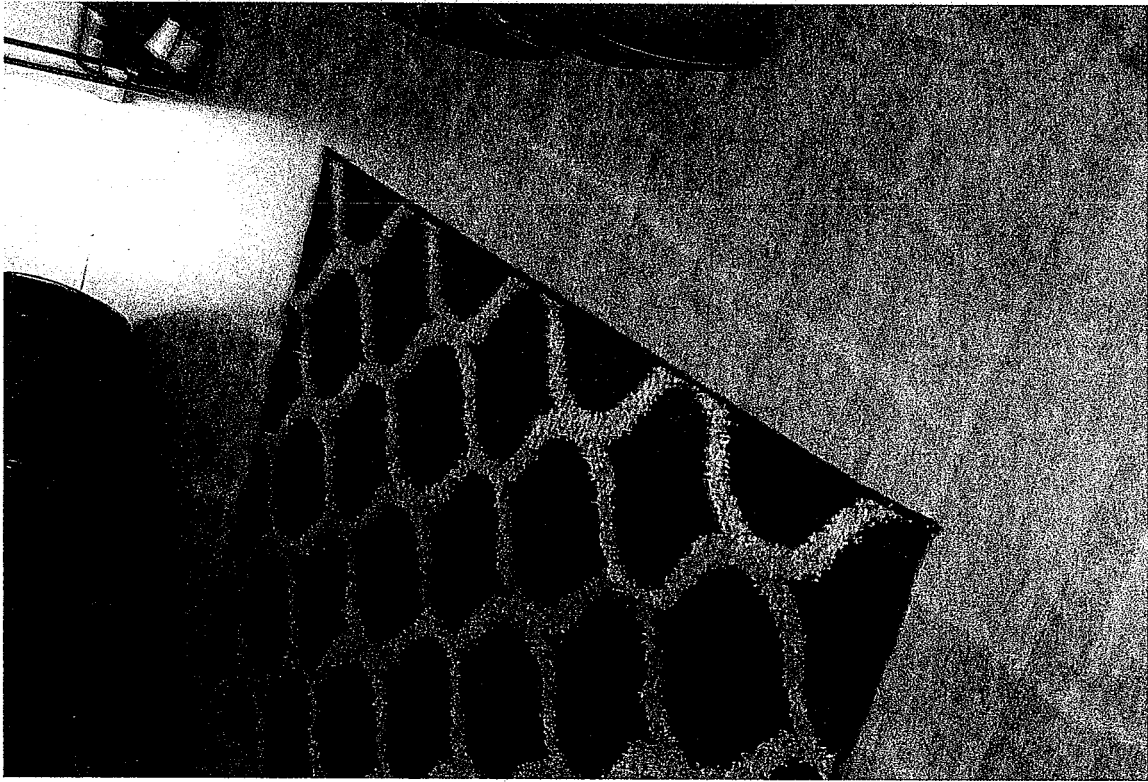
Server's Signature (Print Name): Danny Do

Date: 12/6/13

completed



completed



Analyst Check List

Case Number: T15-0030,

Tenant Petition

Complete contact information for tenant/landlord ✓

Petition timely filed ?

Current on the rent (or documentation/explanation supporting withholding rent) ✓

Contested rent increases are clearly stated N/A Rent increase percentage N/A

Receipt of Notice to Tenants indicated T/T states "NEVER"

List of Decreased Housing Services ✓

Documentation for Code violations attached NO

Initial move-in date provided ✓ Initial rent provided ✓

Deficiency Notice mailed NO Deadline for curing deficiency N/A

Deficiency cured: Yes NO No N/A

Landlord Response

due: 2/17/15

Response timely filed ✓

Program Services Fees Current ✓ Business License paid ✓

Justifications/exemptions/rent history provided

Supporting documentation provided WORK ORDER

Serving RAP Notice indicated ✓ Serving Enhanced Notice indicated N/A

Names and Addresses of all tenants provided N/A (for claims of exemption)

Deficiency Notice sent NO Deadline for curing deficiency N/A

Deficiency cured Yes N/A

Issue Administrative Decision

Set for hearing ✓ Set for Mediation

Notes to Hearing Officer: Is T/T current on her rent?

PROOF OF SERVICE
Case Number T15-0030

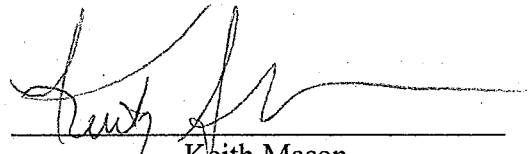
I am a resident of the State of California and over eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

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

Shantae Keeton
495 105th Ave., Apt. 'A'
Oakland, CA 94603

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.

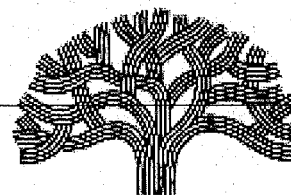
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on Wednesday, March 4, 2015, in Oakland, California.



Keith Mason

CITY of OAKLAND

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



(510) 238-372
FAX (510) 238-618
TDD (510) 238-325

NOTICE OF HEARING

File Name: Keeton v. Mekong Realty
Property Address: 495 105th Avenue, #A, Oakland, CA 94603
Case Number: T15-0030

The hearing in your case will begin:

Date: Monday, May 04, 2015
Time: 10:00 a.m.
Place: 250 Frank H. Ogawa Plaza , Ste. #5313 , Oakland, CA 94612

The hearing is public and will continue from day to day until completed.

Order to Produce Evidence

All proposed tangible evidence, including but not limited to documents and pictures, must be submitted to the Rent Adjustment Program not less than seven (7) days prior to the Hearing. Black out all sensitive information on the documents you submit, like bank or credit card account numbers and Social Security numbers. Proposed evidence presented later may be excluded from consideration. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration.

Request to Change Date

A request for a change in the date or time of hearing ("continuance") must be made on a form provided by the Rent Adjustment Program. The party requesting the continuance must try to get an agreement for alternate dates with the opposing parties. If an agreement cannot be reached, check the appropriate box on the Request. A change will be granted only for good cause. A second request for a change of date will be granted only for exceptional circumstances.

Hearing Record

The Rent Adjustment Program makes an audio recording of the hearing. Either party may bring a court reporter to record the proceedings at their own expense.

Representatives

Any party to a hearing may designate a representative in writing or on the record at the hearing.

Interpreter

The hearing must be conducted in English. Any party may bring a person to the hearing interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant foreign language and they will fully and to the best of their ability translate the proceedings. The Rent Adjustment Program will also provide Spanish Cantonese or Mandarin interpreters on request.

Failure to Appear for Hearing

If the petitioner fails to appear at the hearing as scheduled, the Hearing Officer may either conduct the hearing and render a decision without the petitioner's participation, or dismiss the petition. If the respondent fails to appear at the hearing as scheduled, the Hearing Officer may either issue an administrative decision without a hearing, or conduct the hearing and render a decision without the respondent's participation.

Accommodations

Hearings are held in a wheelchair accessible facility. Contact the Office of the City Clerk One Frank H. Ogawa Plaza, or call (510) 238-3611 (VOICE) or (510) 839-6451 (TTY) to arrange the following services: 1) Sign interpreter or Phonic Ear Hearing Device for the hearing impaired; 2) large print, Braille, or cassette tape text for the visually impaired. The City of Oakland complies with applicable City, State and Federal disability related laws and regulations protecting the civil rights of persons with environmental illness/multiple chemical sensitivities (EI/MCS). Auxiliary aids and services and alternative formats are available by calling (510) 238-3716 at least 72 hours prior to the hearing. Please refrain from wearing strongly scented products to hearings.

Service Animals

The City of Oakland Rent Adjustment Program is committed to providing full access to qualified persons with disabilities who use service animals or emotional support animals.

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

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

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

PROOF OF SERVICE

Case Number T15-0030

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.

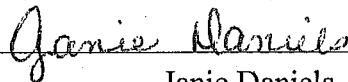
Today, I served the attached Notice of Hearing by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Tenant

Shantae Keeton
495 105th Ave #A
Oakland, CA 94603

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 January 13, 2015 in Oakland, CA.



Janie Daniels

Oakland Rent Adjustment Program

PROOF OF SERVICE

Case Number T15-0030

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.

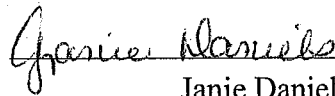
Today, I served the attached Notice of Hearing by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Owner

Mekong Realty
544 International Blvd.
Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 13, 2015 in Oakland, CA.

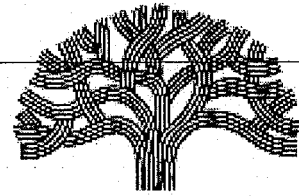


Janie Daniels

Oakland Rent Adjustment Program

CITY of OAKLAND

P.O. BOX 70243, Oakland, CA 94612 2043
Community and Economic Development Agency
Rent Adjustment Program



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

January 13, 2015

Owner

Mekong Realty
544 International Blvd.
Oakland, CA 94606

The Rent Adjustment Program received the petition(s) attached to this letter on January 02, 2015. One or more of your tenant(s) are protesting one or more rent increases alleging that they exceed the maximum rent permitted by Oakland Municipal Code Chapter 8.22. For details please see the attached copy of the petition.

YOU MUST FILE A WRITTEN RESPONSE TO THE ATTACHED TENANT PETITION(S) WITHIN THIRTY-FIVE (35) DAYS FROM THE DATE OF MAILING OF THIS NOTICE OR A DECISION MAY BE MADE AGAINST YOU. THE RESPONSE MUST BE FILED ON THE PROPER FORM AND MUST BE RECEIVED AT THE CITY OF OAKLAND'S RENT ADJUSTMENT PROGRAM OFFICE ON OR BEFORE THE DUE DATE. The proposed rent increase is not effective until the decision in this case is final. If the amount of the current CPI increase is stated separately in the notice of increase, the tenant must pay the current CPI increase.

Oakland Municipal Code Chapter 8.22 (Rent Adjustment Ordinance) limits the annual permissible rent increases that can be imposed on a rental unit covered by the Ordinance. If a unit is voluntarily vacated, or the tenant is evicted for cause, the rent may be raised without restriction upon re-renting. The new tenancy is again subject to the rent increase limitations in the Oakland Municipal Code.

The Ordinance requires that you provide a written notice of the existence of the Residential Rent Adjustment Program to tenants in covered units at the start of the tenancy. You must use the Rent Adjustment Program form titled "Notice to Tenants." The Ordinance also requires that you serve the same notice together with a notice of rent increase or notice of change in terms of tenancy.

Rent increases less than, or equal to, the annual CPI increase need not be justified. Rent increases in excess of the annual CPI increase may be justified on one or more of the following grounds:

<http://www.oaklandnet.com/government/hcd/rentboard/docs/NoticeToTenants.pdf>

The following are summaries ONLY. For complete information, please see Oakland Rent Adjustment Ordinance and the Rent Adjustment Regulations. You may call the Rent Program Office to have your questions answered or to obtain a written copy of the Ordinance and Regulations.

1. EXEMPTION: (OMC Section 7.22.030)

You may prove exemption from application of the Oakland Rent Adjustment Ordinance. The exemptions are found in the Rent Adjustment Ordinance. The most common exemption is that the unit is government subsidized housing. Other common exemptions are for units constructed after January 1, 1983 (new construction) and single family houses exempt under the Costa Hawkins Rental Housing Act. See the Ordinance for a complete list and details.

2. CAPITAL IMPROVEMENT/UNINSURED REPAIR COST (Regulations Section 10.

Capital improvements increases may only be granted for improvements that have been completed and paid for during any 12 month period within the 24-months immediately before the effective date of the proposed rent increase. To justify a rent increase for capital improvements expenditures or uninsured repair expense you must provide, along with your response, copies of receipts, invoices, bid contracts or other documentation showing the costs were incurred to improve the property and benefit the tenants, and evidence to show that the incurred costs were paid.

3. INCREASED HOUSING SERVICE COSTS: (Regulations Section 10.

Housing Service Costs are expenses for services provided by the landlord related to the use or occupancy of a rental unit. In determining whether an increase in housing service costs justifies a rent increase in excess of the annual CPI increase, the annual operating expenses related to the property for the most recent two years are compared. Year two costs must exceed year one costs by more than the current annual increase. The expenses considered include property taxes, business license/taxes, and insurance, P.G. E., water, garbage, maintenance and repairs, managerial costs and other legitimate annually recurring expenses to operate the rental property, except debt service. Evidence is required to prove each of the claimed housing costs.

4. DEBT SERVICE COSTS (Regulations Section 10.

Debt service costs are the payments on a purchase-money loan or for a loan to make improvements to the property that primarily benefit the tenants secured by a Deed of Trust. Eligible debt service costs are the actual principal and interest on a qualifying loan. No more than 95% of the eligible debt service may be passed on to the tenants. An increase in rent based on debt service costs may only be granted when the total income is insufficient to cover the combined housing service and debt service costs

Evidence of the following is required to justify a rent increase based on Debt Service Costs:

Proof of the gross operating income from the property, including, but not limited to, rents received for all units, laundry income, and parking charges;

Copies of the signed and recorded deed of trust, promissory note and closing statement;

<http://www.oaklandnet.com/government/hcd/rentboard/ordinance.html>

<http://www.oaklandnet.com/government/hcd/rentboard/rules.html>

Invoices, bills, or other evidence of payment of operating expenses such as property taxes, water and sewer costs, City of Oakland business license tax, garbage and refuse service, insurance, maintenance, utilities, legal and accounting fees, cost of on-site manager, and rental property service fee.

If the current owner and the immediate prior owner have owned the property for a combined period of less than twelve months, an increase in rent for increased debt service is not available.

5. BANKING/RENTAL HISTORY:

“Banking” refers to deferred annual general rent increases (CPI increases) that were not imposed, or were not imposed in full, and carried forward to future years. Subject to certain limitations, imposition of annual general increases may be deferred up to 10 years. After 10 years, general increases that were not imposed, expire. Evidence of the rental history of the subject unit is required.

6. NECESSARY TO MEET CONSTITUTIONAL FAIR RETURN REQUIREMENT

“Banking” refers to deferred annual general rent increases (CPI increases) that were not imposed, or were not imposed in full, and carried forward to future years. Subject to certain limitations, imposition of annual general increases may be deferred up to 10 years. After 10 years, general increases that were not imposed, expire. Evidence of the rental history of the subject unit is required.

Additional Requirements

- 1. have a current Oakland Business License**
- 2. be current on payment of the Rent Adjustment Program’s Service Fee**
- 3. file a timely response on the Landlord Response form and submit the required documentati**

If you have questions not answered by this notice, please contact the Residential Rent Adjustment Office at (510) 238-3721 between the hours of 8:30 a.m. and 5:00 p.m.

PROOF OF SERVICE

Case Number T15-0030

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.

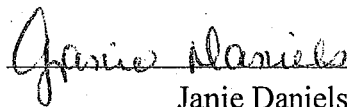
Today, I served the attached Notice of Tenant Contesting a Proposed Rent Increase by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Owner

Mekong Realty
544 International Blvd.
Oakland, CA 94606

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 13, 2015 in Oakland, CA.

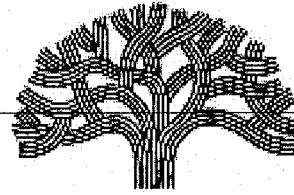


Janie Daniels

Oakland Rent Adjustment Program

CITY of OAKLAND

P.O. BOX 70243, Oakland, CA 94612 2043
Community and Economic Development Agency
Rent Adjustment Program



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

January 13, 2015

Tenant

Shantae Keeton
495 105th Ave #A
Oakland, CA 94603

Dear Petitioner:

The Rent Adjustment Program has received a petition filed by you.

Your case has been assigned Case No T15-0030.

The case title and file name is Keeton v. Mekong Realty.

After a petition is filed and until a final decision in this case, the contested rent increase is suspended, except for the portion of the rent increase equal to the current CPI Rent Adjustment if that amount is stated separately on the notice of increase.

IF THE NOTICE OF INCREASE DOES NOT STATE THE PORTION OF THE INCREASE THAT EQUALS TO THE ANNUAL CPI INCREASE, THE TENANT NEED NOT PAY ANY OF THE RENT INCREASE WHILE THE PETITION IS PENDING.

If you have questions or need additional information, please contact the Rent Adjustment Program at (510) 238-3721.

