

### **Notice of Confidentiality and Limited Use**

**CONFIDENTIALITY NOTICE:** This communication and its attachments (Exhibits 1-18) contain sensitive information regarding documented life-safety hazards, personal injuries, and protected tenant activity. While submitted for the public record pursuant to Berkeley's administrative process, this information is provided under the **California Tenant Protection Ordinance (B.M.C. 13.79)** and **CIV § 1942.5**.

Any use of this information by the Applicant or their agents to further intimidate, harass, or retaliate against the residents of 2421/2425 Durant Ave will be documented as a separate and willful violation of Berkeley's **Anti-Harassment Ordinance** and may result in additional statutory penalties

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**CC:** zab@berkeleyca.gov, clerk@berkeleyca.gov, rent@berkeleyca.gov, hce@berkeleyca.gov, bdfireprevention@berkeleyca.gov

**Subject:** URGENT: Master Objection & Evidence Record – ZP#2024-0162 (2421/2425 Durant Ave) – Formal Demand for Permit Revocation

### **NOTICE TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD):**

This Master Objection and Evidence Record is being copied to the **Housing Accountability Unit** as formal documentation of the City of Berkeley's **Administrative Bad Faith** regarding project **ZP#2024-0162**. Despite actual notice of criminal safety violations (**HSC § 17995**) and fraudulent unit counts, the City Council voted on February 23, 2026, to affirm discretionary entitlements, triggering the **\$50,000-per-unit fine liability** under the **Housing Accountability Act (Gov. Code § 65589.5)**.

### **FORMAL DEMAND FOR REVOCATION:**

Pursuant to **B.M.C. 23.404.080**, I hereby demand the **immediate revocation** of all permits for Project ZP#2024-0162 based on **material misstatements of fact** and the Applicant's documented statutory ineligibility for demolition under **B.M.C. 23.326.030**.

This project is ineligible for approval due to:

- **B.M.C. 13.79 (Tenant Protection Ordinance):** Documented "lies, threats, and disruption of services" (Exhibits 7 & 8).
- **B.M.C. 23.326.030 (Demolition Ordinance):** Evidence of harassment and safety neglect within the preceding three years (Exhibits 1, 2, & 9).
- **Mandatory Duty (Gov. Code § 815.6):** The City's failure to enforce **25 CCR § 42** (Onsite Manager) despite the 19-unit threshold.

The Applicant currently operates the existing units in a state of "**Demolition by Neglect.**" Granting this permit represents a direct violation of the public interest and a breach of mandatory

safety duties.

**To the City Manager, the Land Use Planning Division, and Building Official:**

I am formally notifying the **Building Official** of material misstatements in the permit application for ZP#2024-0162. Under **B.M.C. 23.404.080**, the Building Official is authorized to suspend or revoke a permit issued in error or on the basis of incorrect, inaccurate, or incomplete information. We demand an immediate Administrative Stay pending a fraud audit.

Following the City Council's denial of the appeal on February 23, 2026, this Master Objection is submitted as a formal record of **Material Fraud** and **Criminal Non-Compliance**. The City is now on notice that affirming this permit while in possession of this evidence constitutes **Administrative Bad Faith** and a **Breach of Mandatory Duty** under Gov. Code § 815.6.

I am a tenant at **2421/2425 Durant Ave**, writing to formally oppose the Use Permit for demolition and the proposed 20-story high-rise development at this site ( Planning Case **ZP#2024-0162** ). This project is ineligible for approval due to the applicant's documented violations of both local and state law:

- **B.M.C. 13.79 (Tenant Protection Ordinance):** Prohibits "lies, threats, or disruption of services" to induce a tenant to move.
- **B.M.C. 23.326.030 (Demolition Ordinance):** Specifically **prohibits demolition** if there is substantial evidence of **harassment**, threatened illegal eviction, or disruption of services during the immediately preceding three years.
- **Housing Accountability Act (Gov. Code § 65589.5):** Under the HAA, if a local agency acts in "**Bad Faith**" to favor a developer while ignoring known health and safety violations, they may be subject to state-mandated fines of **\$50,000 per housing unit**.
- **Housing Crisis Act (Gov. Code § 66300):** This statute (**SB 330**) requires the replacement of all "Protected Units" and enforces strict occupant protections which the applicant has actively bypassed.
- **Mandatory Duty (Gov. Code § 815.6):** The City has a **mandatory duty** to enforce these local ordinances. Failure to act on verified evidence of harassment and life-safety hazards creates immediate municipal liability.

A Use Permit is a **discretionary privilege**, not a right. The applicant currently operates the existing units in a state of "**Demolition by Neglect**," demonstrating a chronic pattern of willful non-compliance and **misdemeanor violations (HSC § 17995)** with lies, threats, or disruption of services . Granting this permit would represent **Administrative Bad Faith** and a direct violation of the public interest.

**1. Statutory Fraud to Evade Public Safety Mandates (25 CCR § 42)**

The Applicant acquired 2421/2425 Durant Ave in 2019 with the documented intent to demolish the complex for high-rise to maximize development profits. Following an initial period of compliance, the Applicant transitioned to a calculated "**Double-Speak**" strategy to eliminate

operational costs through the criminal evasion of **public safety mandates**. For four years, the Applicant has been engaging in a documented, calculated misrepresentation of the property's unit count to circumvent the state mandate for a resident *on-site manager*. While the Applicant has fraudulently claimed a 15-unit count ( **Exhibit 2, 4** ) to stay below the **16-unit legal threshold** defined in **25 CCR § 42**, the City's own records ( **Exhibit 1** ) for project **ZP#2024-0162** explicitly identify the building as containing **19 rent-controlled dwelling units** .

- **Documented Scientist (Intentional Deception):** The Applicant previously acknowledged the building's density by employing a resident manager (Doug). However, upon his departure, the Applicant willfully refused to offer a proper wage commensurate with the 19-unit workload, choosing to leave the position vacant to capture the unpaid salary as profit. ( **Exhibit 4, 5** )
- **The "Double-Speak" Fraud:** When subsequently confronted by tenants ( **Exhibit 4** ) regarding the **16-unit resident manager threshold (25 CCR § 42)**, the Landlord utilized **"Double-Speak"** to intentionally misrepresent the count as "15 units." This was a tactical deception designed to suppress tenant knowledge of their safety rights.
- **Criminal Non-Compliance:** This deliberate shift from compliance to active deception constitutes a **willful violation** of **HSC § 17995**, a **punishable misdemeanor**. While lying to tenants ( **Exhibit 2, 3, 4** ) to avoid the costs of mandated personnel ( **Exhibit 6** ), the Applicant concurrently used the true **19-unit count** in Official ZP#2024-0162 Filings to secure a lucrative 20-story **Density Bonus**. Despite having "Actual Notice" of the 19-unit count, the Applicant has defiantly refused to hire mandated personnel, prioritizing developer profit over human life with the following documented consequences:
- **Substantial Disruption of Housing Services (B.M.C. 13.79.060 & 23.326.030):** The Applicant's intentional discontinuation of resident management is not merely a regulatory oversight; it is a profound disruption of essential housing services.
  - **Loss of the "Human Access Point":** In a 19-unit building, a resident manager provides critical real-time observation, emergency coordination, and a vital sense of security. By eliminating this reachable access point, the Applicant has abandoned their **statutory duty of care** and forced 19 households to live in a state of constant emergency vulnerability ( **Exhibit 10, 14, 15, 17, 18** ).
  - **Illegal Shift of Responsibility:** In the absence of this mandated service, the burden of monitoring fire alarms, gas leaks, and building security has been illegally shifted onto the residents. This reduction in service is a tactical component of the Applicant's **"Demolition by Neglect"** strategy, designed to make the building unmanageable for long-term tenants ( **Exhibit 10, 14, 15, 16, 17, 18** ).
- **Emergency Resource Dependency and Endangerment of Vulnerable Residents:** In the absence of the state-mandated on-site manager, the Applicant has illegally transferred their **non-delegable duty of care** onto private tenants. Vulnerable residents are forced to

rely on overextended 911 and Berkeley Fire Department resources for hazards that would be mitigated by lawful on-site oversight. This "Safety Vacuum" poses a foreseeable and lethal threat to tenants with mobility issues who rely on the immediate managerial support mandated by **(25 CCR § 42) (CIV § 1954)** for emergency evacuation.

- **Substantial Evidence (November 1, 2024) ( Exhibit 15 ):** Residents detected a gas odor emanating from the unit of **Peter T.**, a tenant with documented mobility impairments **FEHA (Gov. Code § 12955)**. In the total absence of on-site management, tenants were forced to act as emergency responders **(CIV § 1927)**: verifying the resident's safety, contacting PG&E, 911, and summoning the **Berkeley Fire Department** resolve a private management failure **(BMC 104.14, BMC 107.7)**. The Fire Department confirmed the leak originated from a degraded gas stove **(CIV § 1941.1)**. This incident proves that the Landlord's willful circumvention of the 16-unit manager threshold has created a permanent, unmanaged risk to life and limb **(CIV § 1954)**.
- **Unmanaged High-Decibel Nuisance and Systemic Fire Safety Failure:** The Landlord's ongoing circumvention of **25 CCR § 42** has created a chronic failure to maintain life-safety equipment.
  - **Substantial Evidence (December 9, 2025) ( Exhibit 14 ):** A communal hallway fire alarm was triggered and **blasted at maximum decibel levels for over nine hours** without management intervention, despite being reported to the Landlord in real-time. Because the Applicant flagrantly refuses to provide the mandated on-site "responsible person", there was no one available to investigate the source of the alarm or silence the system **(25 CCR § 42), (CIV § 1927)**, which is lack of maintenance **(BMC § 19.40.080)** forcing a tenant to physically disable the alarm leaving the building without a functional fire-safety system. The Applicant still hasn't repaired or replaced it **(HSC § 13113.7)**
  - **Consequence of Neglect:** This 9-hour failure forced 19 households to endure a severe noise nuisance and—more dangerously—engineered a "**Crying Wolf**" effect, conditioned residents to disregard future alarms, and compromised the building's emergency response integrity. This is a direct, foreseeable consequence of the Applicant bypassing the **Berkeley Rental Housing Safety Program (RHSP)** for five consecutive years (2019–2024) **( Exhibit 7 )**, and again failing to perform a factual inspection in 2025 **( Exhibit 8 )**.
- **Systemic Neglect and Creation of a Public Nuisance:** The absence of on-site management has resulted in a chronic failure to maintain common areas and points of egress **HSC § 17920.3(a)(15), CIV § 1941.1(7)**.
  - **Documented Nuisance:** Common areas and garbage enclosures are frequently overfilled with refuse, creating a documented public nuisance **Berkeley Municipal Code 12.44** (Nuisance Abatement) and a severe fire hazard by obstructing potential evacuation routes.

- **Health and Safety Violation:** This "Safety Vacuum" directly violates **Berkeley Municipal Code 12.44** (Nuisance Abatement) and attracts vermin, further compromising the habitability of the 19 rent-controlled units **HSC § 17920.3(a) (12), BMC § 11.36.140**. This state of "**Demolition by Neglect**" is a calculated attempt to deteriorate the building's living conditions to facilitate tenant displacement prior to the proposed 20-story development (**B.M.C. 13.79**).
- **Sanitary Failure and Property Loss (July 2024):** The Applicant's failure to provide mandated on-site management resulted in a severe breach of the Implied Warranty of Habitability (**CIV § 1941.1**) and actual property loss.
  - **Infestation and Loss:** In July 2024, a garbage bin positioned directly beneath my window was left unmanaged and overfilled, resulting in a severe fly and maggot infestation. This infestation migrated into my unit, contaminating the kitchen and rendering the facility-provided refrigerator unusable, resulting in the **total loss of all refrigerated food items ( Exhibit 8 )**.
  - **Unmanaged Operational Failure:** This incident occurred during my one-week absence—a window in which a state-mandated on-site manager (**25 CCR § 42**) would have mitigated such a predictable hazard.
  - **Tenant-Led Mitigation:** In the total absence of management, I was forced to personally perform the Landlord's **non-delegable duties** by relocating the hazardous bin to the curbside to prevent further infestation. This "Duty Shift" is a direct result of the Applicant's [willful circumvention of the 16-unit manager threshold](#).
- **Life-Safety Entrapment Hazards and Emergency Access Obstruction:** The Applicant has installed electronic "smart" locks on the majority of dwelling units without the 24/7 on-site emergency management ( **Exhibit 16,17** ) required for buildings of this density (**25 CCR § 42**).
  - **Entrapment Risk:** In the event of a power failure, system malfunction, or fire-induced circuit damage, these electronic locks create a high-risk scenario for **tenant entrapment**. Without a resident manager to facilitate manual overrides or emergency egress, 19 households are subjected to a lethal "Safety Vacuum." **CBC § 1010.1.9.1, BMC § 19.40.080**. Feb 16, 2023 Lockout is an example of Entrapment Risks and the failure of electronic "smart" locks without 24/7 on-site emergency access ( **Exhibit 17** ) and a **breach of habitability (CIV § 1941.1)**, other private tenant had to shoulder the responsibilities of an on-site manager.
  - **First Responder Obstruction:** This configuration violates the intent of **California Fire Code § 506** regarding rapid emergency access. Without an on-site "responsible person" to provide immediate access, the **Berkeley Fire Department** would be forced to perform "destructive entry" during a life-safety

emergency, further delaying life-saving interventions for vulnerable residents.

## 2. Evidence of Willful and Criminal Non-Compliance (HSC § 17995):

The Applicant's deliberate and persistent refusal to provide a resident on-site manager constitutes a **willful violation** of **25 CCR § 42** and is punishable as a **misdemeanor** under California **Health and Safety Code § 17995**. The 'willful' nature of this endangerment—and the Applicant's intentional deception of both the tenants and the City of Berkeley—is substantiated by the following **substantial evidence**:

- **Failure of Emergency Protocol and Resultant Physical Injury:** Since 2022, the Landlord has maintained a management vacancy that left 19 households without emergency oversight ( **Exhibit 5** ). This negligence culminated in a near-fatal incident in **August 4 2024** involving a gas leak from a defective, second-hand stove provided by management as a replacement for a broken one ( **Exhibit 10** ). In the total absence of on-site assistance, I was forced to intervene to secure the gas valve. During this attempt, the structurally unstable stove—left in disrepair with a broken foot—toppled and **struck me in the head**. This life-threatening injury was the direct, foreseeable result of the "Safety Vacuum" engineered by the Landlord.
- **Documented Fraudulent Misrepresentation:** Following this emergency, I personally confronted the owner regarding the lack of (on-site) management while they were unreachable ( **Exhibit 3** ). Despite the **16-unit legal threshold**, the Landlord explicitly claimed via telephone that the building contains only **15 units**. This was a **demonstrably false statement** intended to circumvent statutory safety requirements and exploit my trust in his self-claim "community-oriented" intention.
- **Defiance of Actual Notice:** I subsequently notified the Landlord via text message ( **Exhibit 4** )—including a **screenshot of the relevant code**—stating that even at a 15-unit count, **Civil Code § 1962** requires the conspicuous public display of management contact information . The Landlord's subsequent posting of a remote "call-center" number ( **Exhibit 2** ) was a purely **reactionary and ineffective measure**; this "service" was neither proactively disclosed nor responsive during (or after) the actual life-safety emergency.
- **Intentional Abandonment of the Duty of Care:** The property previously maintained a resident manager ( **Exhibit 5** ). According to communication with the former manager, the position has remained vacant since 2022 after he left because the Landlord **refused to provide proper compensation according to the workload** ( **Exhibit 6** ). This decision to prioritize cost-cutting over resident safety, while being fully aware of the 19-unit count, constitutes an **intentional abandonment** of the statutory duty of care.
- **Coordinated Negligence and Regulatory Fraud:** At the community development meeting on Sept. 24, 2024, the **Developer explicitly confirmed the property contains 19 units**. At that time, I formally expressed concerns regarding the Landlord's misrepresentation of the unit count and the dangerous absence of a resident manager.

- **Actual Notice to Developer:** The Developer was at the community development meeting on Sept. 24, 2024, and was also present at both public hearings for project **ZP#2024-0162** (October 9, 2025, and February 23, 2026) when these specific violations and evidence were presented to the City.
- **Evidence of Collusion:** The Applicant's persistent refusal to comply following these confirmations—and the Developer's failure to mandate corrective action or stay the permit application—proves a **coordinated disregard for tenant safety**. This shared intent to maintain a hazardous living environment constitutes "**Demolition by Neglect**" and a willful violation of the Tenant Protection Ordinance (**B.M.C. 13.79**) to facilitate the proposed high-rise development.

### **3. Systematic Neglect of Life-Safety Equipment ( HSC § 17926 ) and Inspection Fraud:**

The Applicant has engaged in a chronic, five-year bypass (2019–2024) of the [mandatory annual safety checks](#) required by the **Berkeley Rental Housing Safety Program (RHSP)** ( **Exhibit 9** ). Then they contacted again a nonfactual but fraud inspection in 2025 ( **Exhibit 8** ). This systemic neglect has directly resulted in life-threatening system failures, including the **9-hour unaddressed fire alarm** on December 9, 2025 ( **Exhibit 15** ). Furthermore, for five consecutive years, the Applicant maintained a total absence of mandated Carbon Monoxide (CO) detectors—a direct violation of State **HSC § 17926, BMC § 19.40.080**. It was only through the residents' aggressive advocacy and the resulting pressure from the **City Housing Department** that the Applicant was finally compelled to perform these mandatory installations ( **Exhibit 9** ). This history of '**Enforcement-Only Compliance**' proves the Applicant is unfit to manage the complex safety requirements of a 20-story high-rise.

- **Five-Year Systematic Bypass of Life-Safety Mandates (2019–2024):**
  - **Undetected Non-Compliance:** For five consecutive years, the Applicant bypassed all mandatory annual safety checks required by the RHSP. This systemic failure was only discovered in 2024 when a subset of units was randomly selected by the City for audit ( **Exhibit 7** ).
  - **Intentional Omission of CO Detectors:** During this five-year "Safety Vacuum," the Applicant failed to install state-mandated CO detectors (**HSC § 17926**). The tenants were left unknowingly endangered until the 2024 audit exposed the lack of basic life-safety equipment.
  - **Administrative Fraud:** By maintaining a City **Business License** while bypassing these inspections ( **Exhibit 7** ), the Applicant either failed to file or submitted **falsified RHSP certifications**, a history of evading detection that disqualifies the Applicant for a discretionary Use Permit.
- **Failure of Mandatory Inspection Protocols (RHSP) in 2025 and Fraudulent Record:**

- **"Self-Certification" Fraud (June 27, 2025):** In 2025, rather than conducting the required physical inspection of the 19 units, the Landlord attempted to delegate this **non-delegable duty** to tenants via email, asking if they had "anything to check." This allowed the Landlord to falsely certify the building as safe while bypassing smoke and CO alarm verification.
  - **Ongoing Hazard:** This lack of factual inspection directly contributed to the undetected degradation of appliances, leading to the **November 1, 2024 gas leak (Exhibit 15)**, the **August 2024 injury (Exhibit 10)**, and the **December 9, 2025 alarm failure (Exhibit 14)**.
- **Coerced Installation of Mandatory Life-Safety Equipment (HSC § 17926):** For five consecutive years, the Applicant maintained a total absence of mandated Carbon Monoxide (CO) detectors (**Exhibit 9**). Despite being aware of the **State Health and Safety Code § 17926** requirements, the Applicant refused to budge until subjected to aggressive tenant advocacy and multiple interventions by the **City Housing Department**.
  - **Exploitation of Vulnerable Tenants:** The Applicant exploited the perceived vulnerability of the **undergraduate student population** and the **tenant with documented mobility issues**, both of whom expressed fear of retaliation if they confronted management directly.
  - **Exhaustion of Administrative Remedies:** I was compelled to call the City multiple times to trigger the enforcement necessary to secure these basic life-safety devices for all 19 units. This history of "**Compelled Compliance**" proves the Applicant is a bad-faith actor who views resident safety as a negotiable expense rather than a statutory mandate.

#### **4. Creation of Entrapment Hazards and Abandonment of Care:**

The Applicant has installed electronic "smart" locks on the majority of dwelling units while illegally attempting to **delegate mandatory maintenance duties** to the tenants. By explicitly informing residents via email that they are responsible for the expense and labor of maintaining lock batteries—and failing to provide the 24/7 on-site emergency management mandated by **25 CCR § 42**—the Applicant has engineered a lethal **life-safety entrapment hazard**.

- **Substantial Evidence of Operational Failure (Feb. 16, 2023) (Exhibit 17):** Due to the total absence of on-site management, a system-wide failure occurred where tenants were locked out of their units late at night because lock batteries failed. In the absence of a "responsible person" to provide emergency access, private tenants were forced to intervene to assist their neighbors. This "operational mode" prioritizes cost-avoidance over human life and proves the Applicant is unfit to manage a high-density project.
- **Illegal Delegation of Maintenance (CIV § 1941.1):** Under the **Implied Warranty of Habitability**, the landlord is strictly responsible for maintaining building security and "areas under the control of the landlord." Forcing tenants to maintain the power source of their own primary entry locks is a documented **decrease in housing services** and a

violation of the **California Civil Code**.

- **Life-Safety Entrapment Hazard (California Fire Code § 1010):** Under California Fire Code Section 1010, all means of egress must be "readily distinguishable" and operable at all times. Electronic locks that fail due to unmanaged battery maintenance create a foreseeable **entrapment risk** during fires or power outages.
- **Obstruction of First Responders:** Without an on-site manager to provide immediate access, the **Berkeley Fire Department** is forced to perform "destructive entry" during emergencies. This unnecessary delay in life-saving intervention constitutes **Administrative Bad Faith** and a direct threat to the Southside community.

#### **5. Willful Endangerment and Malicious Intimidation & Retaliation (CIV § 1942.5):**

The Applicant's disregard for life-safety reached a critical threshold when they **knowingly** provided a **defective, second-hand stove** - as a replacement - featuring both a documented gas leak and severe structural instability. Since the August 2024 injury (**Exhibit 10**) resulting from this appliance, the Applicant has engaged in a **systematic campaign of retaliation** to punish my advocacy for the building complex's 19 households/tenant units.

- **Retaliatory "Bait-and-Switch" (August 2024):** Following the gas-leak emergency and injury, the Applicant replaced the hazardous unit with yet another series defective stoves, resulting in **factual retaliation & constructive denial of service** for 10 Days in Aug 3 - 13, 2024 (**Exhibit 12**). When I cited **State Health and Safety Codes** and requested a compliant, safe appliance, the Applicant categorically ceased all further replacement or repairs (**Exhibit 13**). This "operational mode" uses the **willful denial of essential services** as a punitive tool, violating the **Implied Warranty of Habitability (CIV § 1941.1)**.
- **The "Call-Center" Shield as a Denial of Service:** The Applicant utilizes a remote "call-center" style management system that exclusively communicates via text and lacks any live, "responsible person" for emergency contact (**Exhibit 2, 3**). This system is used as a **bureaucratic shield** to ignore repair requests and avoid the accountability required of a 19-unit housing provider.
- **Legal Intimidation and Attempted Suppression of Protected Activity:**
  - **The Documented Threat:** When I formally cited the California Civil Code regarding these hazards, the Landlord responded with aggressive legal intimidation, explicitly threatening "**counsel intervention**" via text message to suppress my protected activity (**Exhibit 11**).
  - **Unlawful Retaliation (CIV § 1942.5):** Using the threat of litigation to prevent a tenant from exercising their statutory right to a habitable dwelling is a documented act of **unlawful retaliation (Exhibit 12, 13)**. The Applicant has explicitly targeted me for "standard tenant rights" only after I was forced to cite law to secure them.

- **Malicious Retaliation Against Advocacy (CIV § 1942.5):** My advocacy for more **vulnerable undergraduate tenants** and those **with mobility issues**—who are routinely intimidated by the Applicant’s legal threats—has resulted in a hostile environment where the Applicant refuses to perform basic maintenance as "punishment" for my whistleblowing.
- **Ineligibility for Demolition (B.M.C. 23.326.030):** Pursuant to Berkeley’s Demolition Ordinance, the ZAB is **prohibited** from approving a permit where there is **substantial evidence** of harassment or disruption of services within the preceding three years. The Applicant’s documented legal threats and refusal to fix a leaking stove in response to protected tenant activity constitute a *prima facie* case of harassment.

#### **6. Environmental Harassment and the Suppression of Public Participation:**

The Applicant has utilized "Environmental Harassment"—the intentional maintenance of a hazardous, unsanitary environment, defective appliances with prolonged factual denial service style of repairs—to pressure long-term residents and vulnerable populations into **Constructive Eviction**.

- **Substantial Disruption of Essential Services and Coerced Displacement (B.M.C. 13.79.060):** The Applicant’s intentional discontinuation of on-site management is a tactical component of **Environmental Harassment**. By depriving 19 households of a reachable emergency contact, the Applicant has replaced a sense of security with a state of **unmanaged vulnerability**.
  - **Illegal Shift of Labor:** In the total absence of a resident manager, the Applicant has effectively transferred the factual duties of property management and emergency response onto the long-term residents. Forcing tenants to shoulder these professional responsibilities—such as monitoring fire safety systems (**Exhibit 14**), mitigating gas leaks (**Exhibit 15**), maintain smart lock batteries (**Exhibit 16**), resolve dead smart lock (**Exhibit 17**), take out unattended trash bin in communal area—constitutes a **substantial decrease in housing services**.
  - **Engineering Constructive Eviction:** For long-term residents, particularly those who are unable or unwilling to assume these uncompensated managerial burdens, this "Safety Vacuum" acts as a tool of **Coerced Displacement**. When basic physical safety requires tenants to perform the Landlord's statutory duties, the environment becomes a mechanism for **Constructive Eviction**, forcing residents to consider vacating to find a managed, safe living environment.
- **Tactical "Managed Decay" (B.M.C. 13.79.060):** The persistent refusal to manage refuse, resulting in the documented frequent garbage overflow in communal space as public health hazards (**Exhibit 18**), and in the documented July 2024 maggot infestation, is a form of environmental harassment designed to degrade building habitability until residents vacate, allowing the Applicant to bypass **Berkeley Relocation Assistance** obligations.

- **The "Chilling Effect" through Targeted Intimidation:** The Landlord's use of aggressive legal threats, including "**counsel intervention**" against a resident for citing the **California Civil Code**, has engineered a hostile environment. This retaliation serves as a "warning" to the entire 19-unit complex, signaling that asserting legal rights will be met with litigation rather than repairs.
- **Suppression of Vulnerable Resident Voices:**
  - **The Senior Resident:** A long-term senior resident with **mobility issues** has explicitly expressed fear that any communication with management will lead to retaliation or loss of housing. This resident is now too intimidated to participate in this public hearing.
  - **The Student Population:** Several undergraduate tenants have stated they feel **unsafe participating in public hearings** or reporting life-safety defects after witnessing the Landlord's hostile response to my legitimate safety concerns.
- **Administrative Ineligibility under B.M.C. 23.326.030:** Under Berkeley's Demolition Ordinance, the ZAB is **prohibited** from approving a permit where the Applicant's conduct has **suppressed the protected participation** of the tenant community. By engineering this "Chilling Effect," the Applicant has compromised the integrity of the public hearing process.

### **7. Administrative Bad Faith: Exploitation of High-Density Incentives**

The Applicant is attempting to take predatory financial advantage of state and local high-density development codes while actively violating the basic safety and human rights of the existing 19 households. Granting discretionary rewards and lucrative "Density Bonuses" to an applicant in chronic, criminal non-compliance is a profound breach of the public trust.

- **Unjust Enrichment through Statutory Evasion:** The Applicant's refusal to hire a resident manager is a calculated financial strategy to maximize profit through the **intentional violation of 25 CCR § 42**.
  - **Illegal Cost-Saving:** By circumventing the 16-unit threshold, the Applicant is illegally avoiding the significant costs (**Exhibit 6**) associated with a resident manager's salary and/or the provision of a rent-free unit for four years.
  - **The "Double Subsidy":** The Applicant is essentially receiving a "double subsidy" from the City: first, by illegally retaining the funds that should be used for on-site safety management, and second, by being awarded lucrative **High-Density Bonuses** for a project they have proven unfit to manage safely.
  - **Predatory Business Model:** This "operational mode"—profiting from the absence of mandated safety personnel while shifting the resulting emergency

burdens onto the **Berkeley Fire Department** and private tenants—constitutes **Administrative Bad Faith** and a direct violation of the public interest.

- **Strategic Evasion of Public Safety and Misuse of Incentives:** As documented in Segments 1 through 6, the Applicant has willfully refused to provide the mandated on-site manager (**25 CCR § 42**) and bypassed five years of **RHSP checks (Exhibit 7, 8)**, resulting in the **November 2024 gas leak (Exhibit 15)** and the **December 2025 fire safety failure (Exhibit 14)**. By awarding "High-Density Bonuses" while these life-safety violations remain uncured, the City is effectively subsidizing a developer with a documented track record of endangering the Southside community.
- **SB 330 "Bad Faith" Liability (Gov. Code § 65589.5):** Under the **Housing Crisis Act**, local agencies that act in "bad faith" to favor non-compliant developers while ignoring verified safety and tenant-protection violations are subject to state-mandated fines of **\$50,000 per housing unit**.
- **Waiver of Municipal Immunity:** The City is hereby put on notice: proceeding with discretionary entitlements for **ZP#2024-0162** while the applicant remains in active criminal non-compliance (**HSC § 17995**) constitutes **Administrative Bad Faith** and a documented waiver of municipal immunity under **Gov. Code § 815.6**.

#### **8: Statutory Ineligibility under B.M.C. 23.326.030**

Pursuant to Berkeley Municipal Code 23.326.030, a demolition permit **must be denied** if there is **substantial evidence** of any of the following **within the preceding three years**. The Applicant's conduct at 2421/2425 Durant Ave. meets all four criteria:

- **1. LIES (Fraudulent Misrepresentation and Administrative Deception):**
  - **Unit Count Fraud:** The Applicant has engaged in a documented, multi-year fraud regarding the property's unit count. By claiming **15 units (Exhibit 2,5)** to avoid the state-mandated on-site manager requirement while City records confirm **19 units**, the Applicant has intentionally misled both tenants and the City to bypass **25 CCR § 42** and **HSC § 17995**.
  - **Five-Year Systematic Inspection Evasion (2019–2024) (Exhibit 7):** It is a matter of public record that the Applicant bypassed **five consecutive years** of mandatory annual safety checks required by the Berkeley Rental Housing Safety Program (RHSP). To maintain a valid business license during this period, the Applicant would have had to submit **falsified certifications** to the City, claiming safety compliance while leaving 19 households without functional Carbon Monoxide detectors or verified smoke alarms.
  - **2025 Administrative Fraud (Exhibit 8):** Following the discovery of the five-year gap via a random City audit in 2024, the Applicant attempted to commit further **Inspection Fraud** in 2025. Rather than performing the required physical

verification, the Landlord attempted to delegate this **non-delegable duty** to tenants via email, asking them if they "had anything to check."

- **2. HARASSMENT (Environmental & Physical - "Managed Decay"):**

- **Tactical Environmental Harassment:** The Applicant has utilized "Managed Decay" (**Exhibit 18**)—including chronic refuse overflows and the documented **July 2024 maggot infestation**—to degrade building habitability. This neglect is designed to coerce tenants into vacating to bypass Berkeley Relocation Assistance obligations.
- **Systemic Eradication of "Quiet Enjoyment":** In a high-density 19-unit complex, the lack of on-site management has resulted in frequent, unmitigated off-hours noise and disturbances. By removing the mandated "Human Access Point" responsible for enforcing building rules, the Applicant has intentionally destroyed the residents' Covenant of Quiet Enjoyment.
- **The "Lawless" Environment:** Forcing tenants to live in an unmanaged, high-decibel environment without a reachable authority is a form of **Environmental Harassment**. This intentional degradation of the living experience serves as a tool of **Constructive Eviction**, pressuring long-term residents to abandon their rent-controlled homes due to the engineered lack of order and safety.

- **3. THREATS and FACTUAL RETALIATION (CIV § 1942.5):**

- **The Documented Threat:** When I formally cited the California Civil Code regarding life-safety hazards, the Landlord responded with aggressive legal intimidation, explicitly threatening "**counsel intervention**" via text message to suppress my advocacy (**Exhibit 11**).
- **The Execution of Retaliation:** Immediately following this threat, the Applicant transitioned to active, factual retaliation by **bait and switch of constructive denial of service to categorically refusing (Exhibit 12) to replace or repair essential appliances** (the leaking, defective stove) (**Exhibit 13**).
- **Legal Presumption:** This refusal is a punitive measure taken within the **180-day presumptive period of retaliation** defined by California Civil Code § 1942.5. The Landlord has willfully created a hazardous living environment as a direct "punishment" for my protected activity of reporting code violations.

- **4. DISRUPTION OF SERVICES (Discontinuation of Mandated Management):**

- **Discontinuation of On-Site Manager:** The Applicant's intentional removal of the mandated resident manager, a legally required safety service (**25 CCR § 42**), is a **substantial disruption of housing services**. By eliminating this "**Human**

**Access Point,"** the Applicant has abandoned their **statutory duty of care** and forced 19 units of residents to live in a state of constant emergency vulnerability and to assume the labor of property management including but not limited to during the **December 2025 9-hour fire alarm ( Exhibit 14 )**, **November 2024 gas leaks ( Exhibit 15 )**, **February electric smart lock lockouts ( Exhibit 17 )**.

- **Tactical De-servicing:** This disruption was not an oversight, but a tactical decision to make the building unmanageable and unsafe for long-term tenants. Under **B.M.C. 23.326.030**, the City is **statutorily prohibited** from approving a demolition permit where such a disruption of service has occurred within the preceding three years.

The City of Berkeley is hereby on notice of material misstatements regarding unit counts and safety compliance. Pursuant to **B.M.C. 23.404.080**, the **Building Official** has the mandatory duty to suspend or revoke any permit obtained via false, inaccurate, or incomplete information. Affirming this permit while in possession of the attached evidence (**Exhibits 1-18**) constitutes an abuse of discretion.

Furthermore, the City of Berkeley is hereby placed on notice that failure to act on this documented evidence of fraud and life-safety endangerment constitutes **Administrative Bad Faith** and an intentional waiver of municipal immunity under **Gov. Code § 815.6**. The City now bears the sole legal and financial liability for any subsequent injury or loss of life resulting from the 'Safety Vacuum' and habitual neglect documented in **Exhibits 1-18**.

**Conclusion: A Mandate for Denial Based on Documented Fraud and Predatory Intent**

The evidence presented in this **Master Objection** confirms that the Applicant has engineered a calculated "**Safety Vacuum**" at 2421/2425 Durant Ave as a core business strategy. This is not an isolated case of administrative oversight; it is a **documented "operational mode"** deployed by an Applicant who manages over 200 units in Berkeley and similar student-focused portfolios in Boston and New Jersey. By utilizing a remote, text-only "call-center" to shield themselves from accountability, the Applicant has successfully prioritized **unjust enrichment** over the basic human rights and physical safety of 19 households. Moreover, the Applicant has been actively engaging in **Criminal Non-Compliance (HSC § 17995)** for fours by refusing to hire mandated on-site resident manager (**25 CCR § 42**), **disruption of services** to achieve **demolition by neglect**. Furthermore, the Applicant has a history of realty consumer fraud, administrative and certification fraud, fraudulence in implementing safety mandates, violations of Housing and Fire codes, and documented threat and retaliation against tenants who asserting their rights, which amounts to **environmental harassment** and **constructive eviction**.

- **Statutory Ineligibility (B.M.C. 23.326.030):** The City of Berkeley is **statutorily prohibited** from approving a demolition permit where there is substantial evidence of lies, harassment, threats, and disruption of services. The Applicant's documented fraud regarding the 19-unit count, the five-year bypass of [mandatory safety checks](#), and the **retaliatory refusal to repair gas-leaking appliances** constitute a *prima facie* case of ineligibility.

- **Administrative Bad Faith and Liability:** Proceeding with discretionary entitlements for an Applicant in active, criminal non-compliance (**HSC § 17995**) represents **Administrative Bad Faith** and a documented waiver of municipal immunity under **Gov. Code § 815.6**. To award lucrative "High-Density Bonuses" to a developer who forces a senior resident with mobility issues to personally mitigate gas leaks is a profound breach of the public trust.
- **A Call for Public Safety:** Residents foremost assert their fundamental right to a habitable and safe environment. The Applicant has proven they will only comply with safety mandates—such as the installation of **Carbon Monoxide detectors**—when coerced by City intervention. They cannot be trusted to manage the complex life-safety requirements of a 20-story high-rise.

In light of the **substantial evidence** of fraud, harassment, and criminal non-compliance presented in this **Master Objection and Evidence Record**, and notwithstanding the Council's February 23 decision, we formally demand the following immediate administrative and enforcement actions:

- **1. Immediate Suspension and Revocation of Use Permit (B.M.C. 23.404.080):**  
We demand that the Building Official and Planning Department immediately **suspend and initiate revocation proceedings** for Use Permit **ZP#2024-0162**. This request is based on **material misrepresentation and fraud** regarding the property's unit count used to evade state safety mandates (**25 CCR § 42**). Pursuant to **B.M.C. 23.326.030**, the City is **statutorily prohibited** from allowing a demolition to proceed when such evidence of lies, fraud, and disruption of services exists.
- **2. Stay of All Construction and Demolition Activity:**  
We request an immediate stay on the issuance of any building or demolition permits until **Housing Code Enforcement (HCE)** conducts a comprehensive on-site audit to verify the **19-unit count** and confirms the Applicant has cured the ongoing **criminal misdemeanor violation (HSC § 17995)** by hiring a state-mandated resident manager.
- **3. Referral for Criminal Prosecution (HSC § 17995):**  
We demand the City Attorney refer the Applicant to the **Alameda County District Attorney** for the willful failure to provide an on-site manager—a violation that resulted in a documented physical head injury in August 2024 and unmanaged gas leaks in November 2024.
- **4. Issuance of Formal Notice of Violation (RHSP):**  
We demand that the **Rental Housing Safety Program** issue an immediate Notice of Violation for the documented **2025 Inspection Fraud** and the five-year bypass of mandatory safety checks (2019–2024).
- **5. Administrative Determination of Harassment and Retaliation (CIV § 1942.5):**  
We demand a formal determination by the City regarding the Applicant's **retaliatory refusal to repair essential appliances** following protected tenant activity. This conduct constitutes a prima facie case of harassment, rendering the project ineligible for demolition under Berkeley's municipal code.

**Respectfully submitted,**

**Bonnie Zhu**  
**Tenant, 2421/2425 Durant Ave.**