Pamela C. Jackson, Inc
Attn: Jackson, Pamela C
409 Boyd Street
Vacaville, CA 95688

Diane Ohlsson
1204 Stannage Avenue
Berkeley, CA 94706____

Superior Court of California, County of Alameda
Hayward Hall of Justice

Breckenridge Property Fund 2018, LLC Plaintiff/Petitioner(s) VS. Ohlsson Defendant/Respondent(s) (Abbreviated Title)	No. RG19043284 Order Motion Re: Entry of Judgment Granted

The Motion Re: Entry of Judgment filed for Breckenridge Property Fund 2016, LLC was set for hearing on 07/14/2021 at 01:30 PM in Department 511 before the Honorable Patrick R. McKinney. The Tentative Ruling was published and was contested.

The matter was argued and submitted, and good cause appearing therefore,

IT IS HEREBY ORDERED THAT:

IT IS ORDERED that the Plaintiff's Application to Enter Judgment is granted.

This action alleges unlawful detainer following the purchase of the property located at 1204 Stannage Avenue in Berkeley (the "Property") by Plaintiff in October 2019 after a foreclosure by Defendant's former lender. Plaintiff served Defendant with a three-day notice to quit on November 5, 2019, and filed this lawsuit on November 14, 2019.

On March 24, 2020, the Alameda County Board of Supervisors enacted a countywide eviction moratorium ordinance, which is subject to limited exceptions. The relevant provision of the ordinance states, "No Landlord or Lender may evict a Resident, or otherwise require a Resident to vacate a Residential Unit, or retaliate against a Resident, while this section is in effect." (Alameda County Ordinance Code § 6.120.030(B).)

The ordinance defines "Landlord" as an "owner, lessor, or sublessor who receives or is entitled to receive rent for the use/and or occupancy of any Residential Unit by a Tenant, and the agent, representative or successor of any of the foregoing." "'Lender' means the mortgagee of a purchase money or similar mortgage . . . which person has the right to mortgage or similar payments from the Homeowner as mortgagor, including a loan servicer, and the agent, representative, or successor of any of the foregoing." "'Resident' shall mean a Tenant, Homeowner or their Household." "'Residential Unit' means a structure . . .or the portion thereof that is used as a home, residence, or sleeping place by [a person or household] . . . and which person or household pays rent to a Landlord or mortgage payments to a Lender for the use and/or occupancy . . . ." "'Homeowner' means the owner or owners of a Residential Unit subject to a mortgage or similar loan secured by the residential unit [sic]." "'Tenant'

means a residential tenant, subtenant, lessee, sublessee, or any other person entitled by written or oral rental agreement, or by sufferance, to use or occupancy of a Residential Unit." (Ordinance Code §6.12.020, Definitions.) The Board of Supervisors amended the ordinance on June 30, 2020, extending the moratorium until 60 days after the end of the local health emergency, or 60 days after December 31, 2020, whichever is later.

On September 16, 2020, the court granted Plaintiff's summary judgment motion but stayed entry of judgment. On April 6, 2021, Plaintiff applied for entry of judgment and issuance of a writ of possession. Plaintiff argued that the eviction moratorium does not apply to this action because it does not involve a Landlord and Tenant, and Defendant does not otherwise meet the definition of a party protected by the ordinance.

After a series of continuances necessitated by Defendant's filing of a Notice of Removal, the application came on for hearing on July 14, 2021, Hon. Patrick R. McKinney, II, presiding. Plaintiff appeared by and through counsel, Pamela C. Jackson. Defendant Ohlsson appeared in propria persona. The court heard argument and took Plaintiff's application under submission.

After consideration of the record and the parties' arguments, the court agrees with Plaintiff that the County Board of Supervisors did not include former borrowers among the parties protected by the ordinance. As a bona fide purchaser for value, Plaintiff is neither a "Landlord" nor a "Lender" under subsection (B) of section 6.120.030. While the ordinance applies to a lender attempting to foreclose against a homeowner during the moratorium period, the foreclosure here occurred before the moratorium, and does not apply to an action by a subsequent purchaser against Defendant.

For these reasons, the court grants Plaintiff's application and finds that Plaintiff is entitled to recover possession of the Property located at 1204 Stannage Avenue, Berkeley, Alameda County. The judgment of possession shall apply to all occupants, and a writ of possession shall issue immediately.

The court will sign Plaintiff's proposed judgment.

Dated: 07/20/2021

facsimile

Judge Patrick R. McKinney

Superior Court of California, County of Alameda
Hayward Hall of Justice

Case Number: RG19043284
Order After Hearing Re: of 07/20/2021

DECLARATION OF SERVICE BY MAIL

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, addressed as shown on the foregoing document or on the attached, and that the mailing of the foregoing and execution of this certificate occurred at 24405 Amador Street, Hayward, California.

Executed on 07/21/2021.

Chad Finke Executive Officer / Clerk of the Superior Court

By _____

Deputy Clerk