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OFFICE OF THE CITY CLERK  
OAKLAND

2016 JUN -3 AM 11:02

# AGENDA REPORT

**TO:** Sabrina B. Landreth  
City Administrator

**FROM:** Michele Byrd  
Director, HCD

**SUBJECT:** Owner Requirement to File Petitions  
For Rent Increases

**DATE:** May 19, 2016

City Administrator Approval

Date:

6/2/16

## RECOMMENDATION

**Staff Recommends That The City Council Accept An Informational Report That Outlines The Potential Benefits And Costs To Tenants, Landlords And The City That Includes Recommendations And Possible Actions On Amending O.M.C. Chapter 8.22 To Require Owners To Petition For Some Or All Rent Increases Beyond The CPI Rent Adjustment Allowed Annually By Right By The Residential Rent Adjustment Program.**

## EXECUTIVE SUMMARY

There are a few different reasons for which a property owner could increase the rent under the Rent Adjustment Program, including for cost-of-living Consumer Price Index (CPI) increases, banking, uninsured repair costs, capital improvements, increased housing services, and fair returns. Presently, owners do not have to file requests to increase rents and tenants have to file petitions if they object rent increases. Of the nine communities that have rent control, Oakland and Hayward are the only jurisdictions in which capital improvements are allowed that do not require landlords to file petitions.

After the City Council vote for a 90-day moratorium on rent increases above the CPI, the City Council recommended that staff bring an informational report with possible amendments to O.M.C. 8.22 to allow the City to structure a system which would require that property owners file requests / petitions for rent increases beyond the CPI-allowed annual rent adjustment. This current informational report presents such options. The staff-identified options include the following which are further explained in the Analysis and Alternatives Section of this report:

1. Require property owners to petition for rent increases for capital improvements and allow for administrative determinations if the capital improvements are within an allowable range and meet a set of stated and approved criteria (otherwise require a hearing). If the capital improvement is beyond that range, a hearing will be required.
2. Require property owners to petition for rent increases for capital improvements and require each petition to be heard in a hearing for determinations of whether or not the capital improvements meet the set of stated and approved criteria.

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3. Require property owners to petition for any rent increase above CPI (this is the proposal in the Renter's Ballot Initiative).

At this time, staff is not making a recommendation for which option is best. Instead, staff requests for the Council to provide comments and suggestions as guidance for staff to move forward with legislation to bring back to the City Council for adoption or to place in a ballot measure.

### **BACKGROUND / LEGISLATIVE HISTORY**

Owners are required to file a petition with the RAP to determine exemption status. However, there has never been a requirement under the Rent Ordinance for owners to file a petition for a rent increase. The decision to file an owner petition for a rent increase has always been optional.

The staff report presented to the Community and Economic Development (CED) Committee (CED) on February 25, 2014 recommended several changes to the Rent Ordinance. One recommendation was to require property owners to file petitions for capital improvement rent increases. Subsequently, CED recommended that tenant and landlord advocates meet and agree upon a compromise proposal (**Attachment A**). The owner and tenant advocates agreed to the following compromise on March 18, 2014 with the effective date of August 1, 2014 for the new rules:

- Maximum of 10 percent annual cap on all rent increases – 30 percent over five years;
- Enhanced Noticing requirements for all capital improvements, including filing the Enhanced Notice and all accompanying documents with the RAP;
- Eliminate debt services as a justification for rent increases.

At the regularly scheduled City Council meeting on March 18, 2014, the City Council approved Ordinance No. 13226 C.M.S. which includes the aforementioned agreements as well as the following additional changes:

- That landlords pass through a limit of 70 percent of capital improvement costs to tenants;
- Landlords who fail to drop off the capital improvement increases from the rent at the expiration date will be subject to administrative penalties specified in Section 1.2250(B) and interest attached to any rent overcharge (**Attachment A**).

On April 5, 2016, the City Council voted to impose a 90-day moratorium on rent increases above the Consumer Price Index (CPI) in order to consider various amendments to the Rent Ordinance and have been discussing a variety of housing policies since the adoption of such moratorium. After this current informational report, staff will bring a report with a proposed increase to the annual RAP registration fee on June 28, 2016.

**List of Reasons for Rent Increases above the Consumer Price Index (CPI) Rate**

The RAP Regulations allow the following five justifications for rent increases above the allowable CPI rate:

- Banking
- Increased Housing Service Costs
- Fair Return
- Uninsured Repair Costs
- Capital Improvements

Banking is defined as an owner delaying allowable annual CPI increases. There are strict limitations on how many deferred increases can be passed through at one time. Owners cannot increase the rent any more than three times the current CPI rate. For example, if the current CPI rate was 1.7 percent, the Owner could increase the rent by up to 5.1 percent, depending on how many CPI increases were delayed.

Increased housing services costs, fair return, and uninsured repair costs are rarely claimed as justifications for rent increases in the current RAP structure. Historically, when these justifications have been claimed, owner petitions have been filed. For example, in 2015, two owner petitions were filed for increased housing services costs and fair return. One petition was denied and the other petition was withdrawn by the owner.<sup>1</sup> In addition, in 2015, no tenant has filed a petition to contest a rent increase based on fair return, increased housing services costs or uninsured report costs.

However, over the past three years, rent increases based on capital improvements have risen dramatically. There is evidence that the enhanced noticing process adopted in 2014 may not be an effective means to notify tenants of their right to challenge the rent increase. Please refer to the **Petitions Filed with RAP in Prior Years** section for further discussion of the enhanced noticing process.

**Enhanced Notices for Capital Improvements**

If an owner elects not to file a petition for a capital improvement rent increase, an enhanced notice must be served on each tenant subject to the rent increase. The enhanced notice must include: 1) Notice of Rent Increase; 2) RAP Notice, which includes the tenant's right to challenge a rent increase; and 3) summary of capital improvements proposed for pass-through, with improvements and costs listed by category, date improvements were completed and paid for, start and end date of rent increase, and removal from tenants' rent. Owners may use the RAP "safe harbor" form or he or she can create a form, as long as the required information is included (**Attachment B**).

Some capital improvements were completed and paid for before August 1, 2014 and, therefore, were not subject to the new rules. However, effective August 1, 2014, owners were required to give the enhanced notice to any tenant receiving a capital improvement rent increase, even if capital improvements were subject to the grandparent clause (**Attachment C**). Owners are

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<sup>1</sup> Cases L15-0007 & L15-0076

required to provide the RAP with a copy of the enhanced notice within 10 days of serving the notice to the tenant(s). Failure to give the enhanced notice invalidates the rent increase.

In 2015, the RAP received 751 filings (**Attachment D**). In contrast, 963 Enhanced Notices were received. In April 2016, the RAP was able to hire a consultant to expand the current database to make it possible to track and evaluate enhanced notices. A detailed analysis of the notices cannot be provided until the information from the notices is entered into the database and evaluated; this work is currently in process.

## **ANALYSIS AND POLICY ALTERNATIVES**

### ***Petitions Filed with RAP in Prior Years***

**Table 1.** Case Grounds for Petitions Filed with RAP (Calendar Year (CY) 2012 to CY2015)

<b>Type of Case</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>Average</b>
<u>Petitions Filed with RAP</u>	428	481	692	751	588
<u>Enhanced Capital Improvement Notices</u>	N/A	N/A	N/A	963	963
<u>Rent Increase Based Petition</u>					
Exceeds CPI	201	261	409	482	338
Two Increase in 12 Months	36	36	69	104	61
<i>Sub-Total</i>	<i>237</i>	<i>297</i>	<i>478</i>	<i>586</i>	<i>400</i>
<u>Non-Rent Increase Based Petition</u>					
Decreased Housing Services	218	242	324	343	282
No RAP Notice at Inception	106	124	193	267	173
No Concurrent RAP notice	101	116	165	238	155
No Summary Provided by Petitioner	37	64	90	80	68
Costa-Hawkins Violation	15	9	33	11	17
<i>Sub-Total</i>	<i>477</i>	<i>555</i>	<i>805</i>	<i>939</i>	<i>694</i>

\*Petition forms provide opportunities for tenants to choose multiple case grounds. The above list is non-exhaustive of all potential case ground options.

As shown in **Table 1**, from CY2012 to CY2015 there was an average of 588 petitions filed with RAP. During this same period, 400 petitions were filed with rent increase-based case grounds selected. An average of 694 petitions were filed with non-rent increase-based case grounds selected. Since petitioners are allowed to select multiple case grounds on a single petition, the number of petitions filed by RAP will be less than case grounds listed.

In CY2015, RAP received 963 Enhanced Capital Improvement Notices. However, only seven (7) capital improvement owner petitions were filed in 2015, affecting 36 units. After the hearings were held, the average rent increase approved was 4.3 percent. None of the rent increases were subject to the grandparent clause (which exempts passthroughs of capital improvements completed prior to the 2014 capital improvement ordinance change, see **Attachment C**).

**Table 1** in **Attachment G** shows the owner petitions filed for capital improvement rent increases in 2015.

**Table 2** in **Attachment G** shows that 35 tenant petitions were filed with the RAP in 2015 contesting rent increases based on capital improvements. The average rent increase for capital improvements subject to the grandparent clause was 13 percent. The average rent increase for rents not covered by the grandparent clause was 4.4 percent.

Staff randomly pulled 25 of the 963 enhanced notices filed in 2015 to evaluate them for illustrative purposes as a snapshot of the type of information included (**Attachment E**). (Note: these 25 enhanced notices are not a statistically significant sample size from which causation can be determined). Based on the snapshot of 25 enhanced notices reviewed, the following is a list of possible issues for enhanced notices based only on these 25 notices:

- The rent increase notice does not match the enhanced notice;
- Owner served only the enhanced notice, with no rent increase notice or RAP notice;
- Owner listed possible maintenance items as capital improvements;
- Owner passed through 70 percent when improvements were subject to grandparent clause and 100 percent could have been passed through;
- Enhanced Notices created by Owners did not contain all of the required information; and
- Owner took CPI increase with capital improvements, which is not allowed per Rent Ordinance.

### **Other Jurisdictions**

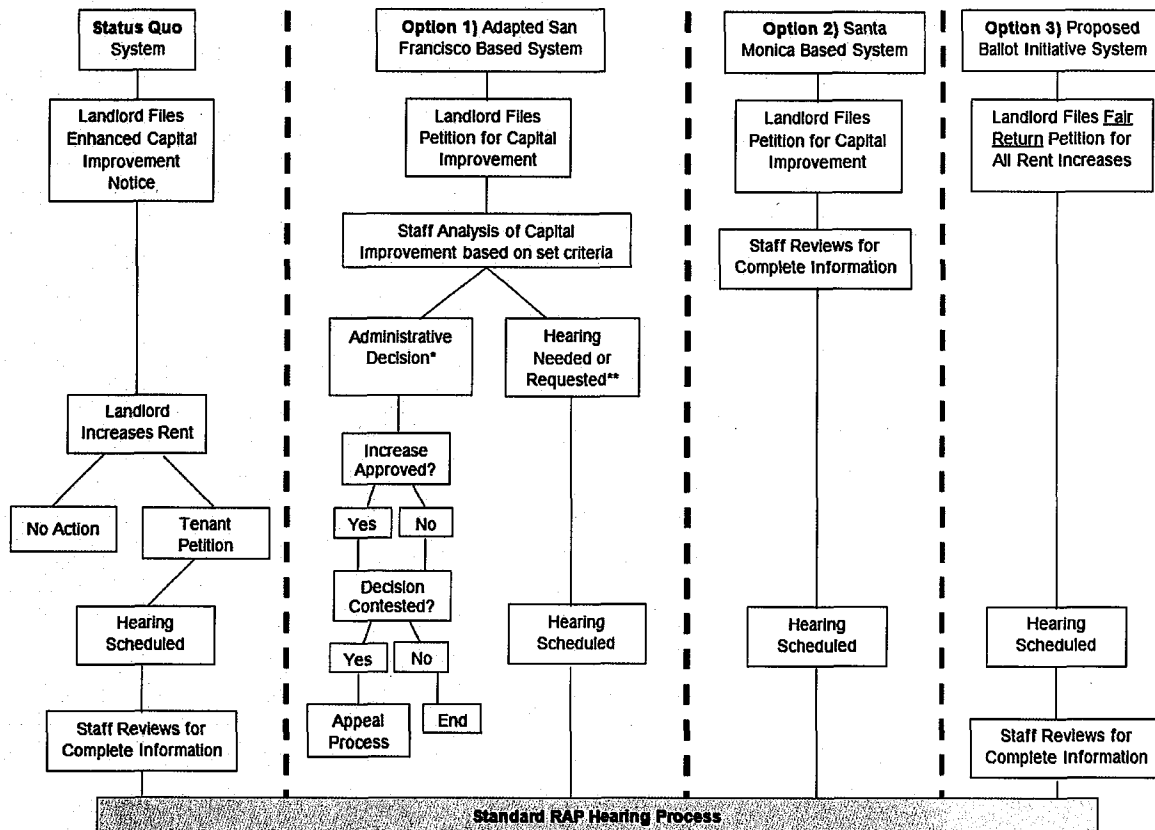
There are nine other major jurisdictions in California which have apartment rent stabilization ordinances: Berkley, Beverly Hills, East Palo Alto, Hayward, Los Angeles, San Francisco, San Jose, Santa Monica, and West Hollywood.

Oakland and Hayward are the only jurisdictions in which capital improvements are allowed that do not require landlords to file petitions (**Attachment F**).

### **Structure Options for Owner Petitions**

Based on the information found from the aforementioned data and lessons learned from other communities, staff came up with a few options as ways to structure the owner petition process. The options are shown in Figure 1 below and are further explained below Figure 1. A full sized version of Figure 1 can also be found in **Attachment H**.

Figure 1: Structure Options for Owner Petitions



\* = This would be the default process unless a hearing is requested. The admin. decision would be based on established criteria.  
 \*\* = An owner or tenant could request a hearing instead of an administrative decision.

1. The Adapted San Francisco-Based System: Require property owners to petition for rent increases for capital improvements and allow for administrative determinations if the capital improvements are within an allowable range and meet a set of stated and approved criteria (otherwise require a hearing). If the capital improvement is beyond that range, a hearing will be required.

This option would require landlords to petition the RAP for all capital improvement rent increases. This petition could require landlords to provide the following information:

- Rents collected from all tenants;
- Other income received during time period;
- Property taxes assessed and paid;
- Amounts billed and paid for utilities;
- Amounts expended for maintenance and repair;
- Insurance paid;
- Administrative and management expenses paid;
- Previous capital improvement expenses and dates; and

- Several written estimates or written proposals for work which include the date the work will begin, the proposed cost, and how long the estimates, proposals or bids will remain open.

This option could also utilize an amortization schedule, which defines a set time period that the capital expenses could be spread per year. The amortization schedule would be based upon the expected useful life of the proposed capital improvement. An example amortization schedule, based upon the City of Santa Monica, can be found in **Table 2**. Using this annual amortized amount, staff could determine the annual allowed pass-through for a given property or rental unit.

This pass through could further be capped if it exceeds a certain percentage a tenant's current base rent. The landlord would then either have to cover the remaining capital expense internally, or appeal the RAP decision. The appeal could seek an additional annual increase or a longer amortization period.

Throughout this entire process, tenants would be allowed to request a hearing rather than an administrative decision. Additionally, RAP and Landlords could be required to provide notice to the tenants of these actions, a process which could be automated through a robust data management system.

2. The Santa Monica-Based System: Require property owners to petition for rent increases for capital improvements and require each petition to be heard in a hearing for determinations of whether or not the capital improvements meet the set of stated and approved criteria.

This option would require Landlords to file a petition for any rent increases related to Capital Improvements. Once the petition is filed with RAP, staff would then review the petition for completeness. If the petition is complete, a hearing would then be scheduled. Hearing decisions would follow the current RAP procedures, but could utilize an amortization schedule like what is described in **Table 2**. RAP and Landlords could be required to provide notice to the tenants of these actions, a process which could be automated through a robust data management system.

The key difference between Option 1 and Option 2 is that in Option 2 all landlord petitions would receive a hearing, if the petition has complete information. Whereas, in Option 1 staff is given the authority to reach an administrative decision on Capital Improvement rent increases based upon a set criteria for the decision. Additionally, in Option 1 a tenant or landlord could request a hearing at anytime during this process.

**Table 2.** Example Capital Improvement Amortization Schedule (Based on City of Santa Monica)

<u>Improvement</u>	<u>Years</u>	<u>Improvement</u>	<u>Years</u>
<u>Air Conditioners</u>	10	<u>Heating</u>	
<u>Appliances</u>		Central	10
Refrigerator	5	Gas	10
Stove	5	Electric	10
Garbage Disposal	5	Solar	10
Water Heater	5	<u>Insulation</u>	10
Dishwasher	5	<u>Landscaping</u>	
Washer/Dryer	5	Planting	10
Fans	5	Sprinklers	10
<u>Cabinets</u>	10	Tree Replacement	10
<u>Carpentry</u>	10	<u>Lighting</u>	10
<u>Counters</u>	10	<u>Locks</u>	5
<u>Doors</u>	10	<u>Mailboxes</u>	10
<u>Earthquake Expenses</u>	5	<u>Meters</u>	10
<u>Structural Repair and Retrofitting</u>		<u>Plumbing</u>	
Foundation Repair	10	Fixtures	10
Foundation Replacement	20	Pipe Replacement	10
Foundation Bolting	20	Re-Pipe Entire Building	20
Iron or Steel Work	20	<u>Painting</u>	5
Masonry-Chimney Repair	20	<u>Paving</u>	
Shear Wall Installation	10	Asphalt	10
<u>Electrical Wiring</u>	10	Cement	10
<u>Elevator</u>	20	Decking	10
<u>Fencing and Security</u>	5	<u>Plastering</u>	10
<u>Fire Alarm System</u>	10	<u>Pumps</u>	10
<u>Fire Sprinkler System</u>	20	<u>Railing</u>	10
<u>Fire Escape</u>	10	<u>Roofing</u>	
<u>Flooring/Floor Covering</u>		Shingle/Asphalt	10
Hardwood	10	Built-Up, Tar and Gravel	10
Tile and Linoleum	5	Tile and Linoleum	10
Carpet	5	Gutters/Downspouts	10
Carpet Pad	5	<u>Security</u>	
Subfloor	10	Entry Telephone Intercom	10
<u>Fumigation</u>	5	Fencing	10
<u>Furniture</u>	5	Alarms	10
<u>Automatic Garage Door Openers</u>	10	<u>Sidewalks/Walkways</u>	10
<u>Gates</u>	10	<u>Stairs</u>	10
<u>Glass</u>		<u>Stucco</u>	10
Windows	5	<u>Tilework</u>	10
Doors	5	<u>Wallpaper</u>	5
Mirrors	5	<u>Window Coverings</u>	5



3. The Renters Proposed Ballot Initiative-Based System: Require property owners to petition for any rent increase above CPI (this is the proposal in the Renter's Ballot Initiative).

The Renter's Ballot Initiative proposes that landlords will be required to file a Fair Return petition with RAP for all rent increases over the "Annual General Adjustment." Once the petition is filed, a RAP hearing would be scheduled and then staff would be required to perform the required review. Fair Return petitions require additional analysis which staff estimates to take approximately five times as long as other landlord petitions. In addition, RAP staff would likely have to be supplemented in order to provide the expertise and capacity to review financial information, profit/loss details, and capital reserve information.

### ***Impact on Staff***

As **Table 2** in **Attachment G** shows, in 2015, there were 35 tenant petitions filed and went to a hearing for contesting capital improvement rent increases. Had owners been required to petition for a rent increase for the same units, the RAP would have received 13 petitions because the petitions filed represented less total buildings than the number of tenants filing. Additionally, there were seven owner petitions in the same year, which would have resulted in 20 petitions instead of 41. The decrease is the result of filing of one petition for building wide capital improvements verses multiple tenant petitions contesting the increases.

However, it is unknown what would have occurred had Owners been *required* to file petitions rather than filing the 963 enhanced notices. It is also unknown how many of those 963 notices applied to multi-unit buildings with common area improvements as opposed to unit specific improvements. Although there are many unknowns, it is likely that requiring Owner petitions for capital improvement increases would substantially increase the number of petitions filed, at least initially.

### **FISCAL IMPACT**

Staff is aware that current RAP staffing levels are insufficient to effectively handle the existing program workload. Additionally, the current RAP fee of \$30 is not cost recovering. Implementation of any of the options outlined in this report would increase staffing workload. Further analysis is needed to determine this impact, but staff is aware that at minimum additional Analysts will be needed to assist in the review of petitions.

In addition to staffing costs, improvements to the existing RAP data management systems will be needed to handle any changes to the existing petitioning process. A more robust data management system will be needed to ensure that program effectiveness is being effectively tracked and monitored.

Upon receiving further council direction, analysis will be conducted to more accurately project the fiscal impact of the increase in staffing levels and data management.

**PUBLIC OUTREACH / INTEREST**

A meeting with owner and tenant advocates was held on May 9, 2016. The meeting was held to discuss requiring landlords to file petitions for rent increases. The participants were asked to submit written comments. **Table 3** summarizes the comments submitted.

**Table 3.** Comments Submitted

TENANT ADVOCATES	LANDLORD ADVOCATES
1. The person who benefits from the rent increase should take the steps to obtain the rent increase; 2. Administrative costs would be reduced; 3. Equal enforcement of the Rent Ordinance would occur, regardless of a person's identity; 4. Tenants should not have to fear a confrontation with the owner; and 5. Tenants should not have to learn a complex Rent Ordinance.	1. Most residents understand the increase and do not want to contest; 2. Requiring owner petitions would increase administrative costs; 3. The current system of Enhanced Noticing should stay in place; this amendment to the Ordinance was just changed in 2014; 4. Mandatory owner petitions would create a costlier, inefficient system; and 5. A system that has worked for over 30 years should not fundamentally be changed.

***Broader Tenant and Owner Concerns***

In addition to the summary above, owners and tenant advocates also expressed the following:

**Owners**

- The proposal would result in a Berkeley style rent control system
- Modifications in the enhanced noticing process should be considered
- The RAP should provide more outreach to owners regarding improvement costs

**Tenants**

- Requiring owner petitions is a step toward greater fairness and equality in the owner/tenant relationship
- Without greater protections for tenants, Oakland will no longer be a diverse city
- More meetings are needed to discuss owner petitions

**COORDINATION**

This report was coordinated with the City Attorney's office and the Controller's Bureau.

**SUSTAINABLE OPPORTUNITIES**

***Economic:***

- Preserve the affordable housing inventory for families, seniors, and disabled people in the City of Oakland;
- Protect tenants from exorbitant rent increases while encouraging owners to invest in the housing stock of the City.

***Environmental:***

- Mitigate adverse environmental impacts resulting from existing rental housing;
- Encourage cohesion and vested interest of owners and tenants in established neighborhoods.

***Social Equity:***

- Improve the landscape and climate of Oakland's neighborhoods by encouraging long-term tenancies in rental housing;

**ACTION REQUESTED OF THE CITY COUNCIL**

**Staff Recommends That The City Council Accept An Informational Report That Outlines The Potential Benefits And Costs To Tenants, Landlords And The City That Includes Recommendations And Possible Actions On Amending O.M.C. Chapter 8.22 To Require Owners To Petition For Some Or All Rent Increases Beyond The CPI Rent Adjustment Allowed Annually By Right By The Residential Rent Adjustment Program**

For questions regarding this report, please contact Connie Taylor, Rent Adjustment Program Manager at (510) 238-6246.

Respectfully submitted,



\_\_\_\_\_  
Michele Byrd, Director  
Department of Housing & Community Development

Prepared by  
Connie Taylor, Program Manager

**Attachments (6)**

Attachment A: 2014 Agreement of owner and tenant advocates

Attachment B: Enhanced Notice Form Grandparent Clause

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Sabrina B. Landreth, City Administrator

Subject: Owner Requirement to File Petitions for Capital Improvement Rent Increases

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Attachment C: Enhanced Notice Form Not Subject to Grandparent Clause

Attachment D: RAP Case Statistics

Attachment E: Random Enhanced Notice Analysis

Attachment F: Capital Improvements in other rent jurisdictions

Attachment G: Tables of RAP Petitions Filed

Attachment H: Structures of Owner Petition Options

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June 14, 2016

# CITY OF OAKLAND



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Vice Mayor, District 7

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Libby Schaaf  
City Council Member, District 4

(510) 238-7004

**TO: Oakland City Councilmembers**  
**FROM: Vice Mayor Reid & Councilmember Schaaf**  
**DATE: March 18, 2014**  
**RE: City Council Item 12.1**

Colleagues in an attempt to reach consensus we held three meetings since the March 11, 2013 Community and Economic Development meeting with representatives from both the landlords and tenant advocates. Below you will find a summary of what was discussed at these meetings and the agreed upon compromise achieved through these discussions. The compromises that we have reached are truly amazing and we hope that you will support the proposed suggested changes below to our Capital Improvement program and Debt Services Agreement.

Move to direct Staff to prepare revised Oakland's Rent Adjustment Regulations and return directly to City Council in 4 weeks:

## **I. Maximum 10% Annual Cap on All Rent Increases\***

- Five (5) years is basic (default) amortization, unless it needs to be extended by whatever number of years necessary to maintain 10% maximum rent increase on a unit by unit basis. Since pass-thru amount for general Capital Improvement is same for each unit in building, each unit may have a different amortization period (e.g., lower rent units would have a longer payoff period).
- To prevent a 'piling-up' loophole, no combination of increases can exceed 30% within a 5-year period

\*\*In event the CPI rent adjustment exceeds 10%, then the CPI rent adjustment may be given as rent increase but no other pass through are allowed or is necessary to meet the Constitutional and fair return requirements.

**II. Enhanced Noticing Requirements for all Capital Improvements**

- After work is completed (as presently), Landlord will prepare and submit (1) Notice of Rent Increase (2) RAP Notice- includes <sup>INFORMATION</sup> important about your rights and how to challenge the increase (3) Summary of Capital Improvements Proposed for Pass-Thru, with improvements and costs listed by category, date improvements were completed and paid for, start and end date of rent increase and removal from tenants' rent.
- The set of 3 documents will be filed with the Rent Program, and served in advance of rent increase on each tenant affected by the capital improvement.
- Failure of Landlord to provide the required set of documents invalidates the proposed Capital Improvement rent increase for affected units.
- Landlord(s) who fail to drop off the Capital Improvement increase from rent at the expiration date will be subject to the penalty specified in Section 1.22850 (B).
- The new Capital Improvement procedures will apply to all capital improvements, whether a single unit or an entire building.
- Landlords may still file a petition for a Capital Improvement Increase in lieu of the Enhanced Notice Requirement.

**III. Debt Service**

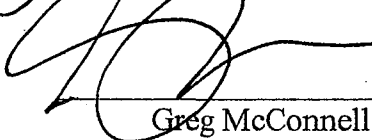
- Eliminate debt service recognizing there is a constitutional right to a fair return.

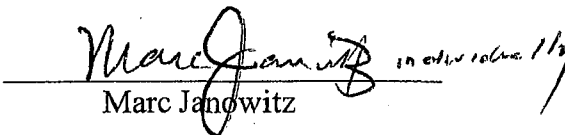
**IV. Effective Date**

- The new Capital Improvement procedure would not be effective until 90 days following final adoption of the Ordinance.

  
James Vann

  
Luke Blacklidge

  
Greg McConnell

  
Marc Janowitz

**ENHANCED NOTICE TO TENANTS FOR CAPITAL IMPROVEMENTS\***

(For capital improvements that began before 8/1/14 which are eligible for the grandparent clause found in Oakland City Council Resolution 84936)

***This enhanced notice must be served with a notice of rent increase and RAP Notice and filed with the Rent Adjustment Program within 10 days of service of these notices on the tenant.***

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

To Tenant(s): \_\_\_\_\_

Property Address: \_\_\_\_\_ Unit Number \_\_\_\_\_

Current Rent: \_\_\_\_\_ # of Units \_\_\_\_\_

Date of Rent Increase: \_\_\_\_\_

**Step 1: Enter the building-wide capital improvements (See instructions for examples)**

<b>Building-wide Capital Improvements CATEGORY(Attach separate sheet if needed)</b>	<b>TOTAL COSTS</b>	<b>DATE COMPLETED</b>	<b>DATE PAID FOR</b>
<b>SUBTOTAL: (Step 1)</b>	<b>\$ 0.00</b>		

**Step 2: Divide results of Step 1 by the number of units affected**

$$\frac{\$ 0.00}{\text{Step 1}} + \frac{\text{# of units}}{\text{# of units}} = \frac{\text{Step 2}}{\text{Step 2}}$$

**Step 3: Enter capital improvements for specific unit**

Unit-Specific Capital Improvement CATEGORY (Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
<b>SUBTOTAL:</b> (Step 3)	<b>\$ 0.00</b>		

Step 4: Add:

4a: TOTAL for building wide capital improvement for this unit (Step 2)

4b: TOTAL for unit specific capital improvement (Step 3)

\$ 0.00

4c: Total allowable cost for unit (pre-amortization)

\$ 0.00

(4c)

**Step 5:**

To calculate the allowable monthly pass-through, divide the total allowable pass-through (4c) by 60

$$\frac{\$ 0.00}{(4c)} \div 60 = \frac{\$ 0.00}{\text{ALLOWABLE RENT INCREASE}}$$

**Step 6: PROVIDE NOTICE OF THE NEW RENT AND AMORTIZATION PERIOD**

Rent Increase Amount: \$ 0.00

New Rent: \$ 0.00 (old rent plus rent increase)

% Rent Increase: 0.00%

Amortization Period: 60 months (5 years)

Date Rent Increase Begins: \_\_\_\_\_ Date Rent Increase Ends: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Use of this form is optional; an owner may provide his or her own form that meets the requirements of the RAP Ordinance and Regulations.



There is an excel spreadsheet available on the RAP website which will calculate the amortization period for you.

<http://www2.oaklandnet.com/Government/o/hcd/s/LandlordResources/index.htm>)

An Owner may still file an Owner Petition for capital improvement increase instead of the enhanced Notice Requirements

**ENHANCED NOTICE TO TENANTS FOR CAPITAL IMPROVEMENTS\***

*This enhanced notice must be served with a notice of rent increase and RAP Notice and filed with the Rent Adjustment Program within 10 days of service of these notices on the tenant.*

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

To Tenant(s): \_\_\_\_\_

Property Address: \_\_\_\_\_ Unit Number \_\_\_\_\_

Current Rent: \$ \_\_\_\_\_ # of Units \_\_\_\_\_

Date of Rent Increase: \_\_\_\_\_

**Step 1: Enter the building-wide capital improvements (See instructions for examples)**

<b>Building-wide Capital Improvements CATEGORY(Attach separate sheet if needed)</b>	<b>TOTAL COSTS</b>	<b>DATE COMPLETED</b>	<b>DATE PAID FOR</b>
<b>SUBTOTAL:</b>			

**Step 2: Multiply Subtotal in Step 1 by 70% (Increase Limited to 70%)**

$$\begin{matrix} \$ \text{_____} & \times 70\% = & \text{_____} \\ \text{Subtotal} & & \text{Step 2} \end{matrix}$$

**Step 3: Divide results of Step 2 by the number of units affected**

$$\begin{matrix} \$ \text{_____} & \div & \text{_____} & = & \$ \text{_____} \\ \text{Step 2} & & \text{\# of units} & & \text{Step 3} \end{matrix}$$

**ATTACHMENT C**

**Step 4: Enter capital improvements for specific unit**

Unit-Specific Capital Improvement CATEGORY (Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
<b>SUBTOTAL:</b>			

Step 5: Multiply Subtotal in Step 4 by 70% (Increase Limited to 70%)

$$\text{\$ } \frac{\text{Subtotal}}{\text{Subtotal}} \times 70\% = \frac{\text{Step 5}}{\text{Step 5}}$$

Step 6: Add:

6a: TOTAL for building wide capital improvement for this unit (Step 3)

\$ \_\_\_\_\_

6b: TOTAL for unit specific capital improvement (Step 5)

\$ \_\_\_\_\_

6c: Total allowable cost for unit (pre-amortization)

\$ \_\_\_\_\_  
(6c)

**Step 7: INSTRUCTIONS TO CALCULATE THE AMORTIZATION PERIOD**

To calculate the amortization period (length of time for the pass-through), first calculate 10% of the current monthly rent.

Step 7a: (10% limit) Current Rent \$ \_\_\_\_\_ x 10% = \$ \_\_\_\_\_  
(7a)

Step 7b: (# of months)

Divide the total allowable pass-through (6c) by 7a \$ \_\_\_\_\_ ÷ \$ \_\_\_\_\_ = \_\_\_\_\_  
(6c) (7a) (7b)

Step 7c: (60 months?) If the number determined in 7b is less than or equal to 60, the amortization period is 60 months or 5 years.

Step 7d: (Length of time?) If the number determined in 7b is greater than 60, divide 7b by 12.

$$\frac{\text{(7b)}}{\text{(7b)}} \div 12 = \frac{\text{(7d)}}{\text{(7d)}}$$

Step 7e: (# of years) If 7d is not a whole number, round up to the next highest number. \_\_\_\_\_  
(7e)

7e= the # of years you are allowed to pass through the rent increase.

Step 7f: (Allowable # of months) The allowable # of months is 7e x 12 \_\_\_\_\_. The rent increase ends on the last month.

**Step 8: INSTRUCTIONS TO CALCULATE THE RENT INCREASE**

**Step 8a:** If the number determined in 7b is less than or equal to 60, divide the total pass-through per unit (6c) by 60.

$$\frac{\$ \underline{\hspace{2cm}}}{6c} \div \underline{60} = \$ \underline{\hspace{2cm}} \text{ ALLOWABLE RENT INCREASE}$$

**Step 8b:** If the number determined in 7b is greater than 60, divide the total pass-through per unit (6c) by the number of allowable months (7f)

$$\frac{\$ \underline{\hspace{2cm}}}{6c} \div \underline{7f} = \$ \underline{\hspace{2cm}} \text{ ALLOWABLE RENT INCREASE}$$

**Step 9: PROVIDE NOTICE OF THE NEW RENT AND AMORTIZATION PERIOD**

Rent Increase Amount: \$ \_\_\_\_\_

Rent Increase% \_\_\_\_\_ (cannot exceed 10%) (To determine the % divide the rent increase amount by the current rent, then multiply the remaining number by 100)

$$\frac{\$ \underline{\hspace{2cm}}}{\text{Rent increase}} \div \frac{\$ \underline{\hspace{2cm}}}{\text{Current Rent}} \times 100 = \underline{\hspace{2cm}} \text{ \% increase}$$

New Rent: \$ \_\_\_\_\_ (old rent plus rent increase)

Amortization Period \_\_\_\_\_ (In years, minimum of 5)

Date Rent Increase Begins: \_\_\_\_\_ Date Rent Increase Ends: \_\_\_\_\_

\*An Owner may still file an *Owner Petition* for capital improvement increase instead of the enhanced notice requirements.

Use of this form is optional; an owner may provide his or her own form that meets the requirements of the RAP Ordinance and Regulations.

**There is an excel spreadsheet available on the RAP website which will calculate the amortization period for you.**

<http://www2.oaklandnet.com/Government/o/hcd/s/LandlordResources/index.htm>

By: \_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Print Name

Monday, May 23, 2016  
9:55:55 AM

### Case Statistics

Petition, Decision and Appeal Dates Between 1/1/2015 and 12/31/2015

		<u>Landlord</u>	<u>Tenant</u>
Number of Petitions Filed	751	73	657
Number of Appeals	109	85	29
Average Days to Process Cases	134		

(closed cases with final decision in date range)

### Final Decisions

		Favors LL	Favors T
Hearing Dec	292	104	186
Inv Dismissal	102	96	6
Vol Dismissal	87	14	73
Admin Dec	68	17	50
Settlement Agrmt	31		31
Appeal Dec	12	6	6
Remand Dec	2		2
	594	237	354

### Case Grounds on Petitions Filed in Date Range

(a) Exceeds CPI	482
(b) No summary	80
(c) Costa-Hawkins violation	11
(d) No concurrent notice	238
(e) No notice at inception	267
(f) Decreased housing serv	343
(g) Two increases in 12 months	104
(E) LL Extension of time	2
(L) LL approval of increase	15
Certificate of Exemption	62

Random Enhanced Notice Analysis: Calendar Year 2015

Address	Unit #	Owner Name	Date of Notice	Date Filed with RAP	# of days	Noticed Rent Increase	Old Rent	New Rent	% increase	Amortization (in years)	Justifications	Kind of CI	Grand-fathered	# of units	Possible Problems:
1 24 Linda Ave	1	(first name cannot read) Weil	12/31/2014	1/9/2015	9	\$42.96	\$1,130.00	\$1,172.96	3.8%	5	CI	elevator, roof	no	12	
2 377 Santa Clara Ave	#201	Grand Lake Towers/Melissa Bais	2/17/2015	5/19/2015	91	50	\$1,695.00	\$1,745.00	2.9%	5	CI	landscaping, exterior furniture, fencing, laundry rooms, security cameras, elevator remodel	yes	?	Owner served only a rent increase letter (with some enhanced notice information) but no RAP Notice. Also, no indication of how many units in the building. Required information missing.
3 1017 62nd Street	B	MMP Foothill	5/8/2015	5/14/2015	6	\$63.38	\$659.00	\$722.38	9.6%	13	CI	landscaping, sewer lateral, painting, roof, resurface	no	3	Owner did not send rent increase notice, just Enhanced Notice and RAP. Owner could have passed on some costs as "grandfathered" but chose not too.
4 4256 Piedmont Ave	28	4250 Piedmont LLC	5/26/2015	6/12/2015	17	\$67.59	\$754.00	\$821.59	9.0%	5	CI and banking	heaters, skylight, windows, painting, new carpet, smoke detectors, ceramic tile, mailboxes	no	14	Not served on RAP within 10 days. Would be void if contested. Also, unlikely new smoke detectors would be allowed as a CI.
5 1707 36th Ave	206	Best Bay Apartments	5/27/2015	6/8/2015	12	\$69.51	\$868.00	\$937.51	8.0%	5	CI and banking	seismic retrofit	no	24	While owner filed documents with us 12 days after service, the 10th day was a saturday, so service is appropriate
6 1810 E. 25th St	202	Oakland 1810, LP	5/28/2015	6/5/2015	8	\$89.50	\$895.00	\$984.50	10.0%	5	CI	exterior upgrades, painting, seismic, roof, parking lot	yes	23	Owner limited rent increase to 10%, although per the Ordinance as the work was grandfathered, would have been able to pass through entire amount
7 2801 Summit St	304	Lapham Company	6/24/2015	7/2/2015	8	\$9.49	\$1,171.85	\$1,181.34	0.8%	5	CI	painting, common area and garage upgrades	no	98	In one place in the packet owner refers to work done as "seismic retrofit work and sidewalk work", however in the itemized listing the work is described as "exterior painting and "decks, halls, garage". Also, owner did not use our form but seems to have relevant information
8 715 40th St	2	Lapham Company	6/24/2015	7/2/2015	8	\$9.70	\$1,025.00	\$1,034.70	0.9%	5	CI	sewer lateral	no	18	Owner did not use our form. Nowhere on the forms provided does it specifically say date CI pass-through ends. Required by Ordinance.
9 542 34th St		CF Bay Ridge, LLC	6/29/2015	7/3/2015	4	\$68.89	\$2,032.91	\$2,101.80	3.4%	5	CI	unit specific windows	no	1	
10 142 Moss Ave	2	unknown	6/30/2015	7/2/2015	2	-\$205.00	\$1,300.00	\$1,095.00	-15.8%	5	CI	sewer lateral	no	10	The Owner did not include rent increase notice, just Enhanced Notice and RAP, so it would be invalid if contested. Also, Enhanced Notice is ambiguous on its face because it shows the new rent as less than the old rent. This was likely a scrivener error, as the calculator would justify a rent increase of \$20.06
11 142 Moss Ave	1	unknown	6/30/2015	7/2/2015	2	\$20.00	\$1,075.00	\$1,095.00	1.9%	5	CI	sewer lateral	no	10	Owner did not include rent increase notice, just Enhanced Notice and RAP Notice, so it would be invalid if contested.
12 2200 Ivy Dr		Bill Quan	7/22/2015	7/24/2015	2	\$128.00	\$1,288.00	\$1,416.00	9.9%	5	CI and banking	Unit specific: new furnace, water heater, kitchen floor	no	1	
13 1847 8th Ave	2	Chris Gregson	7/24/2015	7/24/2015	0	\$114.00	\$1,442.00	\$1,556.00	7.9%	5	CI	sewer lateral, water heaters, pavers, fence	yes/no	4	Owner had some work done pre:August 2014 that could have been passed through at 100%, but limited it to 70%. Owner chose to pass on to this tenant costs that he did not pass on to tenants in other units (limited sewer lateral to this tenant only)
14 323 Alcatraz Ave	10	Premium Properties	7/24/2015	7/27/2015	3	\$11.00	\$1,795.00	\$1,806.00	0.6%	5	CI	new sewer line	no	14	Owner served only Enhanced Notice. Did not serve rent increase notice or RAP Notice. Per Ordinance would not be allowed.
15 1707 36th Ave	302	Best Bay Apartments	7/24/2015	8/3/2015	10	\$54.89	\$823.83	\$878.72	6.7%	5	CI and banking	seismic retrofit	no	24	

Random Enhanced Notice Analysis: Calendar Year 2015

Address	Unit #	Owner Name	Date of Notice	Date Filed with RAP	# of days	Noticed Rent Increase	Old Rent	New Rent	% increase	Amortization (in years)	Justifications	Kind of CI	Grandfathered	# of units	Possible Problems:
16 1130 30th St	112	Best Bay Apartments	7/27/2015	8/3/2015	7	\$63.85	\$660.63	\$724.48	9.7%	5	CI and banking	paving, roof, windows, stucco, paint, floors, lights, doors and gates, landscape, fencing	no	39	
17 865 York St	1	Wellington Property	7/30/2015	8/3/2015	4	\$64.16	\$1,681.00	\$1,745.16	3.8%	5	CI and CPI	roof	no	5	Owner took CPI with capital improvements; not allowed per Ordinance.
18 3123 Lynde Street		Annabelle Sacramento	9/4/2015	9/18/2015	14	\$90.00	\$1,027.00	\$1,117.00	8.8%	5	CI and banking	broken pipe, water heater	no	1	LL notice says it is a "tentative rent increase" and needs approval of RAP, but never filed a petition. Docs filed with RAP late. Repair of broken pipe likely maintenance and not capital improvement. Plus LL rounded up instead of down on costs expended.
19 293 Euclid Ave	4	Daniel Pivnick	9/14/2015	9/14/2015	0	\$83.95	\$1,073.18	\$1,157.13	7.8%		CI	roof, painting, fence	no		Owner did not serve rent increase notice to RAP, only Enhanced Notice and RAP Notice.
20 459 44th St	C	Steven Dopkin	9/17/2015	9/21/2015	4	\$40.00	\$1,195.00	\$1,235.00	3.3%	5	CI and banking	sewer lateral	no	4	Owner did this years CPI along with banking and CI pass through. Would not have been approved. Plus rounded up, instead of down
21 5401 Broadway Terrace	202	Davis-Paul Management	9/21/2015	9/23/2015	2	\$275.72	\$2,759.39	\$3,035.11	10.0%	5	CI	balcony waterproofing, water heater, exterior paint, stucco, garage iron gate, deck, patio waterproofing	no	13	
22 3371 Wisconsin	B	Darrin Tinsley	10/5/2015	10/5/2015	0	\$45.00	\$1,248.00	\$1,293.00	3.6%	5	CI	unit specific flooring, carpet and paint	no	4	
23 1820 5th Avenue	104	Mateo and Tomas LLC	11/18/2015	11/23/2015	5	\$27.00	\$1,595.00	\$1,622.00	1.7%	5	CPI	seismic retrofit	no	18	Owner attached a CI Enhanced Notice showing that they increased the rent on this unit by \$58.85 for 5 years based on a seismic retrofit. Yet the rent increase notice does not match the Enhanced Notice at all and only refers to CPI. So if the owner attempted to increase the tenant's rent based on the capital improvements it would have been an improper rent increase.
24 350 Newton Ave	28	Vaughn Management	11/20/2015	11/30/2015	10	\$68.00	\$950.00	\$1,018.00	7.2%	5	CI	landscaping, pool furniture, laundry room, exterior paint, security, windows, garage doors, bike room, storage, common area electrical, locks and plumbing	no	42	Owner took increase for laundry room. No clarity as to whether laundry room work is for a laundry for which owner charges use fee, which would not be allowable.
25 4236 Montgomery	Upper	Sue and John Conneely	12/30/2015	2/29/2016	61	\$107.25	\$1,096.00	\$1,203.25	9.8%	5	CI	unit specific heating	no	1	Owner did not use our form. Nowhere on form provided does it say date paid for. Also docs not filed with RAP Program in a timely manner.

COMPARISON OF METHODOLOGY USED IN CALCULATION CAPITAL IMPROVEMENT RENT INCREASES

City	Definition/Method	Amortization Periods	Financial Limitations	Other Limitations
City of Oakland	Rent increases allowed, without a petition, for those improvements which materially add to the value of the property, prolong its life or adapt to new building codes. Must predominantly benefit tenants.	5 years	No limitations, owner gets 100% of cost passed through. After 60 months rent is decreased.	If the work is done to repair a code violation that the owner knew about and failed to repair in a timely fashion (or the need to repair was caused by owner's failure to act) then the cost might not be passed on to tenants.
City of San Francisco	Allowed to certify rent increases to amortize cost of capital improvements. <b>L must file petition.</b> Rent returns to base rent after amortization period.	Varies based on what the improvement is and whether it is for buildings of more than six or less than six units. Periods range from 7- 20 years.	<b>For seismic work and for buildings of 6 or more units:</b> One hundred percent (100%) of the costs may be passed through to the tenants. No increase shall exceed, in a twelve-month period, ten percent (10%) of the tenant's base rent or \$30.00, whichever is greater. Additional increases can be accumulated and imposed in subsequent years. <b>For building with 5 units or less:</b> One hundred percent (100%) of costs may be passed through but no increase shall exceed five percent (5%) of tenant's base rent or \$30.00, whichever is greater.	1. Cannot recover if owner received payment from insurance company for the work 2. Must petition within 5 years of completing work
City of Los Angeles	Improvements to a rental unit or common areas provided improvement has a useful life of five (5) years or more. <b>L must file petition.</b>	6 years (since 1989)	Can only be granted 50% of total costs; Never allowed increase greater than \$55.00 per month. Rent returns to base rent after amortization period.	1. Painting of exterior only once every 10 years; 2. Painting of individual units does not count; 3. Must be permanently fixed
City of Berkeley	Increases allowed for Capital Improvement made if necessary to bring the property into compliance or maintain compliance with housing codes affecting health and safety, and where such capital expenditures are properly amortized over the life of the improvement. <b>L must file petition.</b>	Increases given only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.	Capital improvement costs are offset against any vacancy rent increases so that capital improvement adjustments are rarely given in Berkeley. Because increase only given as part of "fair return" analysis rent does not go down after costs are recovered.	



COMPARISON OF METHODOLOGY USED IN CALCULATION CAPITAL IMPROVEMENT RENT INCREASES

City	Definition/Method	Amortization Periods	Financial Limitations	Other Limitations
City of Santa Monica	No longer allows Capital Improvement pass-through separate from a claim of denial of owner's fair return on investment			
City of Hayward	Increases allowed for improvements that materially add to the value of the property and prolong its useful life. No petition required.	Amortization depends on the useful life of the particular improvement	100% of Capital Improvement costs can be passed through to tenants. Rent does not rollback even after L recoups all costs	
City of San Jose	Increases allowed for improvements that add to the value of the property, convert to new use and/or extend its useful life. <b>L must file petition.</b>	Not less than 60 months	100% of Capital Improvement costs can be passed through to tenants. Rent does not rollback even after L recoups all costs	
City of West Hollywood	No capital Improvement increases allowed except as part of a L rent increase petition where owner claims all operating expenses are increased.			
City of East Palo Alto	Does not allow Capital Improvement pass-through separate from a claim of denial of owner's fair return on investment. <b>L must file a petition.</b> The capital expenditures of over \$100 per unit must be "amortized" and not all taken as expense in same year.			

COMPARISON OF METHODOLOGY USED IN CALCULATION CAPITAL IMPROVEMENT RENT INCREASES

City	Definition/Method	Amortization Periods	Financial Limitations	Other Limitations
<p><b>City of Beverly Hills</b></p>	<p>Only allows Cap. Improvement pass through for those tenants whose initial lease was for less than \$600 per month. For those improvements in interior of apartment, must be with T's written consent</p>	<p>Amortized for 60 months</p>	<p>Rent increase cannot exceed 4% of base rent; capital improvement pass-through gets subtracted at 60 months.</p>	<p>Those owners whose initial leases are for more than \$600 per month can increase the rent by up to 10% annually, so they are not allowed additional increase for capital improvement costs.</p>

## RAP Petitions for Capital Improvements

**Table 1: Petitions Filed for Capital Improvement Rent Increases (2015)**

Total Number of Cases in Table: 7

Case#	# of Units	E.H Notice Given	Amount Granted	Percent of Increase	New Rent	Amortization Period
L15-0005 &L15-0006	3	N/A	\$95.81 \$82.12 \$81.13	8.7% 9.1% 9.5%	\$1,195.80 \$982.12 \$931.13	6 years 7 years 7 years
L15-0025	4	N/A	\$44.77 All units	4.0% 3.5% 3.2% 3.2%	\$1,167.77 \$1,320.77 \$1,422.77 \$1,422.77	5 years all
L15-0041	1	N/A	\$89.31	6.7%	\$1,417.31	5 years
L15-0049	2	N/A	\$89.99 all units	4.0% 4.4%	\$2,330.99 \$2,123.99	5 year all
L15-0051	5	N/A	\$60.98 all units	7.5% 6.8% 8.7% 8.7% 6.6%	\$875.98 \$960.98 \$885.98 \$885.98 \$985.98	5 year all
L15-0066	21 in Bld. (increased passed to 18 units)	N/A	\$34.39 all units	2.7% 2.8% 2.3% 2.1% 2.6% 1.8% 4.1% 4.3% 1.3% 1.8% 2.85 4.1% 1.8% 3.8% 1.8% 1.5% 2.2% 2.3%	\$1,273.75 \$1,231.46 \$1,505.67 \$1,623.01 \$1,325.41 \$1,925.29 \$830.63 \$787.92 \$2,751.30 \$1,866.81 \$1,248.62 \$838.77 \$1,900.00 \$908.95 \$1,903.72 \$2,330.96 \$1,601.01 \$1,525.50	5 year all

**Table 2: RAP Tenant Petitions Contesting Capital Improvement Rent Increases (2015)**

Total Number of Cases in Table: 35

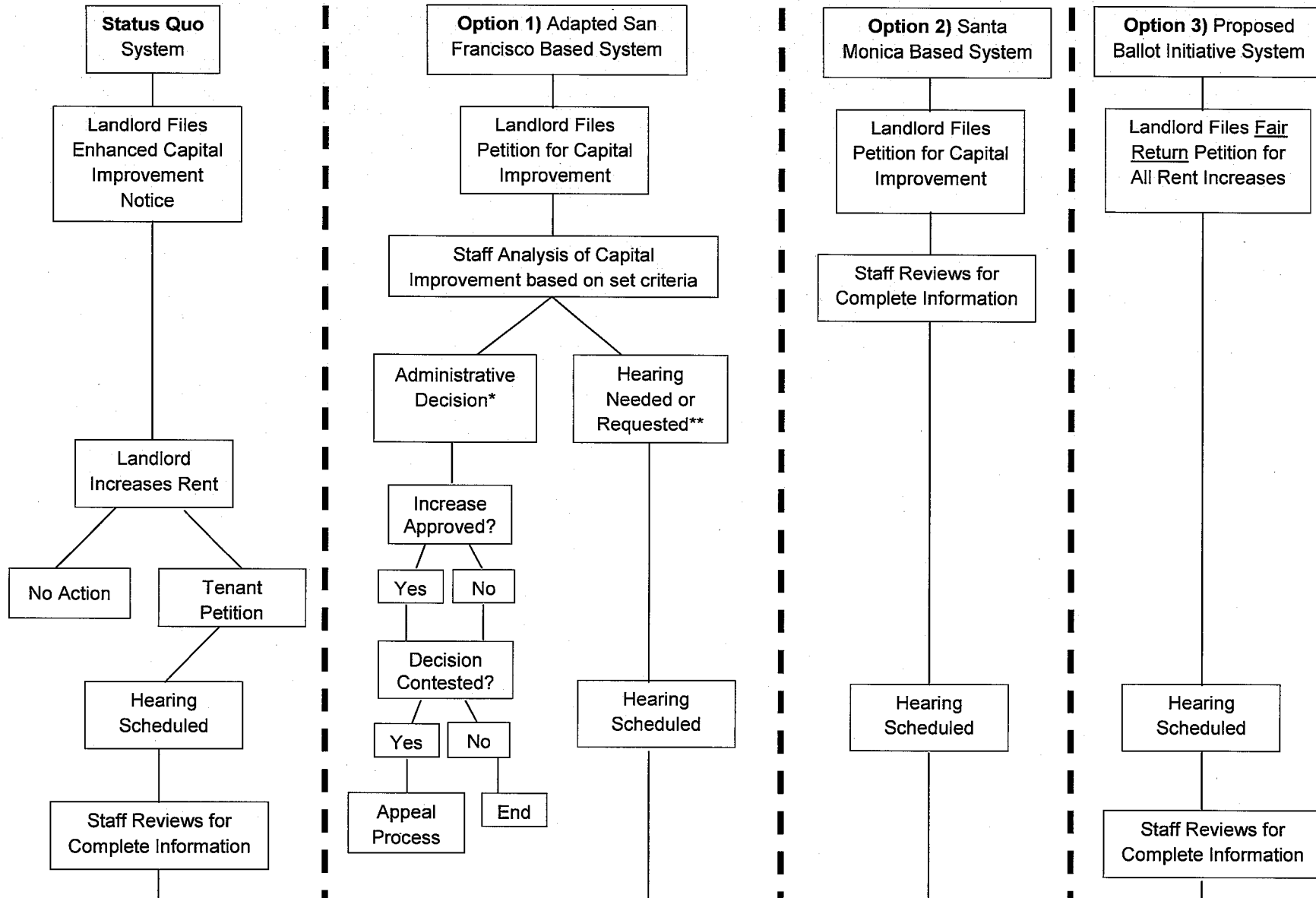
Case#	#of Units	E.H. Notice Given	C.I.'s Grant/Denied	% of Increase	New Rent	Amortization Period
T15-0077 T15-0084 T15-0087 T15-0097 T15-0100	12 <b>Affects 5 units</b>	Yes to all	\$41.60 Granted	3.0% 3.5% 3.5% 3.9% 3.6%	\$1,416.60 \$1,234.14 \$1,223.60 \$1,097.08 \$1,186.44	5 years for all
T15-0078 T15-0085 T15-0204	3	Yes to all	\$80 \$80 \$80	8.4% 4.1% 6.0%	\$1,032 \$2,026 \$1,421	5 years in all
T15-0142	1	No GP	\$396 Granted	30%		30% over 5 year period
T15-0289	1	Yes	Settled in Mediation	10%		N/A
T15-0344 T15-0345 T15-0349 T15-0350 T15-0351 T15-0352 T15-0353 T15-0354 T15-0355 T15-0356 T15-0357 T15-0358 T15-0359	13	No GP applies for all	\$94.98 \$94.98 \$94.98 \$118.56 \$103.53 \$94.98 \$112.08 \$135.66 \$94.98 \$94.98 \$102.49 \$111.04 \$94.98	10.9% 12.27% 11.8% 14.6% 13.7% 11.4% 13.6% 19.7% 11.05 11.3% 13.2% 15.7% 13.3%	\$962.83 \$868.98 \$897.98 \$928.57 \$878.53 \$925.98 \$935.60 \$824.31 \$961.13 \$936.98 \$878.49 \$820.49 \$811.71	5 years for all
T15-0360	1	No GP Applies	\$558.21 Granted	48.7%	\$1,705.21	5 years
T15-0376	1	No GP Applies	\$218	14.5%	\$1,718	5 years
T15-0382	178 in Bldg.; <b>Increase Affects one unit</b>	N/AI	Settled in Mediation	1.7%	\$12.86 per unit	N/A
T15-0389 T15-0390	2	Yes to all	\$30 \$30	1.9% 1.9%	\$1,604 \$1,627	5 year
T15-0493	1	Yes	\$25	2.2%	\$1,175	5 year

**Attachment G**

T15-0528	22 in Bldg.; Increase affects one unit	No GP applies	\$122.43	15.4%	\$917.43	5 years
T15-0545 T15-0558 T15-0559 T15-0560	4	No Notice No GP clause	Denied	None	Rents remained the same	N/A
T15-0614	1	Yes	\$25.00	3.8%	\$680	5 year

**Structure Options for Owner Petitions**

**Attachment H**



\* = This would be the default process unless a hearing is requested. The admin. decision would be based on established criteria.

\*\* = An owner or tenant could request a hearing instead of an administrative decision.