

#32

El Dorado County Sheriff's Office

300 Fair Lane
Placerville, CA 95667

CA00900

Phone 530-621-5655
Fax 530-626-8163

Case Number
EG1705409

Date
06/25/17

Deputy
ISHMAEL B

Primary Narrative

VACATION HOME RENTAL
CASE NARRATIVE

Synopsis: VHR Ord.

Date, Time, Location of Occurrence:

~~6/24/17~~

0114 Hours

1240 Pine Valley Road, South Lake Tahoe

Date and Time R/P Contacted, R/P's Report of Violation:

R/P did not want contact but relayed to dispatch that there was a loud party and people were outside yelling but did know the exact location.

Time of Deputy Arrival and Deputy Observations Upon Arrival:

Deputies arrived on scene at 0152 hours and I observed a majority of the lights on inside and outside the residence. I also heard loud voices coming from inside the residence from approximately 1 house over at the street.

Statements or Evidence:

I contacted a subject at the front door of the residence and asked if he owned the house. The subject stated they were renting the house. I asked for the subject who rented the house and [REDACTED] came to the front door. [REDACTED] stated he rented the house and had the signed rental agreement. I reviewed the agreement and notice it had a maximum vehicles of 3 but I observed 4 in the driveway. I asked [REDACTED] if he understood that he was only supposed to have 3 vehicles and he offered to move the other vehicle. Due to the subjects drinking I advised them to wait until the morning.

I explained that we were there due to noise complaints and the subjects agreed to stay inside the residence and close the windows so their noise did not pollute the neighborhood.

~~Other VHR-Related Violations Observed or Noted: None~~

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CA00900

Phone 530-621-5655
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Permit Posted as Required(next to front door): Yes Permit #2160, expired 1/31/17
Number of Vehicles Parked On Site: 4, only 3 allowed
Number or Occupancy: 8, 8 allowed

Date, Time, Local Contact or Responsible was Notified, Number Telephoned:

6/24/17

0204 Hours

Lake Tahoe Accommodations

I attempted to contact Lake Tahoe Accommodations but the number went to an automated answering service. I selected the option for a representative but it rang for approximately 1 minute before I cancelled the call.

530-544-3534

Did Local Contact Arrive to the Residence within the 1 hour Requirement:

Yes:

No: No

Actions Taken: Verbally counselled, forward to Dep. Almos for follow up.

Deputies Involved:

Dep. Ishmael

Dep. Scholtz

Approved by : SGT SELIGSOHN M Date : 06/25/2017 06:52 PM

El Dorado County Sheriff's Office

300 Fair Lane
Placerville, CA 95667

CA00900
Phone 530-621-5655
Fax 530-626-8163

Case Number
EG1706139

Date
07/16/17

Deputy
ISHMAEL B

Primary Narrative

VACATION HOME RENTAL
CASE NARRATIVE

Synopsis: VHR Hot Tub Party

Date, Time, Location of Occurrence:

7/16/17
0338 hours
1845 Susquehana Drive, South Lake Tahoe

Date and Time R/P Contacted, R/P's Report of Violation:

I attempted to contact the R/P via telephone but it went straight to voicemail.

Time of Deputy Arrival and Deputy Observations Upon Arrival:

I arrived on scene at 0415 hours. I observed only the front light on to the residence and no noise emanating from it.

Statements or Evidence:

I contacted ██████████, who relayed to me the rental signer was currently too intoxicated and passed out. Oleksandr attempted to wake him but said he couldn't get up. I advised Oleksandr that we were there due to subjects being in the hot tub after 2200 hours. ██████████ stated that about 30 minutes prior the neighbor asked them to quiet down and to get out of the hot tub and everyone went inside to bed. ██████████ advised the rental signer was either ██████████ or ██████████ but he did not know their last names.

I was not able to locate the permit posted on the interior of the front door of the residence but dispatch had put Tahoe Keys Resorts into the call narrative. I called the phone number dispatch provided and left a voice mail in regards to the residence.

Other VHR Related Violations Observed or Noted:

Permit Posted as Required(next to front door): No
Number of Vehicles Parked On Site: 3
Number or Occupancy: 7

El Dorado County Sheriff's Office

300 Fair Lane
Placerville, CA 95667

CA00900
Phone 530-621-5655
Fax 530-626-8163

Date, Time, Local Contact or Responsible was Notified, Number Telephoned:

7/16/17

0424 hours

Tahoe Keys Resort, (530) 544-5397

Did Local Contact Arrive to the Residence within the 1 hour Requirement:

Yes:

No: No, voicemail left

Actions Taken: Advised, subjects were already inside and asleep.

Deputies Involved:

Dep. Ishmael

Dep. Scholtz

Approved by : SGT SELIGSOHN M Date : 07/17/2017 09:41 AM

1 LAW OFFICE OF WILLIAM M. WRIGHT
2 WILLIAM M. WRIGHT (SBN 095651)
3 2828 Easy Street, Suite 3
4 Placerville, CA 95667
5 (530) 344-8096

6 ADMINISTRATIVE HEARING

7 COUNTY OF EL DORADO

8 DECISION OF THE ADMINISTRATIVE HEARING OFFICER
9

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11
12 C. L. RAFFETY,
13 EL DORADO COUNTY TAX COLLECTOR,

14 Petitioner,

15 vs.

16 KAREN A. MCCAIVITT

17 Respondent
18
19
20

Case No.: 17-120, VHR # 2160

1240 Pine Valley Road, South Lake Tahoe

DECISION AND ORDER OF THE
ADMINISTRATIVE HEARING OFFICER

21
22 On December 15, 2017, an administrative hearing was held pursuant to Chapter 5.56 of
23 the El Dorado County Code pertaining to alleged violations of El Dorado County Ordinance
24 Code at the above vacation home rental.

25 Joshua Priou and Jimmie Mooris from the property manager, Lake Tahoe
26 Accommodations, were present representing the owners of the property. Karen Coleman and
27 Pam Chavis were present representing the Tax Collector's Office. William M. Wright served as

1 the hearing officer.

2 Two violations were included in the Amended Notice of Violation by the Tax Collector:

3 1. Noise – Section 5.56.090(A)(3)(4).

4 On June 25, 2017 the Sheriff's Department received a complaint concerning excessive
5 noise at the above residence and a deputy was dispatched to investigate and arrived at the unit at
6 1:52 a.m. Positioned one house over, the deputy could hear loud voices coming from the above
7 residence. There was little dispute that loud noises were coming from the residence. The only
8 issue was whether the owner, through her agent, Lake Tahoe Accommodations, used best efforts
9 to prevent the noise in accordance with the ordinance. Through their testimony and the
10 declaration submitted, Lake Tahoe Accommodations explained the vetting and education process
11 they use for their guests. These procedures all appear to be adequate and demonstrate best
12 efforts in vetting and educating the guests. However, the best efforts are almost entirely centered
13 on obtaining a signature to acknowledge certain use restrictions at the residence. There was no
14 evidence of any effort to monitor the residence once the guests have checked into the residence
15 and there was no system in place to check on the guests once they were situated. In this instance,
16 the cars parked in the driveway exceeded the number allowable parked cars at the residence.
17 The relatively simple effort of driving by the residence periodically might have alerted Lake
18 Tahoe Accommodations of this violation and might have provided them with information
19 concerning potential issues at the residence. Because the guests were too intoxicated to drive,
20 the Sheriff advised them that they should not move the cars. Apparently this was the only reason
21 this was not listed as a violation. In addition, when the Sheriff or a neighbor attempt to call the
22 local contact after hours in order to lodge a complaint or to request the contract to respond to the
23 residence, they are sent to a recorded message that starts with telling them how to contact
24 housekeeping. Best efforts suggest that the number on the permit that is relied on by the Sheriff
25 or a neighbor to address a noise complaint should be a direct line. Lake Tahoe Accommodations
26 argued that the Sheriff has a duty to make a greater effort to contact them or to stay on the line to
27 get through the menu on the recording. We disagree. Best efforts require the owner to make
sure the Sheriff or a complaining party reaches the designated contact immediately, not a
recorded message listing various options to accommodate the guests of the business. In this
instance the Sheriff Deputy expressed his understandable frustration with having to wait to reach
a person. He eventually gave up trying. Although there was some question as to whether the

1 deputy called the correct number, there was no dispute over the fact that the correct number
2 requires the deputy or a complaining neighbor to sort through a menu primarily designed to
3 accommodate guests. We sustain this allegation.

4 2. Expired Permit Posted – Section 5.56.090(A)(7) and Section 5.56.100.

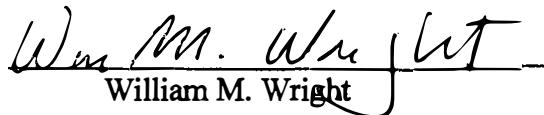
5 The Sheriff's report stated that the permit was visible, but that it was an expired permit.
6 Josh Priou testified that when he went to the residence the current permit was posted. The
7 deputy did not testify in this case and the Sheriff's report does not elaborate on this issue.

8 Without further testimony from the deputy, it is difficult to determine whether the current permit
9 was posted. Absent further testimony or evidence on this issue and in light of the fact that the
10 permit was in fact posted and contained all of the relevant information for the guests (except
11 possibly the dates of the permit), we do not sustain this allegation.

12 In summary, we find there was as a noise violation under Sections 5.56.090(A)(3) and
13 (4). This is the first violation at this residence. In accordance with Section 5.56.140, the first
14 violation is a warning.

15 Pursuant to Section 5.56.150 of the County Code, this decision may be appealed to the
16 Board of Supervisors within sixty (60) calendar days of the mailing of this decision. If the owner
17 does not appeal the decision within the sixty days, the decision of the hearing officer shall be
18 final.

19 Date: December 27, 2017

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William M. Wright

1 **DECLARATION OF PROOF OF SERVICE**

2 I, William M. Wright, declare:

3 I am a citizen of the United States and am employed in the County of El Dorado. I am over the age of eighteen
4 (18) years and not a party to the within-entitled action. My business address is 2828 Easy Street, Suite 3, Placerville,
5 California 95667.

6 I served the within document(s):

7 **DECISION AND ORDER OF ADMINISTRATIVE HEARING OFFICER**
8 **ALLEGED VIOLATION OF VACATION HOME RENTAL ORDINANCE**

9 X by mail on the following party(ies) in said action, in accordance with Code of Civil Procedure section 1013(a),
10 by placing a true copy thereof enclosed in sealed envelopes and placing it in a designated area for outgoing
11 mail, addressed as set forth below. I am readily familiar with the practice of this office with respect to collection
12 and processing of documents for mailing. On the same day that correspondence is placed for collection and
13 mailing at Placerville, California, it is deposited in the ordinary course of business with the United States Postal
14 Service in a sealed envelope with postage fully prepaid.

13 EL DORADO COUNTY TAX COLLECTOR
14 ATTN: KAREN COLEMAN
15 360 FAIR LANE
16 PLACERVILLE, CA 95667

16 KAREN MCCAIVITT
17 333 RUTHERFORD AVENUE
18 REDWOOD CITY, CA 94061

18 JOSHUA PRIOU
19 LAKE TAHOE ACCOMODATIONS
20 2048 DUNLAP DR., STE 4
21 SOUTH LAKE TAHOE, CA 96150

21 I declare under penalty of perjury that the foregoing is true and correct. Executed on DECEMBER 27, 2017,
22 at Placerville, California.

23 
24 WILLIAM M. WRIGHT
25
26
27
28

CONFIDENTIAL

Page 1

Resrvn #:285319 Resrvn Date: 4/24/17 Unit ID: CO H-840
Renter #:161513 Change Date: Unit Adr: 1240 PINE VALLEY RD
Chng Number: Unit Phn: (530) 577-2971

Check in at: Mail payment to:
LAKE TAHOE ACCOMMODATIONS LAKE TAHOE ACCOM
2048 DUNLAP DRIVE, #4 2048 DUNLAP DRIVE, #4
SOUTH LAKE TAHOE, CA 96150 S LAKE TAHOE, CA 96150
(530) 544-3234 (877) 498-3233
(530) 542-1860 (FAX)

Date In: 6/23/17 FRI
Date Out: 6/25/17 SUN
Nr. Nights: 2
Nr. Occupants: 8
Max Unit Occupancy: 8
GstNam: MOUAVANGSOU
of keys given _____
of keys returned _____
\$20 CHARGE FOR EACH
KEY NOT RETURNED.
Lock Box Combo _____
Smoking NOT allowed
Pets NOT allowed
Category: Moderate
BdRm: 3(3 Reg, 0 Loft)
Parking:
Drveway=2 Garage=1

CHECK IN AFTER 4:00 PM ON FRI 6/23/17
CHECK OUT BEFORE 10:00 AM ON SUN 6/25/17
IF ARRIVAL AFTER 6 PM DAILY, CALL TO ARRANGE
FOR AN AFTER HOURS KEY PICKUP
CONFIRMATION OF NEW RESERVATION FOR:

CHOUNGTOUA MOUAVANGSOU
5896 E. CLUB VIEW DR
FRESNO CA 93727

Rental Amount: \$ 430.00	Dep of: \$ 0.00	Due by:
Bk'gFeeNoRfnd: \$ 30.00	Amount	LastPymt: 4/24/17
ResSvc&Cleang: \$ 259.70	Received: \$ 791.67	
Occupancy Tax: \$ 71.97	Bal of: \$ 0.00	
TravelInsurce: \$ 0.00	Amount	
Pet/ScurtyDep \$ 0.00	Received: \$ _____	Date Rec'd: _____
Total Amount: 791.67		

Dear CHOUNGTOUA MOUAVANGSOU,

Thank you for choosing Lake Tahoe Accommodations to reserve your privately-owned vacation home, condo or cabin. Keys may be picked up at the office location and time listed above. Please take a moment to read and understand our Vacation Rental Agreement.

VACATION RENTAL AGREEMENT TERMS AND CONDITIONS:

- Should the unit you have reserved become unavailable prior to occupancy due to circumstances beyond LTA's control, LTA reserves the right to substitute a comparable accommodation or offer a refund at renter's discretion.
- Guest shall not keep pets or smoke in any vacation rental property unless specifically allowed above. Guests shall not have more occupants than is stated above and shall not sublease the unit at any time.
- After you depart, LTA will check the property for damage and take inventory. No additional charges shall accrue to your credit card provided that there has been no breach of this Agreement. Any/all damage, breakage, theft, lost keys, parking passes, and/or garage door openers, excessive cleaning costs, and/or unnecessary maintenance expenses resulting during your occupancy, without limit, shall be repaired at your expense.
- You agree to assume responsibility for transportation to the property. Inconvenience caused by weather, disruption of utilities, or road conditions may occur at times in snow and mountain country and do not invalidate this Vacation Rental Agreement nor will they be subject to financial compensation.
- All of our properties are located in residential areas and may not be used for weddings, wedding receptions, parties, or any other large group function. Failure to comply with regulations concerning parking or loud or inappropriate behavior may result in eviction without refund, civil fines and charges to your credit card.
- All properties are privately owned but are managed by LTA at contracted rental rates. Tenants agree to hold owner and LTA free and clear of any damage or injury to self or property resulting from accident, injury, or loss due to rain, snow, flood, negligence, fire, theft, construction, or other reason.
- Guest acknowledges and agrees that there will be no refund or adjustments for delayed check-in, early check-out, health or family emergencies, weather conditions, inconvenience or dissatisfaction for any reason. In the event guest is dissatisfied with the property, LTA's sole responsibility will be to correct the problem as soon as practical, or to move the guest to the most comparable available accommodations, providing guest notifies LTA immediately upon arrival. LTA reserves the right to move reservation to a comparable unit, subject to availability to remedy conditions beyond its control.
- You may cancel this reservation within 7 days of the original booking date and get a full refund, LESS the reservation fee of \$30.00 plus tax. Thereafter, it is assumed that you have read, understand, and accept the terms and conditions herein. In order to cancel this reservation after 7 days, you must notify us in writing or by FAX, and cancellation fees will apply. If your reservation has been paid in full, you will be entitled to a refund as follows:

If you cancel:

Before 5/01/17 @ 5:00pm PST	Refund Amount is:
Between 5/02/17 and 5/24/17 @ 5:00pm PST	\$758.67
Between 5/25/17 and 6/23/17 @ 5:00PM PST	\$379.33
	\$0.00

- If you elected to purchase Travel Insurance for this reservation, your forfeited rent, fees, and taxes may be reimbursable under the terms of your insurance policy if you cancel this reservation for certain specified reasons. Read your insurance

Exhibit D and 11 of 12

\$30.00 plus tax. Thereafter, it is assumed that you have read, understand, and accept the terms and conditions herein. In order to cancel this reservation after 7 days, you must notify us in writing or by FAX, and cancellation fees will apply. If your reservation has been paid in full, you will be entitled to a refund as follows:

If you cancel:

Before 5/01/17 @ 5:00pm PST
Between 5/02/17 and 5/24/17 @ 5:00pm PST
Between 5/25/17 and 6/23/17 @ 5:00PM PST

Refund Amount is:

\$758.67
\$379.33
\$0.00

9. If you elected to purchase Travel Insurance for this reservation, your forfeited rent, fees, and taxes may be reimbursable under the terms of your insurance policy if you cancel this reservation for certain, specified reasons. Read your insurance policy for complete information about your coverage.
10. LTA shall have full authority and control of your occupancy. Failure to comply with any of the terms of your Vacation Rental Agreement contained herein may result in the loss all monies paid and additional charges to your credit card. LTA reserves the right to cancel this reservation, without further notice, if payments are not received by the due dates specified above.
11. You must be at least 21 years old to reserve and check-in. Upon check-in LTA requires an imprint of credit card & copy of drivers license for security purposes. Should guest request that a friend check in for them, then friend's name shall be added to the vacation rental agreement and friend's credit card shall be authorized for the Total Amount. Unless original renter comes into office with original credit card for imprint and signature verification, friend's credit card shall be processed for Total Amount and original credit card shall be refunded.
12. Guest Parking: The guest agrees to comply with the parking arrangement and limits noted on this agreement. If a violation occurs, the guest is responsible for any fines imposed in keeping with parking restrictions and ordinances by the appropriate authority and jurisdiction.

I hereby authorize LTA to charge my credit card on file for the full balance due, as stated above, sixty days prior to arrival unless alternate payment is received by LTA prior to that date by cashier's check or money order. In addition, LTA is authorized to charge my credit card or Security Deposit for any additional services, upgraded accommodations or additional rent in excess of the terms above, occasioned by my request or actions. I hereby acknowledge that I have read, understood, and accept the Vacation Rental Agreement Terms and Conditions.

You have the option of purchasing travel insurance. Please initial here if you want travel insurance: ACCEPT OR confirm you don't want it: DECLINE

Signature _____ Date 6/23/17

White copy: Please sign and return, Yellow: Guest retain, Pink: LTA records

CORPORATE OFFICE
2048 Dunlap Drive
South Lake Tahoe, California 96150
530.544.3234
800.544.3234
FAX 530.542.1860

Registration Form

Check - In Date: 6-23

Check-Out Date: 6-25

Reservation Number #: 285319

Property ID: COH 840

Maximum Occupancy: # of Occupants 8 Maximum Occupancy 8

I understand that I may not have more than the maximum allowable occupants at my vacation rental at any given time. If, during my tenancy at the above mentioned property, Lake Tahoe Accommodations, South Lake Tahoe Police Department, or the El Dorado County Sheriff's Department deem that I have not followed the rules and have over-occupied the home, I may be subject to eviction, citation, civil fines, and possible charges to my account. CM initials

Parking: # of Vehicles 3 Maximum Allowable Parking Spaces 3

I understand that I may not have more than the maximum allowable vehicles at my vacation rental at any given time. If, during my tenancy at the above mentioned property, Lake Tahoe Accommodations, South Lake Tahoe Police Department, or the El Dorado County Sheriff's Department deem that I have not followed the rules and have parked more cars than is allowed, I may be subject to eviction, citation, civil fines, and possible charges to my account. CM initials

Hot tub usage: I understand that I may not use the hot tub at the home after 10 pm or before 8am at my vacation rental. If, during my tenancy at the above mentioned property, Lake Tahoe Accommodations, South Lake Tahoe Police Department, or the El Dorado County Sheriff's Department deem that I have not followed the rules, I may be subject to eviction, citation, civil fines, and possible charges to my account. CM initials

Excessive Noise:

I understand that I may not create unreasonable noise or noise disturbances at my vacation rental at any given time. If, during my tenancy at the above mentioned property, Lake Tahoe Accommodations, South Lake Tahoe Police Department, or the El Dorado County Sheriff's Department deem that I have not followed the rules and have created unreasonable noise or noise disturbances, I may be subject to eviction, citation, civil fines, and possible charges to my account. CM initials

Code of Conduct:

I have read and received the "Vacation Renter Code of Conduct" that my vacation planner has given to me. If, during my tenancy at the above mentioned property, Lake Tahoe Accommodations, South Lake Tahoe Police Department, or the El Dorado County Sheriff's Department, deem my behavior as a violation of the "Code of Conduct," I may be subject to eviction, citation, civil fines, and possible charges to my account. CM initials

Thank you for your cooperation.

Chongtira Mavavanga
Guests Name

[Signature]
Guests Signature

6/23/17
Date

INCLINE VILLAGE - 800 Southwood, Suite 112 - Incline Village, NV 89451 - 775.832.4475
STATELINE - 292 Kingsbury Grade - P.O. Box 3824 - Stateline, NV 89449 - 775.588.5684
NORTH TAHOE - 905 N. Lake Blvd - P.O. Box 5426 - Tahoe City, CA 96145 - 530.581.5210
www.tahoeaccommodations.com - email: lta@tahoeaccommodations.com

County of El Dorado

VACATION RENTER CODE OF CONDUCT

The following behaviors are considered nuisances, and/or violations of city and/or county ordinances. Participation in ANY of the following could result in the immediate eviction of your party, forfeiture of all funds paid and possible action and or fines by the Police or Sheriffs Department.

1. **EXCESSIVE NOISE**, (County Ordinance Sec. 5.56.90 A.3,4 & Sec. 5.56.120)

Loud music or other disturbances including but not limited to:

- Yelling, shouting, chanting and loud conversations
- Late or early hour disturbances
- Outdoor or backyard disturbances involving excessive noise
- Hot tub groups that carry on noise or loud conversation
- Whistling, hooting or singing
- Operating home, boat or car stereos

2. **LEWD, BOISTEROUS, UNRULY, OBNOXIOUS AND AGGRESSIVE BEHAVIOR** including: (County Ordinance Sec. 5.56.90 A.3, 4 & Sec. 5.56.120)

- Nudity, sexual activity and inappropriate activity in hot tubs
- Vulgar, profane and offensive language that can be heard by others
- Verbal abuse, challenges, taunting and confrontations of others, including neighbors

3. **TENNANT OVER OCCUPANCY** (County Ordinance Sec. 5.56.90 A.1)

- At **NO TIME** shall tenant occupancy in your property exceed the maximum number that the property was contracted for.

4. **TRESPASSING**

- Unauthorized use of neighboring docks and docking areas
- Entering neighboring yards (jumping fences)
- Use of another's equipment (patio furniture or other facilities)

5. **GARBAGE AND TRASH NEGLECT**, including: (County Ordinance Sec. 5.56.090 A.5)

- Littering on the property you are staying at or the neighboring properties with rubbish, including cans, bottles and cigarette butts, etc.
- Placing your trash receptacle out for collection sooner than the night before pickup. Please see information in your property for your pickup day.

6. **PARKING VIOLATIONS**, including: (County Ordinance Sec. 5.56.90 A.2 & 5.56.110)

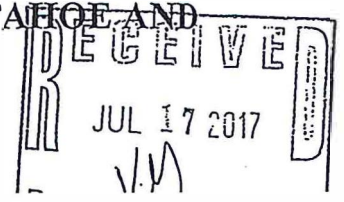
- Parking on any lawn or in any yard
- Parking in or blocking the neighboring driveway
- Parking on the wrong side of the street
- All overnight parking shall be on the property, or immediately in front of the property and shall have no more vehicles than contracted on your rental agreement

7. **FEEDING OF ANY WILDLIFE** (especially ducks and geese), is strictly prohibited

ABOVE ALL, PLEASE BE RESPECTFUL OF YOUR NEIGHBORS AND THE NATURAL SURROUNDINGS OF LAKE TAHOE AND

WE WILL HAVE A GREAT TIME.

Exhibit D page 7 of 15



ATTENTION GUEST

**PLEASE REVIEW THE FOLLOWING
RULES OF CONDUCT PERTAINING TO
VACATION RENTALS AND LAKE
TAHOE ORDINANCES.**

**PLEASE EXERCISE GOOD JUDGEMENT
AT ALL TIMES, BE RESPECTFUL TO
YOUR NEIGHBORS AND UNDERSTAND
THAT THEY ARE LOCALS WHO ENJOY
THE PEACE AND QUIET OF THIS
NEIGHBORHOOD. PLEASE ENJOY THE
HOME AND HAVE A GREAT AND SAFE
VACATION AT TAHOE.**

**WE HOPE TO HAVE YOU BACK AGAIN
SOON AND BY ADHERING TO THE
RULES ON THE REVERSE, WE HOPE TO
OFFER YOU VACATION RENTAL
HOMES FOR YEARS TO COME.**

**THANK YOU AND WELCOME TO LAKE
TAHOE**

Exhibit D page 8 of 15



1 LAW OFFICE OF WILLIAM M. WRIGHT
WILLIAM M. WRIGHT (SBN 095651)
2 2828 Easy Street, Suite 3
3 Placerville, CA 95667
(530) 344-8096
4
5

6 ADMINISTRATIVE HEARING

7 COUNTY OF EL DORADO

8 DECISION OF THE ADMINISTRATIVE HEARING OFFICER
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10
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12 C. L. RAFFETY,
13 EL DORADO COUNTY TAX COLLECTOR,

14 Petitioner,

15 vs.

16 CLAUDIA LITTERST, AMIR KOLINI

17 Respondents
18
19
20

Case No.: 17-141, VHR # 1870

1845 Susquehana Drive, Dr., South Lake
Tahoe

DECISION AND ORDER OF THE
ADMINISTRATIVE HEARING OFFICER

21
22 On December 15, 2017, an administrative hearing was held pursuant to Chapter 5.56 of
23 the El Dorado County Code pertaining to alleged violations of El Dorado County Ordinance
24 Code at the above vacation home rental.

25 Joshua Priou and Jimmie Mooris from the property manager, Lake Tahoe
26 Accommodations, were present representing the owners of the property. Karen Coleman and
27 Pam Chavis were present representing the Tax Collector's Office. William M. Wright served as

1 the hearing officer.

2 Three violations were included in the Amended Notice of Violation by the Tax Collector:

3 1. Noise – Section 5.56.090(A)(3)(4).

4 On July 16, 2017 the Sheriff's Department received a complaint concerning excessive
5 noise and hot tub use at the above address. A deputy was dispatched and arrived at the unit at
6 0415 hours. The deputy did not hear any noise emanating from the residence or the hot tub but
7 contacted one of the residents who stated that a neighbor complained of noise about thirty
8 minutes prior and that everyone exited the hot tub and went to bed. There was no report filed by
9 the neighbor and no evidence concerning the level or type of noise. Absent more information on
10 the level or type of noise and in light of the fact that the deputy did not hear any noise when he
11 arrived, we decline to find a violation of the noise requirements under the ordinance.

12 2. Noise Hot Tub – Section 5.56.090(A)(3).

13 As noted above, on July 16, 2017 a deputy was dispatched in the early morning to
14 investigate a complaint concerning excessive noise and hot tub use at the above address. One of
15 the occupants at the house admitted to the deputy that the group at the house was in the hot tub
16 earlier but got out when a neighbor complained. Lake Tahoe Accommodations argued that the
17 ordinance only requires the owner to use their best efforts to avoid hot tub use during the
18 restricted hours under Section 5.56.090(A)(3). They argued they used best efforts by restricting
19 the use in the contract and posting notices. However, best efforts would seem to require the
20 owner, at a minimum, to install a timer or other device so that the hot tub would be inoperable
21 during the restricted hours. We cannot find best efforts by simply posting signs when the hot tub
22 can still be fired up by the guests. In this instance, according to the Sheriff's report, the guests
23 were intoxicated. The signs posted in the unit obviously did not deter them from using the hot
24 tub at 4:00 in the morning. If we accept the best efforts argument here, all guests could continue
25 to use the hot tub at any hour without the owner accepting any responsibility as long as signs
26 were posted near the hot tub. We don't believe that is consistent with the intent of the ordinance
27 and that greater efforts could be made to avoid this use. These efforts could include installing a
timer or other device that restricts the use or sending someone out to lock the hot tub during the
restricted hours, or similar measures. We sustain this violation.

3. Permit Not Posted in a Conspicuous Place – Section 5.56.090(A)(7).

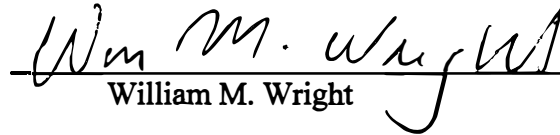
There was considerable discussion concerning this issue. The deputy stated that he did

1 not see the permit inside or near the front door. Josh Priou testified that he went to the residence
2 on July 25, 2017 and that the permit was posted as required and several pictures were presented
3 of the permit. He noted that there may have been some confusion because the front door is
4 actually a sliding glass door and looks like it could be the back door. The Tax Collector was to
5 contact the deputy to see if he recalled which door he went in and to report to the hearing officer
6 via email with a copy to Lake Tahoe Accommodations. No additional information was received.
7 Without additional clarification, we will accept the testimony and pictures from Lake Tahoe
8 Accommodations on this issue. We do not sustain this allegation.

9 In summary, we find there was as a violation of Section 5.56.090(A)(3) for use of the hot
10 tub after hours. In accordance with Section 5.56.140, the first violation is a warning.

11 Pursuant to Section 5.56.150 of the County Code, this decision may be appealed to the
12 Board of Supervisors within sixty (60) calendar days of the mailing of this decision. If the owner
13 does not appeal the decision within the sixty days, the decision of the hearing officer shall be
14 final.

15 Date: December 27, 2017

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William M. Wright

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DECLARATION OF PROOF OF SERVICE

I, William M. Wright, declare:

I am a citizen of the United States and am employed in the County of El Dorado. I am over the age of eighteen (18) years and not a party to the within-entitled action. My business address is 2828 Easy Street, Suite 3, Placerville, California 95667.

I served the within document(s):

**DECISION AND ORDER OF ADMINISTRATIVE HEARING OFFICER
ALLEGED VIOLATION OF VACATION HOME RENTAL ORDINANCE**

X by mail on the following party(ies) in said action, in accordance with Code of Civil Procedure section 1013(a), by placing a true copy thereof enclosed in sealed envelopes and placing it in a designated area for outgoing mail, addressed as set forth below. I am readily familiar with the practice of this office with respect to collection and processing of documents for mailing. On the same day that correspondence is placed for collection and mailing at Placerville, California, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

EL DORADO COUNTY TAX COLLECTOR
ATTN: KAREN COLEMAN
360 FAIR LANE
PLACERVILLE, CA 95667

CLAUDIA LITTERST AND AMIR KOLINI
1714 TERRACE ROAD
WALNUT CREEK, CA 94597

JOSHUA PRIOU
LAKE TAHOE ACCOMODATIONS
2048 DUNLAP DR., STE 4
SOUTH LAKE TAHOE, CA 96150

I declare under penalty of perjury that the foregoing is true and correct. Executed on DECEMBER 27, 2017, at Placerville, California.


WILLIAM M. WRIGHT

Resrvn #:283694 Resrvn Date: 2/18/17 Unit ID: CO H-1045
Renter #:151485 Change Date: Unit Adr: 1845 SUSQUEHANA DR
Chng Number: Unit Phn: (530) 600-2016

Check in at: LAKE TAHOE ACCOMMODATIONS
2048 DUNLAP DRIVE, #4
SOUTH LAKE TAHOE, CA 96150
(530) 544-3234

Mail payment to: LAKE TAHOE ACCOM
2048 DUNLAP DRIVE, #4
S LAKE TAHOE, CA 96150
(877) 498-3233
(530) 542-1860 (FAX)

Date In: 7/15/17 Sat
Date Out: 7/17/17 Mon
Nr. Nights: 2
Nr. Occupants: 8
Max Unit Occupancy: 10
GstNam: KALASHNIKOVA
of keys given _____
of keys returned _____
\$20 CHARGE FOR EACH
KEY NOT RETURNED.

CHECK IN AFTER 4:00 PM ON Sat 7/15/17
CHECK OUT BEFORE 10:00 AM ON Mon 7/17/17
IF ARRIVAL AFTER 6 PM DAILY, CALL TO ARRANGE
FOR AN AFTER HOURS KEY PICKUP
CONFIRMATION OF NEW RESERVATION FOR:

ANGELINA KALASHNIKOVA

2321 I ST.
RIOLINDA CA 95673

Rental Amount: \$	558.00	Dep of: \$	0.00	Due by:	
Bk'gFeeNoRfnd: \$	30.00	Amount			
ResSvc&Cleang: \$	322.00	Received: \$	346.50	LastPymt: 2/18/17	
Occupancy Tax: \$	91.00				
TravelInsurce: \$	0.00	Bal of: \$	654.50	Due by: 5/16/17	
Pet/ScurtyDep \$	0.00	Amount			
Total Amount:	1,001.00	Received: \$	_____	Date Rec'd: _____	

Dear ANGELINA KALASHNIKOVA,
Thank you for choosing Lake Tahoe Accommodations to reserve your privately-owned vacation home, condo or cabin. Keys may be picked up at the office location and time listed above. Please take a moment to read and understand our Vacation Rental Agreement.

VACATION RENTAL AGREEMENT TERMS AND CONDITIONS

- Should the unit you have reserved become unavailable prior to occupancy due to circumstances beyond LTA's control, LTA reserves the right to substitute a comparable accommodation or offer a refund at renter's discretion.
- Guest shall not keep pets or smoke in any vacation rental property unless specifically allowed above. Guests shall not have more occupants than is stated above and shall not sublease the unit at any time.
- After you depart, LTA will check the property for damage and take inventory. No additional charges shall accrue to your credit card provided that there has been no breach of this Agreement. Any/all damage; breakage; theft; lost keys, parking passes, and/or garage door openers; excessive cleaning costs; and/or unnecessary maintenance expenses resulting during your occupancy, without limit, shall be repaired at your expense.
- You agree to assume responsibility for transportation to the property. Inconvenience caused by weather, disruption of utilities, or road conditions may occur at times in snow and mountain country and do not invalidate this Vacation Rental Agreement nor will they be subject to financial compensation.
- All of our properties are located in residential areas and may not be used for weddings, wedding receptions, parties, or any other large group function. Failure to comply with regulations concerning parking or loud or inappropriate behavior may result in eviction without refund, civil fines and charges to your credit card.
- All properties are privately owned but are managed by LTA at contracted rental rates. Tenants agree to hold owner and LTA free and clear of any damage or injury to self or property resulting from accident, injury, or loss due to rain, snow, flood, negligence, fire, theft, construction, or other reason.
- Guest acknowledges and agrees that there will be no refund or adjustments for delayed check-in, early check-out, health or family emergencies, weather conditions, inconvenience or dissatisfaction for any reason. In the event guest is dissatisfied with the property, LTA's sole responsibility will be to correct the problem as soon as practical, or to move the guest to the most comparable available accommodations, providing guest notifies LTA immediately upon arrival. LTA reserves the right to move reservation to a comparable unit, subject to availability to remedy conditions beyond its control.
- You may cancel this reservation within 7 days of the original booking date and get a full refund, LESS the reservation fee of \$30.00 plus tax. Thereafter, it is assumed that you have read, understand, and accept the terms and conditions herein. In order to cancel this reservation after 7 days, you must notify us in writing or by FAX, and cancellation fees will apply. If your reservation has been paid in full, you will be entitled to a refund as follows:

If you cancel:	Refund Amount is:
Before 2/25/17 @ 5:00pm PST	\$968.00
Between 2/26/17 and 5/15/17 @ 5:00pm PST	\$654.50
Between 5/16/17 and 6/15/17 @ 5:00pm PST	\$484.00
Between 6/16/17 and 7/15/17 @ 5:00PM PST	\$0.00

- If you elected to purchase Travel Insurance for this reservation, your forfeited rent, fees, and taxes may be reimbursable under the terms of your insurance policy if you cancel this reservation for certain, specified reasons. Read your insurance policy for complete information about your coverage.
- LTA shall have full authority and control of your occupancy. Failure to comply with any of the terms of your Vacation Rental Agreement contained herein may result in the loss all monies paid and additional charges to your credit card. LTA reserves the right to cancel this reservation, without further notice, if payments are not received by the due dates specified above.
- You must be at least 21 years old to reserve and check-in. Upon check-in LTA requires an imprint of credit card & copy of drivers license for security purposes. Should guest request that a friend check in for them, then friend's name shall be added to the vacation rental agreement and friend's credit card shall be authorized for the Total Amount. Unless original renter comes into office with original credit card for imprint and signature verification, friend's credit card shall be processed for Total Amount and original credit card shall be refunded.
- Guest Parking: The guest agrees to comply with the parking arrangement and limits noted on this agreement. If a violation occurs, the guest is responsible for any fines imposed in keeping with parking restrictions and ordinances by the appropriate authority and jurisdiction.

I hereby authorize LTA to charge my credit card on file for the full balance due, as stated above, sixty days prior to arrival unless alternate payment is received by LTA prior to that date by cashier's check or money order. In addition, LTA is authorized to charge my credit card or Security Deposit for any additional services, upgraded accommodations or additional rent in excess of the terms above, occasioned by my request or actions. I hereby acknowledge that I have read, understood, and accept the Vacation Rental Agreement Terms and Conditions.

You have the option of purchasing travel insurance. Please Click here to accept
or decline travel insurance: [tdo:1] ACCEPT [tdo:1] DECLINE [/rdo]

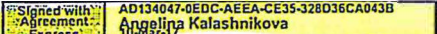
Signature:  AD134047-0EDC-AEEA-CE35-328D36CA043B
Angelina Kalashnikova

Exhibit D page 5 of 11

BW

Resrvn #:283694 Resrvn Date: 2/18/17 Unit ID: CO H-1045
Renter #:151485 Change Date: Unit Adr.: 1845 SUSQUEHANA DR
Chng Number: Unit Phn: (530) 600-2016

Check in at: LAKE TAHOE ACCOMMODATIONS
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Date In: 7/15/17 Sat
Date Out: 7/17/17 Mon
Nr. Nights: 2
Nr. Occupants: 8
Max nit Occupancy: 10
GstNam: KALASHNIKOVA

CHECK IN AFTER 4:00 PM ON Sat 7/15/17
CHECK OUT BEFORE 10:00 AM ON Mon 7/17/17
IF ARRIVAL AFTER 6 PM DAILY, CALL TO ARRANGE
FOR AN AFTER HOURS KEY PICKUP
CONFIRMATION OF NEW RESERVATION FOR:

ANGELINA KALASHNIKOVA
2321 I ST.
RIOLINDA CA 95673

of keys given _____
of keys returned _____
\$20 CHARGE FOR EACH
KEY NOT RETURNED.
Loc. Box Combo _____
Smoking NOT allowed
Pets allowed
Category: Moderate
BdRm: 3(3 Reg, 0 Loft)
Parking:
Drveway=2 Garage=2

Rental Amount: \$ 558.00 Dep of: \$ 0.00 Due by:
Bk'g Fee No Rfnd: \$ 30.00 Amount
Res Svc & Clean: \$ 322.00 Received: \$ 1,001.00 Last Pymt: 5/19/17
Occupancy Tax: \$ 91.00
Travel Insurce: \$ 0.00 Bal of: \$ 0.00
Pet/Scurty Dep \$ 0.00 Amount
Total Amount: 1,001.00 Received: \$ _____ Date Rec'd: _____

Dear ANGELINA KALASHNIKOVA,
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3. After you depart, LTA will check the property for damage and take inventory. No additional charges shall accrue to your credit card provided that there has been no breach of this Agreement. Any/all damage; breakage; theft; lost keys, parking passes; and/or garage door openers; excessive cleaning costs; and/or unnecessary maintenance expenses resulting during your occupancy, without limit, shall be repaired at your expense.
4. You agree to assume responsibility for transportation to the property. Inconvenience caused by weather, disruption of utilities, or road conditions may occur at times in snow and mountain country and do not invalidate this Vacation Rental Agreement nor will they be subject to financial compensation.
5. All of our properties are located in residential areas and may not be used for weddings, wedding receptions, parties, or any other large group function. Failure to comply with regulations concerning parking or loud or inappropriate behavior may result in eviction without refund, civil fines and charges to your credit card.
6. All properties are privately owned but are managed by LTA at contracted rental rates. Tenants agree to hold owner and LTA free and clear of any damage or injury to self or property resulting from accident, injury, or loss due to rain, snow, flood, negligence, fire, theft, construction, or other reason.
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Between 5/16/17 and 6/15/17 @ 5:00pm PST	\$484.00
Between 6/16/17 and 7/15/17 @ 5:00PM PST	\$0.00

Exhibit D
Page 4 of 11

9. If you elected to purchase Travel Insurance for this reservation, your forfeited rent, fees, and taxes may be reimbursable under the terms of your insurance policy if you cancel this reservation for certain, specified reasons. Read your insurance policy for complete information about your coverage.
10. LTA shall have full authority and control of your occupancy. Failure to comply with any of the terms of your Vacation Rental

IF ARRIVAL AFTER 6 PM DAILY; CALL TO ARRANGE FOR AN AFTER HOURS KEY PICKUP
CONFIRMATION OF NEW RESERVATION FOR:

ANGELINA KALASHNIKOVA

2321 I ST.
RIOLINDA CA 95673

\$20 CHARGE FOR EACH
KEY NOT RETURNED.

Loc. Box Combo _____
Smoking NOT allowed
Pets allowed
Category: Moderate
BdRm: 3(3 Reg, 0 Loft)
Parking:
Driveway=2 Garage=2

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Between 5/16/17 and 6/15/17 @ 5:00pm PST	
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Refund Amount is:

\$968.00
\$654.50
\$484.00
\$0.00

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You have the option of purchasing travel insurance. Please initial here if you want travel insurance: **ACCEPT** OR confirm you don't want it: **DECLINE**

Signature _____ Date 7-15-17

White copy: Please sign and return, Yellow: Guest retain, Pink: LTA records

CORPORATE OFFICE
 2048 Dunlap Drive
 South Lake Tahoe, California 96150
 530.544.3234
 800.544.3234
 FAX 530.542.1860

Registration Form

Check - In Date: 7-15

Check-Out Date: 7-17

Reservation Number #: 283694

Property ID: LDH 1045

Maximum Occupancy: # of Occupants 10 Maximum Occupancy 10

I understand that I may not have more than the maximum allowable occupants at my vacation rental at any given time. If, during my tenancy at the above mentioned property, Lake Tahoe Accommodations, South Lake Tahoe Police Department, or the El Dorado County Sheriff's Department deem that I have not followed the rules and have over-occupied the home, I may be subject to eviction, citation, civil fines, and possible charges to my account. initials

Parking: # of Vehicles 3 Maximum Allowable Parking Spaces 4

I understand that I may not have more than the maximum allowable vehicles at my vacation rental at any given time. If, during my tenancy at the above mentioned property, Lake Tahoe Accommodations, South Lake Tahoe Police Department, or the El Dorado County Sheriff's Department deem that I have not followed the rules and have parked more cars than is allowed, I may be subject to eviction, citation, civil fines, and possible charges to my account. initials

Hot tub usage: I understand that I may not use the hot tub at the home after 10 pm or before 8am at my vacation rental. If, during my tenancy at the above mentioned property, Lake Tahoe Accommodations, South Lake Tahoe Police Department, or the El Dorado County Sheriff's Department deem that I have not followed the rules, I may be subject to eviction, citation, civil fines, and possible charges to my account. AV initials

Excessive Noise:

I understand that I may not create unreasonable noise or noise disturbances at my vacation rental at any given time. If, during my tenancy at the above mentioned property, Lake Tahoe Accommodations, South Lake Tahoe Police Department, or the El Dorado County Sheriff's Department deem that I have not followed the rules and have created unreasonable noise or noise disturbances, I may be subject to eviction, citation, civil fines, and possible charges to my account. AV initials

Code of Conduct:

I have read and received the "Vacation Renter Code of Conduct" that my vacation planner has given to me. If, during my tenancy at the above mentioned property, Lake Tahoe Accommodations, South Lake Tahoe Police Department, or the El Dorado County Sheriff's Department, deem my behavior as a violation of the "Code of Conduct," I may be subject to eviction, citation, civil fines, and possible charges to my account. AV initials

Thank you for your cooperation.

Angelina Kalashnikova
 Guests Name

[Signature]
 Guests Signature

7-15-17
 Date

VACATION RENTER CODE OF CONDUCT

The following behaviors are considered nuisances, and/or violations of city and/or county ordinances. Participation in ANY of the following could result in the immediate eviction of your party, forfeiture of all funds paid and possible action and or fines by the Police or Sheriffs Department.

1. **EXCESSIVE NOISE**, (County Ordinance Sec. 5.56.90 A.3,4 & Sec. 5.56.120)

Loud music or other disturbances including but not limited to:

- Yelling, shouting, chanting and loud conversations
- Late or early hour disturbances
- Outdoor or backyard disturbances involving excessive noise
- Hot tub groups that carry on noise or loud conversation
- Whistling, hooting or singing
- Operating home, boat or car stereos

2. **LEWD, BOISTEROUS, UNRULY, OBNOXIOUS AND AGGRESSIVE BEHAVIOR** including: (County Ordinance Sec. 5.56.90 A.3, 4 & Sec. 5.56.120)

- Nudity, sexual activity and inappropriate activity in hot tubs
- Vulgar, profane and offensive language that can be heard by others
- Verbal abuse, challenges, taunting and confrontations of others, including neighbors

3. **TENANT OVER OCCUPANCY** (County Ordinance Sec. 5.56.90 A.1)

- At **NO TIME** shall tenant occupancy in your property exceed the maximum number that the property was contracted for.

4. **TRESPASSING**

- Unauthorized use of neighboring docks and docking areas
- Entering neighboring yards (jumping fences)
- Use of another's equipment (patio furniture or other facilities)

5. **GARBAGE AND TRASH NEGLECT**, including: (County Ordinance Sec. 5.56.090 A.5)

- Littering on the property you are staying at or the neighboring properties with rubbish, including cans, bottles and cigarette butts, etc.
- Placing your trash receptacle out for collection sooner than the night before pickup. Please see information in your property for your pickup day.

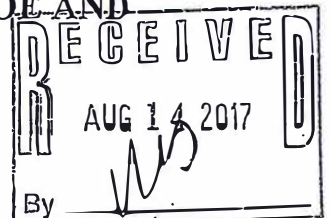
6. **PARKING VIOLATIONS**, including: (County Ordinance Sec. 5.56.90 A.2 & 5.56.110)

- Parking on any lawn or in any yard
- Parking in or blocking the neighboring driveway
- Parking on the wrong side of the street
- All overnight parking shall be on the property, or immediately in front of the property and shall have no more vehicles than contracted on your rental agreement

7. **FEEDING OF ANY WILDLIFE** (especially ducks and geese), is strictly prohibited

**ABOVE ALL, PLEASE BE RESPECTFUL OF YOUR NEIGHBORS
AND THE NATURAL SURROUNDINGS OF LAKE TAHOE AND
WE WILL HAVE A GREAT TIME.**

Exhibit D page 8 of 11



ATTENTION GUEST

**PLEASE REVIEW THE FOLLOWING
RULES OF CONDUCT PERTAINING TO
VACATION RENTALS AND LAKE
TAHOE ORDINANCES.**

**PLEASE EXERCISE GOOD JUDGEMENT
AT ALL TIMES, BE RESPECTFUL TO
YOUR NEIGHBORS AND UNDERSTAND
THAT THEY ARE LOCALS WHO ENJOY
THE PEACE AND QUIET OF THIS
NEIGHBORHOOD. PLEASE ENJOY THE
HOME AND HAVE A GREAT AND SAFE
VACATION AT TAHOE.**

**WE HOPE TO HAVE YOU BACK AGAIN
SOON AND BY ADHERING TO THE
RULES ON THE REVERSE, WE HOPE TO
OFFER YOU VACATION RENTAL
HOMES FOR YEARS TO COME.**

**THANK YOU AND WELCOME TO LAKE
TAHOE**

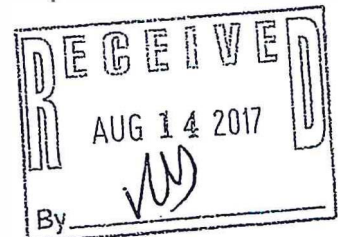


Exhibit D page 9 of 11