

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 23, 2017

Final Decision Date Deadline: August 23, 2017

**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.

## INDICATE APPROPRIATE BODY

- |   |   |  |  |   |
|---|---|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |  |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Regulation  | <input checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> |
| <input checked="" type="checkbox"/> Contract/Agreement                                | <input type="checkbox"/> Rent Board As Whole                                     |  |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |  |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |  |

**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).

AGENDA ITEM NO:

**F-2.**



# AGENDA REPORT

**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

## **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).

## **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](http://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 quene.

### 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 Bard 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.

## ITEM F-2

Date	Action
August 23, 2017	Rent Board approves contract with Carlos J. Alarcon
Week of August 28, 2017	Staff members review petitions and complaints and identify those case files that are complete and ripe for mediation
Early September 2017	Cases are forwarded to Carlos J. Alarcon; first mediation sessions are scheduled
Mid-September 2017	First mediation sessions are conducted

### 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

**ITEM F-2  
ATTACHMENT 1**

**CITY OF RICHMOND RENT BOARD  
STANDARD CONTRACT**

Department: Rent Program	Project Manager: Nicolas Traylor
Project Manager E-mail: Nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6564
Vendor No:                      PR No:	P.O./Contract No:
Description of Services: Provide mediation and hearing examiner services to the Rent Program.	

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,

**ITEM F-2**  
**ATTACHMENT 1**

subject to all the terms and conditions contained or incorporated herein.

**ITEM F-2  
ATTACHMENT 1**

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

CONTRACTOR:

By: \_\_\_\_\_

(\* The Corporation Chairperson of the Board, President or Vice President should sign below)

Title: Executive Director

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Board Clerk

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

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Board Legal Counsel

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



**ITEM F-2  
ATTACHMENT 1**

Special Conditions  
Insurance Provisions

Exhibit E  
Exhibit F

Standard Contract/EJ/TE 9-26-07

CARLOS J. ALARCON

## 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.

CARLOS J. ALARCON

**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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For the Contract between the City of  
Richmond Rent Board and

CARLOS J. ALARCON

**EXHIBIT E**  
**SPECIAL CONDITIONS**

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

For the Contract between the City of  
Richmond Rent Board and

CARLOS J. ALARCON

**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  
cjaralcon@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 INSITIUTE, 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 INSITIUTE, 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 INSITIUTE, 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 INSITIUTE, 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 SOLANO COUNTY BAR  
ASSOCIATION, SOLANO COUNTY COURT MANAGED MEDIATION PROGRAM Fairfield, CA  
*Facilitator, Restorative Confernces 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  
Ombudsperson Certification (in progress)  
Arbitration Certification (In Progress)

#### **HONORS/AWARDS/MEMBERSHIP**

2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 – Appointed as a Resolution Advocate to the  
Bankruptcy Dispute Resolution Program for the United States Bankruptcy Court, Northern District  
of California  
2010, 2011, 2012, 2014, 2015 - Advanced Practitioner, Association for Conflict Resolution

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

2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017- Acknowledged for Distinguished Participation in the Administration of Justice in Solano County - Solano County Bar Association

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.**

#	Date Filed	120 Day Mark from Filing Date	Filed By (Tenant or Landlord)	Reason for Filing (Per online form categories and RMC 11.100.070(g))	Rent Program Enrollment Date
1	January 31, 2017	May 31, 2017	Landlord	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.	1/1/17
2	January 31, 2017	May 31, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; Capital Improvements	1/1/17
3	January 31, 2017	May 31, 2017	Landlord	Increase or decrease in property taxes; The pattern of recent rent increases or decreases; Capital Improvements	1/1/17
4	January 31, 2017	May 31, 2017	Landlord	Increase or decrease in property taxes; The pattern of recent rent increases or decreases; Capital Improvements	1/1/17
5	January 31, 2017	May 31, 2017	Landlord	Increase or decrease in property taxes; The pattern of recent rent increases or decreases; Capital Improvements	1/1/17
6	February 6, 2017	June 6, 2017	Landlord	Other: Rent rollback	2/6/17
7	February 8, 2017	June 8, 2017	Landlord	The pattern of recent rent increases or decreases	2/6/17
8	February 9, 2017	June 9, 2017	Landlord	The pattern of recent rent increases or decreases	2/6/17
9	February 12, 2017	June 12, 2017	Landlord	The pattern of recent rent increases or decreases	1/30/17
10	February 19, 2017	June 19, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increase or decrease.	Not found
11	February 19, 2017	June 19, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases	Not found
12	February 20, 2017	June 20, 2017	Landlord	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	2/10/17
13	February 21, 2017	June 21, 2017	Landlord	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	2/10/17
14	February 24, 2017	June 24, 2017	Landlord	Substantial deteriorations of the controlled rental unit other than as a result of normal wear and tear; Capital improvements	7/6/17

City of Richmond Rent Program  
Summary Rent Adjustment Petitions

#	Date Filed	120 Day Mark from Filing Date	Filed By (Tenant or Landlord)	Reason for Filing (Per online form categories and RMC 11.100.070(g))	Rent Program Enrollment Date
15	February 26, 2017	June 26, 2017	Landlord	Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent increases or decreases	1/30/17
16	March 3, 2017	July 1, 2017	Landlord	Substantial deterioration of the controlled rental unit other than a result of normal wear and tear	2/6/17
17	March 3, 2017	July 1, 2017	Landlord	Substantial deterioration of the controlled rental unit other than a result of normal wear and tear	2/6/17
18	March 3, 2017	July 1, 2017	Landlord	Substantial deterioration of the controlled rental unit other than a result of normal wear and tear	2/6/17
19	March 3, 2017	July 1, 2017	Landlord	Unavoidable increases or decreases in maintenance or operating exp.	2/6/17
20	March 3, 2017	July 1, 2017	Landlord	Unavoidable increases or decreases in maintenance or operating expenses	2/6/17
21	March 3, 2017	July 1, 2017	Tenant	Requesting for relocation payment that haven't been paid in the amount of \$16,000	Not found
22	March 8, 2017	July 6, 2017	Tenant	The pattern of rent increase or decreases; Substantial deterioration of the controlled rental unit other than as a result of normal wear and tear; Capital improvements	1/3/17
23	March 14, 2017	July 12, 2017	Landlord	Increases or decreases in property taxes; The pattern of recent rent increases or decreases	2/21/17
24	March 14, 2017	July 12, 2017	Landlord	Increases or decreases in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases	Not found
25	March 14, 2017	July 12, 2017	Landlord	Other (not disclosed in order to maintain confidentiality)	2/21/17
26	March 20, 2017	July 18, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases	3/20/17

City of Richmond Rent Program  
Summary Rent Adjustment Petitions

#	Date Filed	120 Day Mark from Filing Date	Filed By (Tenant or Landlord)	Reason for Filing (Per online form categories and RMC 11.100.070(g))	Rent Program Enrollment Date
27	April 11, 2017	August 9, 2017	Tenant	Substantial deteriorations of the controlled rental unit other than as a result of normal wear and tear; Habitability concerns	Not found
28	April 12, 2017	August 10, 2017	Landlord	The pattern of recent rent increases or decreases	4/10/17
29	April 16, 2017	August 14, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases.	2/21/17
30	April 16, 2017	August 14, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases.	2/21/17
31	April 16, 2017	August 14, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases.	2/21/17
32	April 16, 2017	August 14, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases.	2/21/17
33	April 18, 2017	August 16, 2017	Landlord (Property Manager)	Capital improvements	1/19/17
34	April 18, 2017	August 16, 2017	Landlord (Property Manager)	Capital improvements; new front window installed in unit.	1/19/17
35	April 18, 2017	August 16, 2017	Landlord (Property Manager)	Capital improvements	1/19/17
36	April 21, 2017	August 19, 2017	Landlord (Property Manager)	Capital improvements	2/27/17
37	April 21, 2017	August 19, 2017	Landlord (Property Manager)	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.	3/16/17
38	April 26, 2017	August 24, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; 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	3/21/17



City of Richmond Rent Program  
Summary Rent Adjustment Petitions

#	Date Filed	120 Day Mark from Filing Date	Filed By (Tenant or Landlord)	Reason for Filing (Per online form categories and RMC 11.100.070(g))	Rent Program Enrollment Date
39	May 3, 2017	August 31, 2017	Tenant	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	Not found
40	May 10, 2017	September 7, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases	2/23/17
41	May 10, 2017	September 7, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases.	2/23/17
42	May 16, 2017	September 13, 2017	Tenant	Failure on the part of the Landlord to provide adequate Housing Services or to comply substantially with applicable housing, health and safety codes;	7/26/17
43	May 18, 2017	September 15, 2017	Tenant	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; Failure on the part of the Landlord to provide adequate Housing Services or to comply substantially with applicable housing, health and safety codes;	Not found
44	May 19, 2017	September 16, 2017	Tenant	Failure on the part of the Landlord to provide adequate Housing Services or to comply substantially with applicable housing, health and safety codes.	1/3/17
45	May 21, 2017	September 18, 2017	Tenant	Other: Habitability concerns	Not found
46	June 4, 2017	October 2, 2017	Landlord	Increase or decrease in property taxes; unavoidable increases or decreases in maintenance or operating expenses; the pattern of recent rent increases or decreases	2/6/17
47	June 7, 2017	October 5, 2017	Landlord	Increase or decrease in property taxes; unavoidable increases or decreases in maintenance or operating expenses; the pattern of recent rent increases or decreases	6/7/17
48	June 7, 2017	October 5, 2017	Landlord	Unavoidable increases or decreases in maintenance or operating expenses	6/7/17
49	June 7, 2017	October 5, 2017	Landlord	Unavoidable increases or decreases in maintenance or operating expenses	6/7/17
50	June 9, 2017	October 7, 2017	Tenant	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	Not found
51	June 20, 2017	October 18, 2017	Tenant	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	Not found

City of Richmond Rent Program  
Summary Rent Adjustment Petitions

#	Date Filed	120 Day Mark from Filing Date	Filed By (Tenant or Landlord)	Reason for Filing (Per online form categories and RMC 11.100.070(g))	Rent Program Enrollment Date
52	June 20, 2017	October 18, 2017	Tenant	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	Not found
53	June 28, 2017	October 26, 2017	Tenant	Decrease in housing services	Not found
54	July 5, 2017	November 2, 2017	Tenant	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; Failure on the part of the Landlord to provide adequate Housing Services or to comply substantially with applicable housing, health and safety codes	Not found
55	July 12, 2017	November 9, 2017	Landlord	Capital improvements	4/5/17
56	July 14, 2017	November 11, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; 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	1/20/17
57	July 19, 2017	November 16, 2017	Tenant	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	Not found
58	July 20, 2017	November 17, 2017	Landlord	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	6/1/17
59	July 23, 2017	November 20, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases	7/19/17
60	July 28, 2017	November 25, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases	8/10/17

City of Richmond Rent Program  
Summary Rent Adjustment Petitions

#	Date Filed	120 Day Mark from Filing Date	Filed By (Tenant or Landlord)	Reason for Filing (Per online form categories and RMC 11.100.070(g))	Rent Program Enrollment Date
61	August 6, 2017	April 8, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases	7/31/17
62	August 8, 2017	December 6, 2017	Landlord	Increase or decrease in property taxes; Unavoidable increases or decreases in maintenance or operating expenses; The pattern of recent rent increases or decreases; Capital improvements	7/19/17
63	August 8, 2017	December 6, 2017	Landlord	Increase or decrease in property taxes; Capital improvements	1/5/17

**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**

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

**ITEM F-2  
ATTACHMENT 4**

#	Date Filed	120 Day Deadline for Final Board Action	Date Courtesy Compliance   Warning   Violation Letters Mailed	Current Rent/Base Rent	Difference Between Current Rent and Base Rent (per month)	Total Amount of Disputed Rent (Assumes 8 months – January – August 2017)
16	April 8, 2017	August 6, 2017	March 7, 2017   April 24, 2017	\$2,250/\$2,100	\$150	\$1,200
17	April 14, 2017	August 12, 2017	February 6, 2017   April 24, 2017	\$1,804/\$1,475	\$329	\$2,632
18	April 15, 2017	August 13, 2017	March 7, 2017   April 24, 2017	\$1,395/\$1,295	\$100	\$800
19	April 26, 2017	August 24, 2017	April 18, 2017	\$1,100 / \$866	\$234	\$1,872
20	May 1, 2017	August 29, 2017	May 10, 2017	\$1,150 / \$1,100	\$50	\$400
21	May 1, 2017	August 29, 2017	May 10, 2017	\$1,150 / \$1,100	\$50	\$400
22	May 16, 2017	September 13, 2017	May 18, 2017	\$872 / \$834	\$38	\$304
23	June 9, 2017	October 7, 2017	June 12, 2017   June 26, 2017	\$1,127.85/\$1,075	\$52.85	\$422.80
24	June 28, 2017	October 26, 2017	August 18, 2017	\$1,180/\$1,093	\$87	\$696
25	July 3, 2017	October 31, 2017	March 7, 2017   May 4, 2017   June 13, 2017	\$2,000/\$1,750	\$250	\$2,000
26	July 11, 2017	November 8, 2017	August 18, 2017	\$1,300/\$1,250	\$50	\$400
27	July 13, 2017	November 10, 2017	August 18, 2017	\$1,395/\$1,095	\$300	\$2,400
28	July 13, 2017	November 10, 2017	August 18, 2017	\$1,600/\$1,300	\$300	\$2,400
29	July 18, 2017	November 15, 2017	July 18, 2017 (COMPLIED)	\$1,250/\$975	\$275	\$2,200
30	July 18, 2017	November 15, 2017	August 18, 2017	\$1,300/\$1,250	\$50	\$400
31	July 19, 2017	November 16, 2017	July 19, 2017 (COMPLIED)	\$1,450/\$1,000	\$350	\$2,800
32 <sup>1</sup>	July 19, 2017	November 16, 2017	None	\$950/\$900	\$50	\$400

<sup>1</sup> 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.

**ITEM F-2  
ATTACHMENT 4**

#	Date Filed	120 Day Deadline for Final Board Action	Date Courtesy Compliance   Warning   Violation Letters Mailed	Current Rent/Base Rent	Difference Between Current Rent and Base Rent (per month)	Total Amount of Disputed Rent (Assumes 8 months – January – August 2017)
33 <sup>1</sup>	July 31, 2017	November 28, 2017	None	\$1,115/\$1,050	\$65	\$520
34	August 3, 2017	December 1, 2017	August 18, 2017	\$1,700/\$1,810	\$110	\$880
35	August 3, 2017	December 1, 2017	June 20, 2017   August 18, 2017	\$1,236/\$1,200	\$36	\$288

<sup>i</sup> 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.

**RICHMOND RENT BOARD REGULATION 17-02**

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