STATEMENT OF THE ISSUE: As of August 16, 2017, the Rent Program has received 63 Rent Adjustment Petitions, 35 Excess Rent Complaints, and six Unpaid Relocation Payment Complaints. To reduce the current backlog of petitions and complaints filed to date, staff members are recommending the Rent Board enter into a contract with an experienced hearing examiner who may be able to resolve a portion of these petitions and complaints through mediation.

RECOMMENDED ACTION: APPROVE a contract with Carlos J. Alarcon for mediation and hearing examiner services, at a cost not to exceed $25,000, from July 1, 2017, through June 30, 2018 – Rent Program (Nicolas Traylor 620-6564).
DATE: August 23, 2017

TO: Chair Gray and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: APPROVAL OF A CONTRACT FOR MEDIATION AND HEARING EXAMINER SERVICES

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FISCAL IMPACT:

The proposed contract amount of $25,000 is included in the adopted Fiscal Year 2017-18 Rent Program Budget.

DISCUSSION:

Background

Section 11.100.070(c) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Ordinance) provides for a petition process, in which the Maximum Allowable Rent of individual Controlled Rental Units may be adjusted upward or downward in accordance with adopted Rent Board procedures. Pursuant to this section, a hearing examiner appointed by the Board shall conduct a hearing to act upon the petition for individual adjustment of the Maximum Allowable Rent and shall have the
power to administer oaths and affirmations. In addition, Section 11.100.100 of the Ordinance allows Tenants to file an administrative complaint with the Rent Board in lieu of filing a civil action.

To facilitate the collection of Rent Adjustment Petitions and complaints regarding the collection of rent in excess of the Maximum Allowable Rent and failure to provide Relocation Payment, interim Rent Program staff published online forms at www.richmondrent.org through which 104 petitions and complaints have been submitted as of August 16, 2017 (Attachments 3 & 4).

As part of the 2017 Rent Program Transition Plan approved by the Rent Board at their meeting on April 5, 2017, the Rent Board authorized staff members to enter into a short-term, sole source contract with the University of the Pacific McGeorge School of Law (UOP) for contract hearing examiner services. Shortly after receipt of this approval, interim staff members began negotiations with UOP with the intent of executing a sole-source contract. In mid-July, UOP withdrew their offer to provide such services, causing staff to explore alternative approaches to address the substantial number of petitions and complaints in the queue.

Proposed Approach

Mediation is a popular tool utilized in many jurisdictions with rent stabilization programs to effectively resolve disputes in a cost-efficient manner. Rent program staff members in the cities of Berkeley and Santa Monica have confirmed that the option to mediate rent-related complaints and disputes drastically reduces the number of cases that require a formal hearing.

While mediation is typically not suited to petitions for individual upward rent adjustments in excess of the Annual General Adjustment, staff members recommend that mediation techniques be utilized to potentially resolve the 41 complaints and 14 downward rent adjustment petitions filed by Tenants due to habitability concerns or disputes over the Base Rent or subsequent rent increases.

In compliance with the City’s procurement policies, Rent Program staff members solicited three written quotes from qualified mediation service providers. Quotes and qualifications from potential service providers were evaluated based on the individual or organization’s familiarity with rent-related petitions and complaints.

Carlos J. Alarcon is an experienced mediator and hearing examiner. He has been responsible for convening mediations for various departments of the Superior Court of California; Unlawful Detainer, Civil Harassment, Appeals, Small Claims, Limited, and Unlimited jurisdictions and Victim Offender Mediation Programs for several Bay Area counties. More specific to tenant/landlord and rental issues, Carlos J. Alarcon currently serves as a Hearing Officer for City of San Jose Housing where he assesses petitions asserting violations of statutes, codes and ordinances. In his duty, the Hearing Officer, as mediator, convenes the parties for mediation and a voluntary agreement to resolve
the matter is sought. If no agreement is reached, it is the responsibility of the hearing officer to issue a fact-finding report noting the issues of the matter, applicable pertinent statutes, codes and ordinances, violations of statutes, codes and ordinances (if any), conclusions and compensation.

The expeditious resolution of Excess Rent Complaints has benefits for both Tenants and Landlords. Based on a review of Excess Rent Complaints submitted, the average difference between the base rent and current rent, as reported by Tenants, is $201. If a hearing examiner or mediator determines that a Tenant has been paying $201 more than the Maximum Allowable Rent since December 30, 2016, when the Ordinance became effective, as of August, the Landlord would owe the Tenant a refund of $1,608 for eight months of excess rent payments (see Regulation 17-05). This sum will continue to grow.

**Proposed Timeline**

Section 11.100.100(b)(1) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance provides the rules and regulations adopted by the Board shall provide for final Board action on any complaint for excess Rent within one-hundred twenty (120) days following the date of filing of the complaint. On May 24, 2017, the Rent Board adopted Regulation 17-02, which establishes that a petition for a rent adjustment shall be scheduled for hearing by the appointed hearing officer within 15 business days of the Rent Board’s receipt of the petition and determination that the declaration of the landlord that the Rental Unit meets all of the requirements of the Ordinance is true (Attachment 5). Likewise, Regulation 17-02 provides that administrative complaints shall have a hearing scheduled by the appointed hearing officer within 15 business days of receipt, and that for those filed prior to June 1, 2017, the 15 business days shall start June 1, 2017.

The Rent Board’s consideration and adoption of Regulation 17-02 was contingent upon two factors that have yet to materialize, including (1) retaining administrative staff support to assist with petition and complaint review and the scheduling of hearings, and (2) execution of a contract with UOP for hearing officer services.

The table on the following page contains a proposed, alternative, timeline for the scheduling and conduct of the first mediation sessions. It is anticipated that cases may be mediated at a rate of approximately three cases per weeks.
<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 23, 2017</td>
<td>Rent Board approves contract with Carlos J. Alarcon</td>
</tr>
<tr>
<td>Week of August 28, 2017</td>
<td>Staff members review petitions and complaints and identify those case files that are complete and ripe for mediation</td>
</tr>
<tr>
<td>Early September 2017</td>
<td>Cases are forwarded to Carlos J. Alarcon; first mediation sessions are scheduled</td>
</tr>
<tr>
<td>Mid-September 2017</td>
<td>First mediation sessions are conducted</td>
</tr>
</tbody>
</table>

**DOCUMENTS ATTACHED:**

Attachment 1 – City of Richmond Rent Board Standard Contract Between the City of Richmond Rent Board and Carlos J. Alarcon

Attachment 2 – Carlos Alarcon Resume

Attachment 3 – Rent Adjustment Petitions Submitted as of August 16, 2017

Attachment 4 – Excess Rent Complaints Submitted as of August 16, 2017

Attachment 5 – Rent Board Regulation17-02
The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. **Parties.** The parties to this Contract are the City Of Richmond Rent Board (herein referred to as the “City”) and the following named Contractor:

   **Company Name:** Carlos J. Alarcon  
   **Street Address:** 8524 Garnet Lane  
   **City, State, Zip Code:** Morgan Hill, CA 95037  
   **Contact Person:** Carlos J. Alarcon  
   **Telephone:** (707) 319-2113  
   **Email:** cjalarcon@thealarcongroup.com  
   **Business License No:**  
   **Expiration Date:**

   A California [ ] corporation, [ X] limited liability corporation [ ] general partnership, [ ] limited partnership, [ ] individual, [ ] non-profit corporation, [ ] individual dba as [specify:] ______________________, [ ] other [specify:] ______________________

2. **Term.** The effective date of this Contract is August 23, 2017, and it terminates June 30, 2018, unless terminated as provided herein.

3. **Payment Limit.** City’s total payments to Contractor under this Contract shall not exceed $25,000. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.

4. **Contractor’s Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

5. **City Obligations.** City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference,
subject to all the terms and conditions contained or incorporated herein.
6. **Authorized Representatives and Notices.** This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.

7. **General Conditions.** This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

8. **Special Conditions.** This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

9. **Insurance Provisions.** This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.

10. **Signatures.** These signatures attest the parties’ Contract hereto:

**RENT PROGRAM**

By: _____________________________
Title: Executive Director
I hereby certify that this Contract has been approved by the Rent Board or the Executive Director.

By: _____________________________
Board Clerk

**CONTRACTOR:**

By: _____________________________ (* The Corporation Chairperson of the Board, President or Vice President should sign below)
Title: ___________________________

By: _____________________________
Title: ___________________________
Date Signed: _____________________

Approved as to form:

By: _____________________________
Title: ___________________________
Date Signed: _____________________

(* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

By: _____________________________
Title: ___________________________
Date Signed: _____________________

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.)

**LIST OF ATTACHMENTS:**

- Service Plan: Exhibit A
- Payment Provisions: Exhibit B
- Authorized Representatives and Notices: Exhibit C
- General Conditions: Exhibit D
EXHIBIT A
SERVICE PLAN

Contractor shall, to the satisfaction of the Executive Director, perform the following services and be compensated as outlined below:

Generally, Carlos J. Alarcon will assist in the convening for mediation, resolution, and disposition of matters of controversy regarding, Petitions for Maximum Allowable Rent Increase or Decrease, Unpaid Permanent Relocation Payment Complaints, Unpaid Temporary Relocation Payment Complaints, and whatever other matters City of Richmond Rent Program finds necessary.

- Mr. Alarcon will, within 5 days of the furnishing by City of Richmond Program of all pertinent forms, process descriptions, ordinances, regulation and statutes, be sufficiently prepared to provide mediation services.
- Mr. Alarcon will provide mediation services for morning, afternoon or evening sessions.
- Mr. Alarcon will provide mediation services at City of Richmond locations, preferably where two rooms, suitable for mediation, are provided.
- Mr. Alarcon will be prepared for convening for mediation five days after receiving the pertinent and complete file for the matter in controversy. Mr. Alarcon shall inform the Rent Program when a file is considered to be incomplete, and provide guidance on the requisite documents necessary in order for the file to be deemed complete.
- Where a Voluntary Agreement is reached, Mr. Alarcon will issue a written Voluntary Agreement at the time of the mediation unless the mediation is continued or parties fail to appear.
- Where no Voluntary Agreement is reached Mr. Alarcon will issue a Fact Finding Report and/or Decision within 10 days of convening.

COSTS

Per Mediation: $550
Continuances: $550
Failure to Appear by Both Parties
Without 10 day Notice: $550
Extraordinary Research, Extraordinary Fact Finding Report (Only with prior consultation and approval of the Executive Director): $90/hr
EXHIBIT B
PAYMENT PROVISIONS

{PLEASE NOTE THAT THE RENT PROGRAM SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE RENT BOARD OR EXECUTIVE DIRECTOR}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.

2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc.) Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.

3. Contractor shall submit timely invoices to the following address:

   Attention: City of Richmond Finance Department - Accounts Payable
   Project Manager: Nicolas Traylor
   P.O. Box 4046
   Richmond, CA 94804

4. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Nicolas Traylor before payments shall be authorized.

5. The City will pay invoice(s) within 45 days after completion of services to the City satisfaction. The City shall not pay late fees or interest.

6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.

7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.
EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1.1 City hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:
Nicolas Traylor
City Of Richmond Rent Program
440 Civic Center Plaza, Suite 200
Richmond, CA 94804

1.2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:
EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):
EXHIBIT F

INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.
CARLOS J. ALARCON
Carlos J. Alarcon
(M) (707) 319-2113
cjalarcon@thealarcongroup.com
Citizenship: United States

WORK EXPERIENCE

12/97 – Present
THE ALARCON GROUP
Mediator, Facilitator, Trainer

Responsible for the daily operations of a small alternative dispute resolution practice and group of contract alternative dispute resolution professionals, responsibilities include business development, directing financial operations, applying for and managing federal, state and county contracts, and practice as a mediator, facilitator and trainer.

02/15 – Present
CITY OF SAN JOSE, CA - HOUSING
Mediator and Hearing Officer

The Hearing Officer in this process assesses petitions asserting violations of statutes, codes and ordinances. The hearing officer, as mediator, then convenes the parties for mediation and a voluntary agreement to resolve the matter is sought. If no agreement is reached, it is the responsibility of the hearing officer to issue a fact-finding report noting the issues of the matter, applicable pertinent statutes, codes and ordinances, violations of statutes, codes and ordinances (if any), conclusions and compensation.

04/16 – Present
SOLANO COUNTY, CA PROBATION DEPARTMENT – JCAP – THE JUVENILE COMMUNITY ACCOUNTABILITY PROGRAM
Mediator and Arbitrator

A Victim Offender and Restitution Program that provides an arbitrator to assess the offending event at issue and assess testimony and evidence provided. The arbitrator meets victim, offender and parent’s of victim and offender and often social behavior professionals in order to satisfy the community that the offending juvenile understands completely the offense and satisfactorily accepts and acknowledges accountability.

11/2012 – Present
BART - BAY AREA RAPID TRANSIT - OFFICE OF CIVIL RIGHTS
Mediator and Ombudsperson/Negotiator

The Ombudsperson/Negotiator is empowered to act as a mediator, negotiator and/or fact-finder in disputes between a prime contractor and supporting trade unions and BART, prime contractor (union) and a subcontractor (mostly non-union) or supplier, and makes recommendations to the Office of Civil Rights and the construction project staff as to disposition and resolution of the dispute. BART is government funded and must maintain proposed quotas, pricing structures, and schedules for the interactive relationships between unions, contractors and BART.

10/2011 – Present
UNITED STATES BANKRUPTCY COURT, NORTHERN DISTRICT OF CALIFORNIA – BANKRUPTCY DISPUTE RESOLUTION PROGRAM
Mediator and Resolution Advocate
The BDRP Resolution Advocate is made available to all parties, whether or not represented by counsel to mediate, assist in resolving, in all controversies arising in adversary proceedings, contested matters or other disputes in a bankruptcy case. The Resolution Advocate is responsible for maintaining a highly complex procedure and for administering the overall BDRP process for the Bankruptcy Court.

**10/2008 – Present**

**SUPERIOR COURT OF CALIFORNIA ALTERNATIVE DISPUTE RESOLUTION PANELS: ALAMEDA, CONTRA COSTA, NAPA, SANTA CLARA AND SOLANO COUNTIES**

Mediator and Court Managed Mediation Program Mediator and Trainer

Responsible for convening mediations for various departments; Unlawful Detainer, Civil Harassment, and Appeals, Small Claims, Limited, and Unlimited jurisdictions and Victim Offender Mediation Programs for the above counties.

These programs also assessed and qualified mediators for referral to the judiciary and attorneys with matters suggested for mediation.

**SUMMARY**

Mr. Alarcon advances over thirty years of successful business experience in curriculum development, facilitation, mediation, negotiation, and as a trainer. He has also practiced in risk management in environmental and regulatory compliance, and financial transactions structure for the high technology, energy, government, and financial services sectors. Areas of expertise for Mr. Alarcon include many aspects of negotiation, mediation, regulatory compliance, diversity and inclusion, and in instructing adult learners and compliance practitioners and officers at all levels. Mr. Alarcon also offers a broad knowledge of federal, state, local, and industry-specific regulations and is acknowledged as a thought leader in environmental, regulatory and information risk management, decision-making analysis, diversity analytics, and the conflict resolution therein. Mr. Alarcon interfaces well with diverse groups including management, technical staff, practitioners and disputants of any cultural, social, or interest-based background. Finally, Mr. Alarcon has demonstrated strong negotiating, mediating, facilitating, training, presentation, communication and leadership skills. He has demonstrated the ability to motivate and respond to diverse sets of practitioners and clients, He has proven effective in providing outstanding analytical, negotiating, and problem solving skills with the ability to provide and implement effective methodologies and solution processes.

**EDUCATION**

**SAN RAFAEL HIGH SCHOOL**
San Rafael, CA 94901

**PITZER COLLEGE OF THE CLAREMONT COLLEGES,** Claremont, CA
4 years – 32/32 credits completed, Communications

**UNIVERSITY OF CALIFORNIA AT BERKELEY,** Berkeley, CA
Certification for Professional Practice, Mediation and Conflict Resolution

**JOHN F. KENNEDY UNIVERSITY,** Pleasant Hill, CA
Bachelor of Legal Studies, 2018 Paralegal Certification 2018
Bachelor of Legal Studies, 2019 Paralegal Certification 2019
Introduction to Law - Completed
Law of Torts – Completed
QUALIFICATIONS & TRAINING

UNIVERSITY OF CALIFORNIA HASTINGS COLLEGE OF LAW, San Francisco, CA
Detecting Deception – Continuing Education 8 hours 2007

ASSOCIATION FOR DISPUTE RESOLUTION OF NORTHERN CALIFORNIA,
Berkeley, CA
Constructive Conflict Engagement – Continuing Education 5.5 hours 2008

UNIVERSITY OF CALIFORNIA EXTENSION, Berkeley, CA
Mediation and Conflict Resolution – Continuing Education 40 hours 2008

ASSOCIATION FOR DISPUTE RESOLUTION OF NORTHERN CALIFORNIA,
Berkeley, CA
Organizational Diplomacy – Continuing Education 2.5 hours 2008

ASSOCIATION FOR DISPUTE RESOLUTION OF NORTHERN CALIFORNIA,
Berkeley, CA
Principles in Action: Restorative Justice - Continuing Education 2.5 Hours 2007

MEDIATED SOLUTIONS, Palo Alto, CA
Non-Violent Empathetic Communication - Continuing Education 12.5 hours 2008

SOLANO COUNTY BAR ASSOCIATION, Fairfield, CA
Civil Harassment – Continuing Education 2.5 hours 2008

SOLANO COUNTY BAR ASSOCIATION, Fairfield, CA
Unlawful Detainer- Continuing Education 2.5 hours 2008

STANFORD UNIVERSITY, GOULD CENTER FOR LAW Palo Alto, CA
Exploring the Enneagram: Seeing Into the Heart of Conflict - Continuing Education 8.5 hours 2009

STANFORD UNIVERSITY, GOULD CENTER FOR LAW, Palo Alto, CA
Conflict Resolution Continuing Education 16 hours 2009

UNIVERSITY OF CALIFORNIA AT DAVIS, Sacramento, CA
Facilitating Complex Disputes – Continuing Education 32 hours 2009

COMMUNITY BOARDS PROGRM
Advanced Mediation Training: Complex Financial Mediation – Continuing Education 8.5 hours 2009

SUN MICROSYSTEMS: SUN SERVICES, Sunnyvale, CA
Let’s Get Real or Let’s Not Play: Helping Clients Succeed- Continuing Education 32 hours 2006

SUN MICROSYSTEMS: SUN SERVICES, Sunnyvale, CA

NORTHERN CALIFORNIA MEDIATION CENTER, San Rafael, CA
Forgiveness: The Art of Letting Go 16 hours 2010

ASSOCIATION FOR DISPUTE RESOLUTION OF NORTHERN CALIFORNIA, Berkeley, CA
Safe Space for Queer Friendly Mediation 8 hours 2010

THE SEDONA CONFERENCE, Phoenix, AZ
E-Discovery Mediation: Electronically Stored Information Dispute Resolution
Continuing Legal Education 22 hours 2010

ASSOCIATION FOR DISPUTE RESOLUTION OF NORTHERN CALIFORNIA, Berkeley, CA
Diversity; Why Here, Why Now 8 hours 2010

STRAUS INSTITUTE FOR DISPUTE RESOLUTION
PEPPERDINE UNIVERSITY SCHOOL OF LAW, Malibu, CA
Mediating the Litigated Case Continuing Legal Education 42 hours 2010

NEIGHBORWORKS CENTER FOR HOMEOWNERSHIP EDUCATION & COUNSELING, Washington, DC
Management & Leadership; Critical Thinking Skills Continuing Education 18 hours 2010

PRACTISING LAW INSTITUTE, San Francisco, CA
Redlining and Predatory Lending Continuing Legal Education 3 hours 2010

ASSOCIATION FOR DISPUTE RESOLUTION OF NORTHERN CALIFORNIA, Berkeley, CA
Managing High Conflict Personalities Continuing Education 8 hours 2010

PRACTISING LAW INSTITUTE, San Francisco, CA
The Essentials of Chapter 7 Bankruptcy Continuing Legal Education 3 hours 2010

COMMUNITY BOARDS PROGRAM, INC., San Francisco, CA
Impasse – Continuing Education 3 hours 2010

COMMUNITY BOARDS PROGRAM, INC., San Francisco, CA
The Art of the Question: Taking Strategy, Diplomacy and Suggestion One Step Further – Continuing Education 3 hours 2010

STRAUS INSTITUTE FOR DISPUTE RESOLUTION
PEPPERDINE UNIVERSITY SCHOOL OF LAW, Malibu, CA
Mediation As Progressive and Problematic Continuing Legal Education 4 hours 2010

PRACTISING LAW INSTITUTE, San Francisco, CA
Consumers Rights in Homeowners Associations; California’s Davis-Stirling Act Continuing Legal Education 3 hours 2011

BAR ASSOCIATION OF SAN FRANCISCO, San Francisco, CA
Commercial Law and Bankruptcy, Consumer Bankruptcy, Continuing Legal Education 3 hours 2011

NEIGHBORWORKS CENTER FOR MANAGEMENT & LEADERSHIP, ATLANTA, GA Organizational Leadership Succession Continuing Education 16 hours 2011

NEIGHBORWORKS CENTER FOR MANAGEMENT & LEADERSHIP, ATLANTA, GA Board of Directors Oversight and Governance Continuing Education 24 hours 2011

STRAUS INSTITUTE FOR DISPUTE RESOLUTION
PEPPERDINE UNIVERSITY SCHOOL OF LAW, Malibu, CA
Mediation in the Red Zone; Raising Settlement Rates Continuing Legal Education 16 hours 2012

CHRYSLER CALIFORNIA LATINO CAUCUS INSTITUTE
Santa Clara, CA
Institutional Leadership Continuing Legal Education 20 hours 2012

SOLANO COUNTY BAR ASSOCIATION: COURT MANAGED MEDIATION TRAINING PROGRAM
Fairfield, CA
Ethical Obligations of Mediators Continuing Legal Education 8 hours 2012

SOLANO COUNTY BAR ASSOCIATION: COURT MANAGED MEDIATION TRAINING PROGRAM
Fairfield, CA
Civil Harassment Mediation Continuing Legal Education 8 hours 2012
SOLANO COUNTY BAR ASSOCIATION: COURT MANAGED MEDIATION TRAINING PROGRAM
Fairfield, CA
Lay Arbitrator Training and Certification Continuing Legal Education 8 hours 2012

CENTER FOR DISPUTE RESOLUTION & SOLANO COUNTY BAR ASSOCIATION COURT MANAGED MEDIATION TRAINING PROGRAM:
Fairfield, CA
Stereotyping, Bias and Prejudice in Conflict Resolution Continuing Legal Education 6 hours 2013

PRACTISING LAW INSTITUTE, San Francisco, CA
California Family Law Basics: Pro Bono Representation in Low-Income Family Law Cases Continuing Legal Education 16 hours 2013

INTERNATIONAL INSTITUTE FOR RESTORATIVE PRACTICE, Fairfield, CA
ASSOCIATION FOR DISPUTE RESOLUTION OF NORTHERN CALIFORNIA
SOLANO COUNTY BAR ASSOCIATION, SOLANO COUNTY COURT MANAGED MEDIATION PROGRAM Fairfield, CA
Facilitator, Restorative Conferences 16 hours 2013

LEE TAFT SOLUTIONS & SOLANO COUNTY BAR ASSOCIATION Fairfield, CA
Apology, Forgiveness and Reconciliation in the Restorative Process
Restorative Practice and Justice Practitioner and Facilitator Continuing Legal Education 16 hours

ASSOCIATION FOR DISPUTE RESOLUTION OF NORTHERN CALIFORNIA
Cultural Humility: Bringing the Latino Community to the Mediation Table Continuing Legal Education 4 hours 2016

JUVENILE COMMUNITY ACCOUNTABILITY PROGRAM – SOLANO COUNTY BAR ASSOCIATION & SOLANO COUNTY PROBATION FAIRFIELD, CA Restorative Justice in the Community 10 hours 2016

SANTA CLARA COUNTY OFFICE OF HUMAN RELATIONS San Jose, CA
Superior Court of California Probate Mediation 8 hours 2016

SANTA CLARA COUNTY OFFICE OF HUMAN RELATIONS San Jose, CA
Superior Court of California Civil Harassment Mediation 8 hours 2016

SANTA CLARA COUNTY OFFICE OF HUMAN RELATIONS San Jose, CA
Dealing with Difficult People – Disorders and Dysfunction in the Community 4 hours 2016

CITY OF SAN JOSE DEPARTMENT OF HOUSING & CITY ATTORNEY OFFICE San Jose, CA
State, County and Local Law Tenant and Landlord Matters 8 hours 2016

SANTA CLARA COUNTY OFFICE OF HUMAN RELATIONS San Jose, CA
Instructor, 40 Hour Mediator Training 40 hours 2017

RELATED SKILLS
Conversant in the Spanish language, knowledgeable of Hispanic and Latino cultures
Microsoft Office Suite Proficient
Project Management Certification
Conflict Resolution Certification
Ombudsman Certification (in progress)
Arbitration Certification (In Progress)

HONORS/AWARDS/MEMBERSHIP
2012, Director, Board of Directors Association for Dispute Resolution of Northern California
2011, Chairman, Finance Committee, Association for Dispute Resolution of Northern California
2011, 2012, Co-Chairman, Diversity and Inclusion Committee, Association for Dispute Resolution of Northern California
2012, Treasurer, Executive Committee, Association for Dispute Resolution of Northern California
2012, 2013, 2014, 2015, Director at Large, Chairman, Government Action Committee, Hispanic Chamber of Commerce of Contra Costa County
2012, 2013, 2014, 2015, Northern California Representative, Procurement Committee, California Hispanic Chamber of Commerce
2013, 2014, 2015, Business Advisory Council, California High Speed Rail Authority


Member, Association for Conflict Resolution
Member, Mediate.com
Member, Association for Dispute Resolution of Northern California, Co-chairman, Diversity and Equity Committee
Member, La Raza Lawyers Association
Member, Hispanic Chamber Of Commerce of Silicon Valley
Member, Hispanic Chamber Of Commerce of Contra Costa
Member, Hispanic Chamber Of Commerce of Alameda County
Member, Solano County Hispanic Chamber of Commerce
Member, California Hispanic Chamber of Commerce
Practitioner, County Of Solano Alternative Dispute Resolution Panel
Practitioner, Contra Costa County Alternative Dispute Resolution Panel
Practitioner, Napa County Alternative Dispute Resolution Panel
Practitioner, Alameda County Alternative Dispute Resolution Panel
Practitioner, Santa Clara County Superior Court Alternative Dispute Resolution Panel
Resolution Advocate, Bankruptcy Dispute Resolution Panel, US Bankruptcy Court, Northern District, California

RECENT PROJECTS
NEIGHBORWORKS AMERICA
NATIONAL FORCLOSURE MITIGATION COUNCIL
NEIGHBORWORKS CENTER FOR HOMEOWNER EDUCATION AND COUNSELING
Washington, DC 2007-Present
Develop curriculum and deliver classroom instruction to participants in various locations across the United States in order to provide participants with specific negotiation/mediation skills for foreclosure mediation, foreclosure intervention and loss mitigation.

THE SUPREME COURT, THE STATE OF NEVADA, Carson City, NV 2009-2010
Developed curriculum and delivered classroom instruction to 105 Supreme Court Justice and Settlement Court Judges in order to provide qualified mediators for The State of Nevada, Foreclosure Mediation Program

THE STATE OF NEVADA, FORECLOSURE MEDIATION PROGRAM, Carson City, NV 2009-2010
Developed curriculum and delivered classroom instruction to 50 judges, attorneys, professors and mediators who are potential instructors in the training of candidate mediators for State of Nevada, Foreclosure Mediation Program

CALIFORNIA HIGH SPEED RAIL AUTHORITY
Proposed Conflict Management Systems and Preventative Alternative Dispute Resolution Program for eminent domain and condemnation process for acquisitions of property, parcel owner vs. California High Speed rail Authority along rail lines
SOLANO COUNTY COMMUNITY JUSTICE RESTORATIVE PROCESS AND JUSTICE CONFERENCING PROGRAM
This program is an alternative way to look at the criminal justice system. Both harm and crime are viewed as an offense against the community, which almost always include the offender and the victim, instead of only, or rather, against the state. Community Justice focuses on repairing the harm to victims, all communities, and offenders that occurs when a crime or harm is committed. This program is utilized and embraced by the judiciary, the District Attorney, the Public Defender, the Probation Department and various school districts in Solano County.

SOLANO COUNTY JUVENILE COMMUNITY ACCOUNTABILITY PROGRAM
The Juvenile Community Accountability Program (JCAP) is a response to crime that allows for active participation by the victim, the community, the offender in the justice process. The primary aim is to provide a meaningful deferral from a beginning in a track in the criminal justice system. It is a values based framework that recognizes justice is best achieved by building, or rebuilding relationships between crime victims, the community and juvenile offenders.
**FORM SUBMISSION SUMMARY: RENT ADJUSTMENT PETITIONS**

*Purpose:* Landlords and Tenants may file a petition for an increase or decrease in the Maximum Allowable Rent by completing the following form and submitting all required proof (RMC 11.100.070(c)). A hearing examiner will closely evaluate a request and the proof provided in accordance with Rent Board rules and regulations. **Total Petitions Submitted:** 63. **Total Petitions Filed by Tenants (Downward Rent Adjustment):** 14. **Filed by Landlords (Downward Rent Adjustment):** 49.

<table>
<thead>
<tr>
<th>#</th>
<th>Date Filed</th>
<th>120 Day Mark from Filing Date</th>
<th>Filed By (Tenant or Landlord)</th>
<th>Reason for Filing (Per online form categories and RMC 11.100.070(g))</th>
<th>Rent Program Enrollment Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>January 31, 2017</td>
<td>May 31, 2017</td>
<td>Landlord</td>
<td>Increase or decrease in property taxes; The pattern of recent rent increases or decreases; Increases or decreases in the number of tenants occupying the rental unit, living space, furniture, furnishings, equipment, or other housing services provided, or occupancy rules.</td>
<td>1/1/17</td>
</tr>
<tr>
<td>2</td>
<td>January 31, 2017</td>
<td>May 31, 2017</td>
<td>Landlord</td>
<td>Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; Capital Improvements</td>
<td>1/1/17</td>
</tr>
<tr>
<td>3</td>
<td>January 31, 2017</td>
<td>May 31, 2017</td>
<td>Landlord</td>
<td>Increase or decrease in property taxes; The pattern of recent rent increases or decreases; Capital Improvements</td>
<td>1/1/17</td>
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<td>May 31, 2017</td>
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<td>Increase or decrease in property taxes; The pattern of recent rent increases or decreases; Capital Improvements</td>
<td>1/1/17</td>
</tr>
<tr>
<td>5</td>
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<td>May 31, 2017</td>
<td>Landlord</td>
<td>Increase or decrease in property taxes; The pattern of recent rent increases or decreases; Capital Improvements</td>
<td>1/1/17</td>
</tr>
<tr>
<td>6</td>
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<td>Landlord</td>
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<td>7</td>
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<td>June 8, 2017</td>
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<td>The pattern of recent rent increases or decreases</td>
<td>2/6/17</td>
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<td>The pattern of recent rent increases or decreases</td>
<td>2/6/17</td>
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<td>June 12, 2017</td>
<td>Landlord</td>
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<td>1/30/17</td>
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<td>June 20, 2017</td>
<td>Landlord</td>
<td>Unavoidable increases or decreases in maintenance or operating expenses; Substantial deteriorations of the controlled rental units other than as a result of normal wear and tear; Capital improvements</td>
<td>2/10/17</td>
</tr>
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<td>13</td>
<td>February 21, 2017</td>
<td>June 21, 2017</td>
<td>Landlord</td>
<td>Unavoidable increases or decreases in maintenance or operating expenses; Substantial deteriorations of the controlled rental units other than as a result of normal wear and tear; Capital improvements</td>
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<td>June 24, 2017</td>
<td>Landlord</td>
<td>Substantial deteriorations of the controlled rental unit other than as a result of normal wear and tear; Capital improvements</td>
<td>7/6/17</td>
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As of: August 16, 2017
<table>
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<th>Filed By (Tenant or Landlord)</th>
<th>Reason for Filing (Per online form categories and RMC 11.100.070(g))</th>
<th>Rent Program Enrollment Date</th>
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<tr>
<td>15</td>
<td>February 26, 2017</td>
<td>June 26, 2017</td>
<td>Landlord</td>
<td>Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent increases or decreases</td>
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<td>16</td>
<td>March 3, 2017</td>
<td>July 1, 2017</td>
<td>Landlord</td>
<td>Substantial deterioration of the controlled rental unit other than a result of normal wear and tear</td>
<td>2/6/17</td>
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<td>Landlord</td>
<td>Substantial deterioration of the controlled rental unit other than a result of normal wear and tear</td>
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<td>2/6/17</td>
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<tr>
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<td>Landlord</td>
<td>Other (not disclosed in order to maintain confidentiality)</td>
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<tr>
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<td>July 18, 2017</td>
<td>Landlord</td>
<td>Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases</td>
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<tr>
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<tr>
<td>27</td>
<td>April 11, 2017</td>
<td>August 9, 2017</td>
<td>Tenant</td>
<td>Substantial deteriorations of the controlled rental unit other than as a result of normal wear and tear; Habitability concerns</td>
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<tr>
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<td>The pattern of recent rent increases or decreases</td>
<td>4/10/17</td>
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<td>August 14, 2017</td>
<td>Landlord</td>
<td>Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases.</td>
<td>2/21/17</td>
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<td>30</td>
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<td>August 14, 2017</td>
<td>Landlord</td>
<td>Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases.</td>
<td>2/21/17</td>
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<td>31</td>
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<td>August 14, 2017</td>
<td>Landlord</td>
<td>Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases.</td>
<td>2/21/17</td>
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<td>32</td>
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<td>August 14, 2017</td>
<td>Landlord</td>
<td>Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases.</td>
<td>2/21/17</td>
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<tr>
<td>33</td>
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<td>August 16, 2017</td>
<td>Landlord (Property Manager)</td>
<td>Capital improvements</td>
<td>1/19/17</td>
</tr>
<tr>
<td>34</td>
<td>April 18, 2017</td>
<td>August 16, 2017</td>
<td>Landlord (Property Manager)</td>
<td>Capital improvements; new front window installed in unit.</td>
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<tr>
<td>35</td>
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<td>August 16, 2017</td>
<td>Landlord (Property Manager)</td>
<td>Capital improvements</td>
<td>1/19/17</td>
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<tr>
<td>36</td>
<td>April 21, 2017</td>
<td>August 19, 2017</td>
<td>Landlord (Property Manager)</td>
<td>Capital improvements</td>
<td>2/27/17</td>
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<td>37</td>
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<td>August 19, 2017</td>
<td>Landlord (Property Manager)</td>
<td>Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases; Substantial deteriorations of the controlled rental unit other than as a result of normal wear and tear; Increases or decreases in the number of tenants occupying the rental unit, living space, furniture, furnishings, equipment, or other housing services provided, or occupancy rules; Capital Improvements.</td>
<td>3/16/17</td>
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<td>August 24, 2017</td>
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<tr>
<td>39</td>
<td>May 3, 2017</td>
<td>August 31, 2017</td>
<td>Tenant</td>
<td>Unavoidable increases or decreases in maintenance or operating expenses; Substantial deteriorations of the controlled rental unit other than as a result of normal wear and tear</td>
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<tr>
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<td>September 7, 2017</td>
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<td>Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases</td>
<td>2/23/17</td>
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<td>41</td>
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<td>Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases</td>
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<tr>
<td>42</td>
<td>May 16, 2017</td>
<td>September 13, 2017</td>
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<td>Failure on the part of the Landlord to provide adequate Housing Services or to comply substantially with applicable housing, health and safety codes;</td>
<td>7/26/17</td>
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<td>September 15, 2017</td>
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<tr>
<td>44</td>
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<td>September 16, 2017</td>
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<td>September 18, 2017</td>
<td>Tenant</td>
<td>Other: Habitability concerns</td>
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<tr>
<td>46</td>
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<td>October 2, 2017</td>
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<td>Increase or decrease in property taxes; unavoidable increases or decreases in maintenance or operating expenses; the pattern of recent rent increases or decreases</td>
<td>2/6/17</td>
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<td>October 5, 2017</td>
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<td>6/7/17</td>
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<td>October 5, 2017</td>
<td>Landlord</td>
<td>Unavoidable increases or decreases in maintenance or operating expenses</td>
<td>6/7/17</td>
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<td>49</td>
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<td>Landlord</td>
<td>Unavoidable increases or decreases in maintenance or operating expenses</td>
<td>6/7/17</td>
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<td>50</td>
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<td>October 7, 2017</td>
<td>Tenant</td>
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<td>Unavoidable increases or decreases in maintenance or operating expenses; Substantial deteriorations of the controlled rental unit other than as a result of normal wear and tear; Failure on the part of the Landlord to provide adequate Housing Services or to comply substantially with applicable housing, health and safety codes</td>
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<td>55</td>
<td>July 12, 2017</td>
<td>November 9, 2017</td>
<td>Landlord</td>
<td>Capital improvements</td>
<td>4/5/17</td>
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<td>November 11, 2017</td>
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<td>November 16, 2017</td>
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<td>Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases</td>
<td>8/10/17</td>
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<td>61</td>
<td>August 6, 2017</td>
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<td>Landlord</td>
<td>Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases</td>
<td>7/31/17</td>
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<td>62</td>
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<td>Landlord</td>
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<td>7/19/17</td>
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<td>63</td>
<td>August 8, 2017</td>
<td>December 6, 2017</td>
<td>Landlord</td>
<td>Increase or decrease in property taxes; Capital improvements</td>
<td>1/5/17</td>
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</tbody>
</table>
FORM SUBMISSION SUMMARY:
EXCESS RENT COMPLAINTS

**Purpose:** In lieu of filing a civil action, a Tenant may file an administrative complaint. A Landlord who demands, accepts, receives, or retains any payment of Rent in excess of the Maximum Allowable Rent shall be liable for damages in the amount by which the payment or payments demanded, accepted, received, or retains exceeds the Maximum Allowable Rent. The rules and regulations adopted by the Board shall provide for final Board action on any complaint for excess Rent within one-hundred twenty (120) days following the date of filing of the complaint (RMC 11.100.100(b)(1-2)).

**Total Excess Rent Complaints Submitted:** 35

<table>
<thead>
<tr>
<th>#</th>
<th>Date Filed</th>
<th>120 Day Deadline for Final Board Action¹</th>
<th>Date Courtesy Compliance</th>
<th>Warning</th>
<th>Violation Letters Mailed</th>
<th>Current Rent/Base Rent</th>
<th>Difference Between Current Rent and Base Rent (per month)</th>
<th>Total Amount of Disputed Rent (Assumes 8 months – January – August 2017)</th>
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<td>June 7, 2017</td>
<td>February 6, 2017</td>
<td>April 6, 2017</td>
<td>April 17, 2017</td>
<td>$1,550 / $1,295</td>
<td>$255</td>
<td>$2,040</td>
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<td>$150</td>
<td>$1,200</td>
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<td>February 6, 2017</td>
<td>April 24, 2017</td>
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<td>$1,506 / $1,333</td>
<td>$173</td>
<td>$1,384</td>
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<td>March 14, 2017</td>
<td>April 6, 2017</td>
<td>April 17, 2017</td>
<td>$1,335 / $950</td>
<td>$385</td>
<td>$3,080</td>
</tr>
<tr>
<td>5</td>
<td>March 2, 2017</td>
<td>June 30, 2017</td>
<td>March 17, 2017</td>
<td>(COMPLIED)</td>
<td></td>
<td>$1,230 / $1,150</td>
<td>$80</td>
<td>$320</td>
</tr>
<tr>
<td>7</td>
<td>March 2, 2017</td>
<td>June 30, 2017</td>
<td>March 7, 2017</td>
<td>April 6, 2017</td>
<td></td>
<td>$1,400 / $950</td>
<td>$450</td>
<td>$3,600</td>
</tr>
<tr>
<td>8</td>
<td>March 2, 2017</td>
<td>June 30, 2017</td>
<td>March 7, 2017</td>
<td>April 6, 2017</td>
<td></td>
<td>$1,400 / $950</td>
<td>$450</td>
<td>$3,600</td>
</tr>
<tr>
<td>9</td>
<td>March 7, 2017</td>
<td>July 5, 2017</td>
<td>February 14, 2017</td>
<td></td>
<td></td>
<td>$600 / $500</td>
<td>$100</td>
<td>$800</td>
</tr>
<tr>
<td>10</td>
<td>March 20, 2017</td>
<td>July 18, 2017</td>
<td>March 14, 2017</td>
<td>April 6, 2017</td>
<td>April 17, 2017</td>
<td>$1,335 / $950</td>
<td>$385</td>
<td>$3,080</td>
</tr>
<tr>
<td>11</td>
<td>March 20, 2017</td>
<td>July 18, 2017</td>
<td>March 14, 2017</td>
<td>April 6, 2017</td>
<td>April 17, 2017</td>
<td>$1,335 / $950</td>
<td>$385</td>
<td>$3,080</td>
</tr>
<tr>
<td>12</td>
<td>March 24, 2017</td>
<td>July 22, 2017</td>
<td>March 8, 2017</td>
<td>April 12, 2017</td>
<td></td>
<td>$700/$500</td>
<td>$200</td>
<td>$1,600</td>
</tr>
<tr>
<td>13</td>
<td>March 27, 2017</td>
<td>July 25, 2017</td>
<td>March 15, 2017</td>
<td></td>
<td></td>
<td>$1,400/$825</td>
<td>$575</td>
<td>$4,600</td>
</tr>
<tr>
<td>14</td>
<td>March 30, 2017</td>
<td>July 28, 2017</td>
<td>February 6, 2017</td>
<td>April 24, 2017</td>
<td></td>
<td>$1,889/$1,834</td>
<td>$55</td>
<td>$440</td>
</tr>
<tr>
<td>15</td>
<td>April 6, 2017</td>
<td>August 4, 2017</td>
<td>February 6, 2017</td>
<td>April 24, 2017</td>
<td></td>
<td>$1,889/$1,834</td>
<td>$55</td>
<td>$440</td>
</tr>
</tbody>
</table>

As of: August 16, 2017
As of: August 16, 2017

It is suspected that this unit is not a Controlled Rental Unit per the definition in Section 11.100.030(d) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

<table>
<thead>
<tr>
<th>#</th>
<th>Date Filed</th>
<th>120 Day Deadline for Final Board Action</th>
<th>Date Courtesy Compliance</th>
<th>Warning</th>
<th>Violation Letters Mailed</th>
<th>Current Rent/Base Rent</th>
<th>Difference Between Current Rent and Base Rent (per month)</th>
<th>Total Amount of Disputed Rent (Assumes 8 months – January – August 2017)</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>April 8, 2017</td>
<td>August 6, 2017</td>
<td>March 7, 2017</td>
<td>April 24, 2017</td>
<td>$2,250/$2,100</td>
<td>$150</td>
<td>$1,200</td>
<td></td>
</tr>
<tr>
<td>17</td>
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<td>August 12, 2017</td>
<td>February 6, 2017</td>
<td>April 24, 2017</td>
<td>$1,804/$1,475</td>
<td>$329</td>
<td>$2,632</td>
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</tr>
<tr>
<td>18</td>
<td>April 15, 2017</td>
<td>August 13, 2017</td>
<td>March 7, 2017</td>
<td>April 24, 2017</td>
<td>$1,395/$1,295</td>
<td>$100</td>
<td>$800</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>April 26, 2017</td>
<td>August 24, 2017</td>
<td>April 18, 2017</td>
<td></td>
<td>$1,100 / $866</td>
<td>$234</td>
<td>$1,872</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>May 1, 2017</td>
<td>August 29, 2017</td>
<td>May 10, 2017</td>
<td></td>
<td>$1,150 / $1,100</td>
<td>$50</td>
<td>$400</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>May 1, 2017</td>
<td>August 29, 2017</td>
<td>May 10, 2017</td>
<td></td>
<td>$1,150 / $1,100</td>
<td>$50</td>
<td>$400</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>May 16, 2017</td>
<td>September 13, 2017</td>
<td>May 18, 2017</td>
<td></td>
<td>$872 / $834</td>
<td>$38</td>
<td>$304</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>June 9, 2017</td>
<td>October 7, 2017</td>
<td>June 12, 2017</td>
<td>June 26, 2017</td>
<td>$1,127.85/$1,075</td>
<td>$52.85</td>
<td>$422.80</td>
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<tr>
<td>24</td>
<td>June 28, 2017</td>
<td>October 26, 2017</td>
<td>August 18, 2017</td>
<td></td>
<td>$1,180/$1,093</td>
<td>$87</td>
<td>$696</td>
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</tr>
<tr>
<td>25</td>
<td>July 3, 2017</td>
<td>October 31, 2017</td>
<td>March 7, 2017</td>
<td>May 4, 2017</td>
<td>$2,000/$1,750</td>
<td>$250</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>July 11, 2017</td>
<td>November 8, 2017</td>
<td>August 18, 2017</td>
<td></td>
<td>$1,300/$1,250</td>
<td>$50</td>
<td>$400</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>July 13, 2017</td>
<td>November 10, 2017</td>
<td>August 18, 2017</td>
<td></td>
<td>$1,395/$1,095</td>
<td>$300</td>
<td>$2,400</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>July 13, 2017</td>
<td>November 10, 2017</td>
<td>August 18, 2017</td>
<td></td>
<td>$1,600/$1,300</td>
<td>$300</td>
<td>$2,400</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>July 18, 2017</td>
<td>November 15, 2017</td>
<td>July 18, 2017 (COMPLIED)</td>
<td></td>
<td>$1,250/$975</td>
<td>$275</td>
<td>$2,200</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>July 18, 2017</td>
<td>November 15, 2017</td>
<td>August 18, 2017</td>
<td></td>
<td>$1,300/$1,250</td>
<td>$50</td>
<td>$400</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>July 19, 2017</td>
<td>November 16, 2017</td>
<td>July 19, 2017 (COMPLIED)</td>
<td></td>
<td>$1,450/$1,000</td>
<td>$350</td>
<td>$2,800</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>July 19, 2017</td>
<td>November 16, 2017</td>
<td>None</td>
<td></td>
<td>$950/$900</td>
<td>$50</td>
<td>$400</td>
<td></td>
</tr>
</tbody>
</table>

1 It is suspected that this unit is not a Controlled Rental Unit per the definition in Section 11.100.030(d) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.
As of: August 16, 2017

### Section 11.100.100(b)(1) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance provides the rules and regulations adopted by the Board shall provide for final Board action on any complaint for excess Rent within one-hundred twenty (120) days following the date of filing of the complaint.

<table>
<thead>
<tr>
<th>#</th>
<th>Date Filed</th>
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</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>July 31, 2017</td>
<td>November 28, 2017</td>
<td>None</td>
<td>$1,115/$1,050</td>
<td>$65</td>
<td>$520</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>August 3, 2017</td>
<td>December 1, 2017</td>
<td>August 18, 2017</td>
<td>$1,700/$1,810</td>
<td>$110</td>
<td>$880</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>August 3, 2017</td>
<td>December 1, 2017</td>
<td>June 20, 2017</td>
<td>$1,236/$1,200</td>
<td>$36</td>
<td>$288</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. Petitions for a rent adjustment.

A. A petition for a rent adjustment shall be scheduled for hearing by the appointed hearing officer within 15 business days of the Rent Board’s staff receipt of the petition and, as to a landlord filed petition, determination that the declaration of the landlord that the Rental Unit meets all the requirements of the Ordinance is true. The hearing examiner shall use best efforts to conduct the hearing on the petition within 45 days thereafter, recognizing, however, that the timeframe may need to be extended for good cause, for example, the need to conduct a current building inspection and/or the need for adequate time for records to be assembled, produced and reviewed by the party opposing the petition. The hearing examiner shall issue a written decision concerning the petition within 30 days of the close of the hearing; the hearing examiner may allow the parties to file letter briefs before the hearing is closed.

B. Any person aggrieved by the decision of the hearing examiner may appeal the decision to the Board by filing an appeal, on a form provided by the Board, within 20 business days from the date the Board sends a notice of the decision to the parties. The Board shall not conduct a de novo hearing on the petition but shall affirm, reverse or modify the decision of the hearing examiner based on the administrative record as set forth in Section 11.100.070 (d)(7), Richmond Municipal Code. The Board shall meet as soon as reasonable in order to consider the appeal and issue a decision. If an appeal is not filed timely in response to the hearing examiner’s decision, that decision is final. If an appeal is timely filed, the Board’s decision is final but subject to judicial review as set forth in Section 11.100.090, Richmond Municipal Code.

2. Administrative complaints for excess rent.

A. A tenant’s administrative complaint under Section 11.100.100 (b), Richmond Municipal Code, shall be scheduled for hearing by the appointing hearing officer within 15 business days of the Rent Board’s staff receipt of the complaint. For the administrative complaints that have been filed prior to June 1, 2017, the 15 business days shall start June 1, 2017. The hearing examiner shall use best efforts to conduct the hearing on the complaint within 30 days thereafter. The hearing examiner shall issue a written decision concerning the complaint within 21 days of the close of the hearing; the hearing examiner may allow the parties to file letter briefs before the hearing is closed.

B. Any person aggrieved by the decision of the hearing examiner may appeal the decision to the Board by filing an appeal, on a form provided by the Board, within 15 business days from the date the Board sends a notice of the decision to the parties. The Board shall not conduct a de novo hearing on the complaint but shall affirm, reverse or modify the decision of the hearing examiner based on the administrative record as compiled by the hearing examiner. The Board shall meet as soon as reasonable in order to consider the appeal and issue a decision. If an appeal is not filed timely in response to the hearing examiner’s decision, that decision is final. If an appeal is timely filed, the Board’s decision is final but subject to judicial review as set forth in Section 11.100.090, Richmond Municipal Code. The Board will have taken final action within 120 days on any administrative complaints for excess rents that were pending as of June 1, 2017 and on all administrative complaints filed on June 1, 2017 and thereafter.
I, the undersigned, hereby certify that the foregoing resolution was duly adopted and passed by the Richmond Rent Board in a special meeting assembled on May 24, 2017, by the following vote:

AYES: Boardmembers Combs, Finlay, Maddock, Vice Chair Gerould, and Chair Gray.

NOES: None.

ABSENT: None.

ABSTENTIONS: None.

MARIAH FAIRLEY
Rent Board Secretary

DAVID GRAY
Chair

Approved as to form:

MICHAEL ROUSH
Rent Board Legal Counsel

State of California }
County of Contra Costa :ss.
City of Richmond }

I certify that the foregoing is a true copy of Regulation 17-02, finally passed and adopted by the Rent Board of the City of Richmond at a regular meeting held on May 24, 2017.

MARIAH FAIRLEY
Rent Board Secretary