



# SAN FRANCISCO PLANNING DEPARTMENT

---

## Executive Summary Conditional Use

HEARING DATE: JANUARY 23, 2020

*Record No.:* 2017-011214CUA  
*Project Address:* 9 Apollo Street  
*Zoning:* RH-1 (Residential-House, One-Family) Zoning District  
40-X Height and Bulk District  
*Block/Lot:* 5354 / 048  
*Project Sponsor:* Sandy & Quintin Donnelly  
9 Apollo Street  
San Francisco, CA 94124  
*Property Owner:* Sandy & Quintin Donnelly  
9 Apollo Street  
San Francisco, CA 94124  
*Staff Contact:* Natalia Kwiatkowska – (415) 575-9185  
[natalia.kwiatkowska@sfgov.org](mailto:natalia.kwiatkowska@sfgov.org)  
*Recommendation:* **Approval with Conditions**

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

### PROJECT DESCRIPTION

The Project includes the removal of an Unauthorized Dwelling Unit (UDU) on the ground floor by merging it with the existing dwelling unit above. The subject property is currently authorized for use as a single-family dwelling.

### REQUIRED COMMISSION ACTION

In order for the Project to proceed, the Commission must grant a Conditional Use Authorization, pursuant to Planning Code Sections 303 and 317, to permit the removal of an UDU through a residential merger.

### ISSUES AND OTHER CONSIDERATIONS

- **Cost to Legalize UDU.** An independent appraiser determined that the retention of the ground floor UDU would add approximately \$165,000 to the property's valuation, while the construction cost would exceed \$1,000,000 due to numerous upgrades the building would require under the Building Code. Most significant expense is related to excavation, which is required to provide sufficient floor to ceiling heights for the unit to be habitable. The cost of construction entails approximately \$800,000 of hard costs, including materials and labor, and approximately \$285,000 of soft costs, including permitting and inspection fees. The construction cost far exceeds the average cost of legalization Citywide, which is approximately \$66,000; however, the cost is comparable to the highest cost of legalization Citywide, which is approximately \$850,000.



- **Existing Tenant & Eviction History:** The UDU is currently occupied by a tenant and the upstairs main unit is currently vacant with the intention of being occupied by the owners. There is no known evidence of any evictions on the property per the Eviction History documentation provided by the San Francisco Rent Board. However, the documentation shows several petitions by the current tenant for wrongful evictions as well as a petition by the owners for a move-in eviction, which has since been rescinded since the San Francisco Superior Court granted the Tenants motion for summary judgement in the unlawful detainer on the grounds that the owner was not actually living in the vacant upper floor of the house; therefore, the owner could not move in his qualified relatives into the in-law unit. Removal of the dwelling unit would cause displacement to the current tenant. See Exhibit F for Eviction History documentation.
- **Public Comment & Outreach.** The Department has not received any public comment in regards to this project.

## **ENVIRONMENTAL REVIEW**

The project is not a project under CEQA Guidelines Sections 15060(c) and 15378 because there is no direct or indirect physical change in the environment.

## **BASIS FOR RECOMMENDATION**

The Department finds that the Project is, on balance, consistent with the Bayview Hunters Point Area Plan and the Objectives and Policies of the General Plan. The Department also finds the project to be necessary, desirable, and compatible with the surrounding neighborhood.

## **ATTACHMENTS:**

Draft Motion – Conditional Use Authorization with Conditions of Approval (Exhibit A)

Exhibit B – Plans

Exhibit C – Land Use Data

Exhibit D – Maps and Context Photos

Exhibit E – Project Sponsor Brief

Exhibit F – Eviction History Documentation

Exhibit G – Appraisal of Real Property

Exhibit H – Statement of Probably Construction Cost





# SAN FRANCISCO PLANNING DEPARTMENT

---

## Planning Commission Draft Motion

HEARING DATE: JANUARY 23, 2020

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

*Record No.:* 2017-011214CUA  
*Project Address:* 9 Apollo Street  
*Zoning:* RH-1 (Residential-House, One-Family) Zoning District  
40-X Height and Bulk District  
*Block/Lot:* 5354 / 048  
*Project Sponsor:* Sandy & Quintin Donnelly  
9 Apollo Street  
San Francisco, CA 94124  
*Property Owner:* Sandy & Quintin Donnelly  
9 Apollo Street  
San Francisco, CA 94124  
*Staff Contact:* Natalia Kwiatkowska – (415) 575-9185  
[natalia.kwiatkowska@sfgov.org](mailto:natalia.kwiatkowska@sfgov.org)  
*Recommendation:* **Approval with Conditions**

**ADOPTING FINDINGS RELATING TO THE APPROVAL OF CONDITIONAL USE AUTHORIZATION PURSUANT TO PLANNING CODE SECTIONS 303 AND 317 FOR THE REMOVAL OF AN UNAUTHORIZED DWELLING UNIT AT 9 APOLLO STREET, LOT 048 IN ASSESSOR'S BLOCK 5354, WITHIN AN RH-1 (RESIDENTIAL, HOUSE – ONE FAMILY) ZONING DISTRICT AND A 40-X HEIGHT & BULK DISTRICT.**

### PREAMBLE

On August 31, 2017, Quintin Donnelly (hereinafter "Project Sponsor") filed Application No. 2017-011214CUA (hereinafter "Application") with the Planning Department (hereinafter "Department") for a Condition Use Authorization to remove an Unauthorized Unit (hereinafter "UDU") and merge with the existing unit above (hereinafter "Project") at 9 Apollo Street, Block 5354 Lot 048 (hereinafter "Project Site").

The project is not a project under CEQA Guidelines Sections 15060(c) and 15378 because there is no direct or indirect physical change in the environment.

On January 23, 2020, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Authorization Application No. 2017-011214CUA.

The Planning Department Commission Secretary is the custodian of records; the File for Record No. 2017-011214CUA is located at 1650 Mission Street, Suite 400, San Francisco, California.



The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

**MOVED**, that the Commission hereby authorizes the Conditional Use Authorization as requested in Application No. 2017-011214CUA, subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

## FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The above recitals are accurate and constitute findings of this Commission.
2. **Project Description.** The Project includes the removal of a ground floor unauthorized dwelling unit by merging it with the existing unit above. No exterior alterations are proposed. The removal includes the conversion of the unpermitted kitchen into an office and conversion of the unauthorized bedroom into a media room.
3. **Site Description and Present Use.** The Project is located on the south side of Apollo Street, between Topeka and Thornton Avenues, on Lot 048 in Assessor's Block 5354, in the Bayview neighborhood. The subject building is a two-story, single-family dwelling. The second unit, the unauthorized unit on the ground floor, is located behind the garage. The Project Site is located on an irregular mid-block lot measuring approximately 25 feet wide with an average depth of approximately 66 feet, for a total lot area of approximately 1,600 square feet.
4. **Surrounding Properties and Neighborhood.** The Project Site is located within an RH-1 (Residential, House – One Family) Zoning District and a 40-X Height & Bulk District. The adjacent properties and surrounding block area are predominantly two-story residential buildings. There are three nearby Neighborhood Commercial (NC) Zoning Districts.
5. **Public Outreach and Comments.** The Department has not received any public comment in regards to this project.
6. **Conditional Use Findings.** Planning Code Section 303 establishes criteria for the Planning Commission to consider when reviewing applications for Conditional Use authorization. On balance, the project complies with said criteria in that:
  - A. The proposed new uses and building, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable, and compatible with, the neighborhood or the community.



*The removal of the unauthorized unit is necessary and desirable and is compatible with the immediate single-family neighborhood. The surrounding neighborhood is characterized by single-family residences. The existing building was originally designed to be in keeping with the existing development pattern and the neighborhood character. No changes to the exterior are proposed.*

- B. The proposed project will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity. There are no features of the project that could be detrimental to the health, safety or convenience of those residing or working the area, in that:

- (1) Nature of proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

*The height and bulk of the existing building will remain the same and will not alter the existing appearance or character of the project vicinity. The proposed work will not affect the building envelope.*

- (2) The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

*The Project will have no effect on the accessibility and traffic patterns for persons and vehicles in the area.*

- (3) The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

*The Project is retaining a single-family dwelling unit which is generally not associated with concerns such as noxious or offensive emissions.*

- (4) Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs;

*The Project does not propose any changes to the exterior of the existing single-family dwelling.*

- C. That the use as proposed will comply with the applicable provisions of the Planning Code and will not adversely affect the General Plan.

*The Project complies with all relevant requirements and standards of the Planning Code and is consistent with objectives and policies of the General Plan as detailed below.*

- D. That the use as proposed would provide development that is in conformity with the purpose of the applicable Use District.



*The Project is consistent with the stated purpose of the RH-1 Zoning District, since the Project would maintain a single-family dwelling.*

7. **Loss of Unauthorized Unit Through Merger Findings.** Planning Code Section 317 establishes additional criteria for the Planning Commission when review applications for the Loss of Residential and Unauthorized Units Through Demolition, Merger and Conversion. On balance, the Project complies with said criteria in that:

- A. **Residential Merger.** Pursuant to Planning Code Section 317(g)(2), the Planning Commission shall consider the following criteria in the review of applications to merge Residential Units or Unauthorized Units:

- a. Removal of the unit(s) would eliminate only owner occupied housing, and if so, for how long the unit(s) proposed to be removed have been owner occupied;

*The unauthorized unit is not owner occupied and is currently occupied by a tenant. The removal of the unauthorized unit would displace the current tenant.*

- b. Removal of the unit(s) and the merger with another is intended for owner occupancy;

*The unauthorized unit will be converted back to habitable, accessory space for the unit above. The owner intends to occupy the entire single-family home.*

- c. Removal of the unit(s) will remove an affordable housing unit as defined in Section 401 of the Planning Code or housing subject to the Residential Rent Stabilization and Arbitration Ordinance;

*The unauthorized unit is not an affordable housing unit as defined in Section 401. However, the existing residence is likely subject to the Residential Rent Stabilization and Arbitration Ordinance. The project will remove an unauthorized unit, which is subject to Residential Rent Stabilization and Arbitration Ordinance.*

- d. Removal of the unit(s) removes an affordable housing unit as defined in Section 401 of the Planning Code or units subject to the Residential Rent Stabilization and Arbitration Ordinance, whether replacement housing will be provided which is equal or greater in size, number of bedrooms, affordability, and suitability to households with children to the units being removed;

*The Project does not include replacement housing. The Project will restore the existing single-family dwelling back to the legal original use.*

- e. How recently the unit being removed was occupied by a tenant or tenants;

*The unauthorized unit is currently occupied by a tenant.*



- f. Whether the number of bedrooms provided in the merged unit will be equal to or greater than the number of bedrooms in the separate units;

*The Project will restore the ground floor to habitable accessory space for the dwelling unit above. The Project will convert the unauthorized bedroom on the ground floor into a media room since the unauthorized bedroom does not currently comply with the Building Code.*

- g. Whether removal of the unit(s) is necessary to correct design or functional deficiencies that cannot be corrected through interior alterations;

*Removal of the unit is not necessary to correct design or functional deficiencies that cannot be corrected through interior alterations. The unauthorized unit was constructed on the ground floor with ceiling heights that do not meet Building Code requirements. As-built, the ceiling heights vary but do not exceed 7 feet. Removal of the floor, excavation and new reinforced foundation would be required to legalize the unit per the Department of Building Inspections Pre-Application Meeting Notes dated October 22, 2019.*

- h. The appraised value of the least expensive Residential Unit proposed for merger only when the merger does not involve an Unauthorized Unit.

*Not Applicable. The Project involves the removal of an Unauthorized Dwelling Unit.*

- i. The Planning Commission shall not approve an application for Residential Merger if any tenant has been evicted pursuant to Administrative Code Sections 37.9(a)(9) through 37.9(a)(14) where the tenant was served with a notice of eviction after December 10, 2013 if the notice was served within 10 years prior to filing the application for merger. Additionally, the Planning Commission shall not approve an application for Residential Merger if any tenant has been evicted pursuant to Administrative Code Section 37.9(a)(8) where the tenant was served with a notice of eviction after December 10, 2013 if the notice was served within five (5) years prior to filing the application for merger. This Subsection (g)(2)(H) shall not apply if the tenant was evicted under Section 37.9(a)(11) or 37.9(a)(14) and the applicant(s) either (A) have certified that the original tenant reoccupied the unit after the temporary eviction or (B) have submitted to the Planning Commission a declaration from the property owner or the tenant certifying that the property owner or the Rent Board notified the tenant of the tenant's right to reoccupy the unit after the temporary eviction and that the tenant chose not to reoccupy it.

*The subject property has no record of tenant evictions under the above referenced Sections of the Residential Rent Stabilization and Arbitration Ordinance within the identified timeframes. Therefore, the Planning Commission may allow the merger of the Unauthorized Dwelling Unit.*



**B. Removal of Unauthorized Units.** Pursuant to Planning Code Section 317(g)(6), the Planning Commission shall consider the following criteria in the review of applications for removal of Unauthorized Units:

- a. Whether the costs to legalize the Unauthorized Unit or Units under the Planning, Building, and other applicable Codes is reasonable based on how such cost compares to the average cost of legalization per unit derived from the cost of projects on the Planning Department's Master List of Additional Dwelling Units Approved required by Section 207.3(k) of this Code;

*The cost to legalize the subject Unauthorized Unit has been estimated to be \$1,000,000, whereas the average cost of legalization per unit is approximately \$66,000. The cost to legalize the Unauthorized Unit, at nearly 15 times the average, is not reasonable. The increased cost of legalization at the subject property is due primarily to required excavation since the existing floor to ceiling heights at the ground floor are not compliant with the requirements of the Building Code.*

- b. Whether it is financially feasible to legalize the Unauthorized Unit or Units. Such determination will be based on the costs to legalize the Unauthorized Unit(s) under the Planning, Building, and other applicable Codes in comparison to the added value that legalizing said Units would provide to the subject property. The gain in the value of the subject property shall be based on the current value of the property with the Unauthorized Unit(s) compared to the value of the property if the Unauthorized Unit(s) is/are legalized. The calculation of the gain in value shall be conducted and approved by a California licensed property appraiser. Legalization would be deemed financially feasible if gain in the value of the subject property is equal to or greater than the cost to legalize the Unauthorized Unit;

*The Project is deemed not financially feasible. The Project Sponsor submitted a property appraisal report, conducted and approved by a California licensed property appraiser, that states the value of the property is currently \$790,000 as-is, and \$955,000 with a legalized unit on the ground floor. With a construction cost of \$1,000,000 and a gain in property value of \$165,000, legalization is deemed not financially feasible.*

- c. If no City funds are available to assist the property owner with the cost of legalization, whether the cost would constitute a financial hardship;

*To date, the Planning Department has not found the existence of any City funding sources or programs to assist the property owner with the cost of legalization. The cost to improve the property and legalize the Unauthorized Unit would unduly burden the property owner and constitute a financial hardship beyond the financial feasibility of the property value gained.*

**8. General Plan Compliance.** The Project is, on balance, consistent with the following Objectives and Policies of the General Plan:



## **HOUSING ELEMENT**

### **Objectives and Policies**

#### **OBJECTIVE 1:**

RETAIN EXISTING HOUSING UNITS, AND PROMOTE SAFETY AND MAINTENANCE STANDARDS, WITHOUT JEOPARDIZING AFFORDABILITY.

#### Policy 2.2:

Retain existing housing by controlling the merger of residential units, except where a merger clearly creates new family housing.

#### Policy 2.4:

Promote improvements and continued maintenance to existing units to ensure long term habitation and safety.

*The Project does not propose demolition of any residential structures and the removal of the Unauthorized Unit restores the property to its authorized use as a single-family dwelling. Legalizing the Unauthorized Unit would require significant upgrades to ensure compliance with all applicable Code, which could impact the property owner's ability to retain the property.*

## **COMMUNITY SAFETY ELEMENT**

#### **OBJECTIVE 2:**

REDUCE STRUCTURAL AND NON-STRUCTURAL HAZARDS TO LIFE SAFETY, MINIMIZE PROPERTY DAMAGE AND RESULTING SOCIAL, CULTURAL AND ECONOMIC DISLOCATIONS RESULTING FROM FUTURE DISASTERS.

#### POLICY 2.6:

Reduce the earthquake and fire risks posed by older small wood-frame residential buildings through easily accomplished hazard mitigation measures.

*The existing Unauthorized Unit does not meet Building Code standards for ceiling height and would require excavation and shoring of the foundation to make the unit safe for habitation.*

## **BAYVIEW HUNTERS POINT AREA PLAN**

### **HOUSING**

### **Objectives and Policies**

#### **OBJECTIVE 5:**

PRESERVE AND ENHANCE EXISTING RESIDENTIAL NEIGHBORHOODS.

#### Policy 5.1



Preserve and enhance the existing character of residential neighborhoods.

*The Unauthorized Unit is not viable to legalize as it is not financially feasible.*

9. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project complies with said policies in that:

- A. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses be enhanced.

*The project site does not possess any neighborhood-serving retail uses.*

- B. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.

*The Project removes an Unauthorized Unit. However, the removal of the unit returns the property to its authorized use as a single-family dwelling in a RH-1 Zoning District.*

- C. That the City's supply of affordable housing be preserved and enhanced,

*The Property does not currently possess any existing affordable housing as defined in Planning Code Sections 401 and 415.*

- D. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

*There is no effect on traffic or transit services by this Project.*

- E. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

*The Project does not include commercial office development and would not affect industrial or service sectors.*

- F. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

*This proposal will not impact the property's ability to withstand an earthquake.*

- G. That landmarks and historic buildings be preserved.

*Currently, the Project Site does not contain any City Landmarks or historic buildings.*



H. That our parks and open space and their access to sunlight and vistas be protected from development.

*The Project would not affect any nearby parks or open space.*

10. The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would contribute to the character and stability of the neighborhood and would constitute a beneficial development.
11. The Commission hereby finds that approval of the Conditional Use Authorization would promote the health, safety and welfare of the City.



## DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Authorization Application No. 2017-011214CUA** subject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated September 12, 2017, and stamped "EXHIBIT B", which is incorporated herein by reference as though fully set forth.

**APPEAL AND EFFECTIVE DATE OF MOTION:** Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion. The effective date of this Motion shall be the date of this Motion if not appealed (after the 30-day period has expired) OR the date of the decision of the Board of Supervisors if appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

**Protest of Fee or Exaction:** You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission's adoption of this Motion, Resolution, Discretionary Review Action or the Zoning Administrator's Variance Decision Letter constitutes the approval or conditional approval of the development and the City hereby gives **NOTICE** that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on January 23, 2020.

Jonas P. Ionin  
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED: January 23, 2020



## EXHIBIT A

### AUTHORIZATION

This authorization is for a conditional use to allow the removal of an Unauthorized Unit located at 9 Apollo Street, Assessor's Block 5354, Lot 048, pursuant to Planning Code Sections 303 and 317, within the RH-1 Zoning District and a 40-X Height and Bulk District; in general conformance with plans, dated September 12, 2017, and stamped "EXHIBIT B" included in the docket for Record No. 2017-011214CUA and subject to conditions of approval reviewed and approved by the Commission on January 23, 2020 under Motion No XXXXXX. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

### RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on January 23, 2020 under Motion No XXXXXX.

### PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. XXXXXX shall be reproduced on the Index Sheet of construction plans submitted with the site or building permit application for the Project. The Index Sheet of the construction plans shall reference to the Conditional Use authorization and any subsequent amendments or modifications.

### SEVERABILITY

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

### CHANGES AND MODIFICATIONS

Changes to the approved plans may be approved administratively by the Zoning Administrator. Significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.



## Conditions of Approval, Compliance, Monitoring, and Reporting

### PERFORMANCE

1. **Validity.** The authorization and right vested by virtue of this action is valid for three (3) years from the effective date of the Motion. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

2. **Expiration and Renewal.** Should a Building or Site Permit be sought after the three (3) year period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

3. **Diligent Pursuit.** Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since this Authorization was approved.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

4. **Extension.** All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

5. **Conformity with Current Law.** No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*



## MONITORING - AFTER ENTITLEMENT

6. **Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

7. **Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

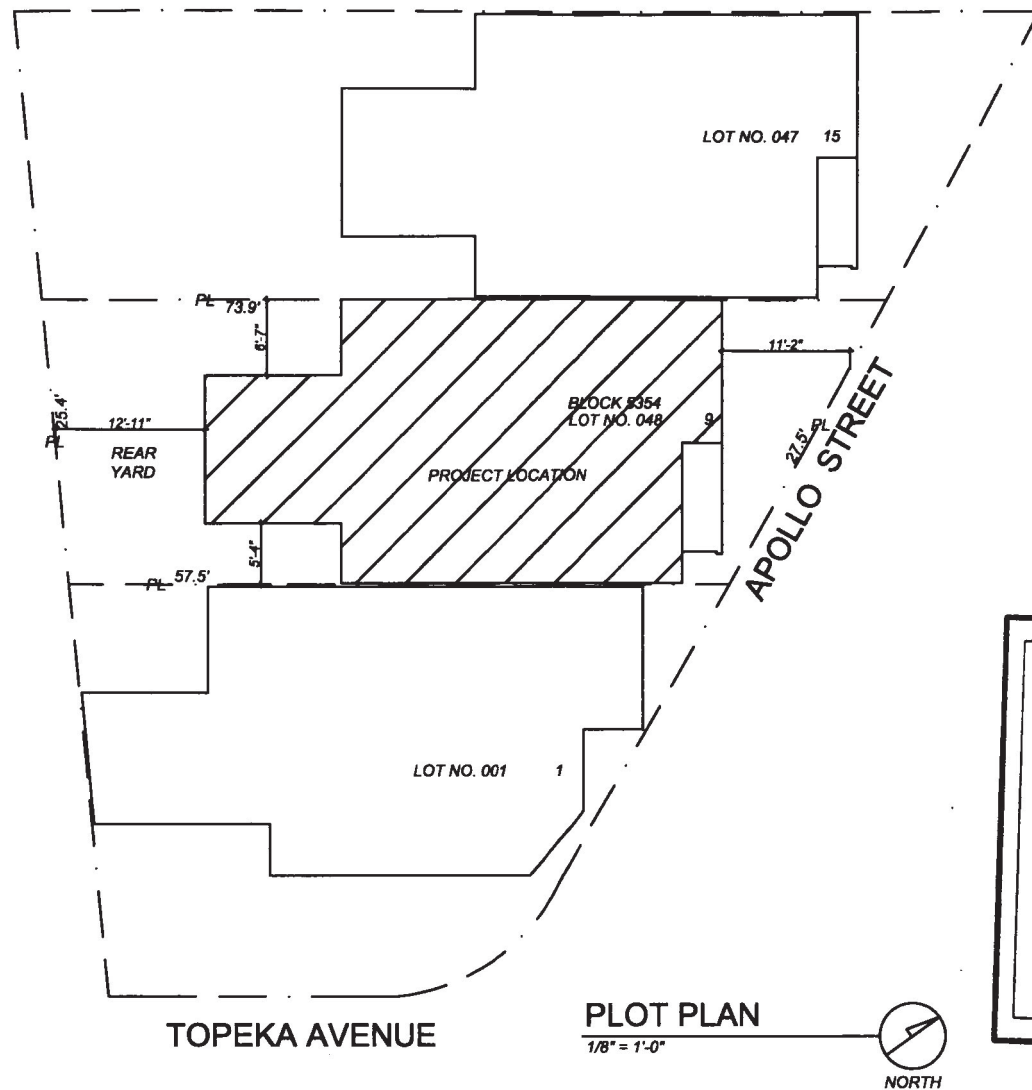
*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

## OPERATION

8. **Community Liaison.** Prior to issuance of a building permit to construct the project and implement the approved use, the Project Sponsor shall appoint a community liaison officer to deal with the issues of concern to owners and occupants of nearby properties. The Project Sponsor shall provide the Zoning Administrator and all registered neighborhood groups for the area with written notice of the name, business address, and telephone number of the community liaison. Should the contact information change, the Zoning Administrator and registered neighborhood groups shall be made aware of such change. The community liaison shall report to the Zoning Administrator what issues, if any, are of concern to the community and what issues have not been resolved by the Project Sponsor.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

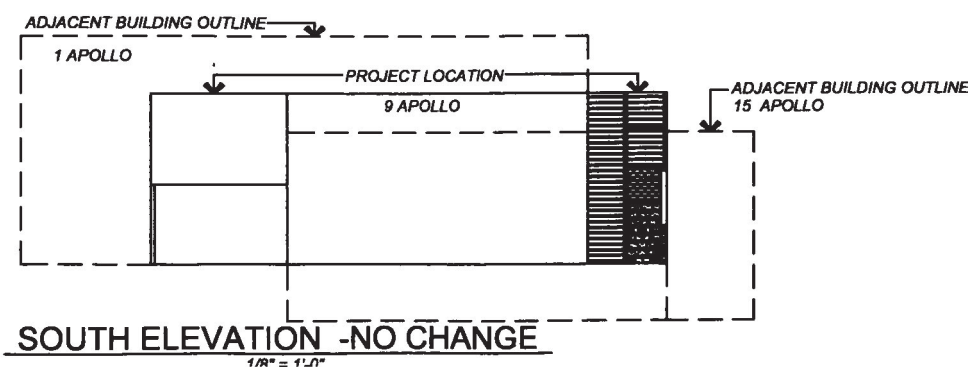
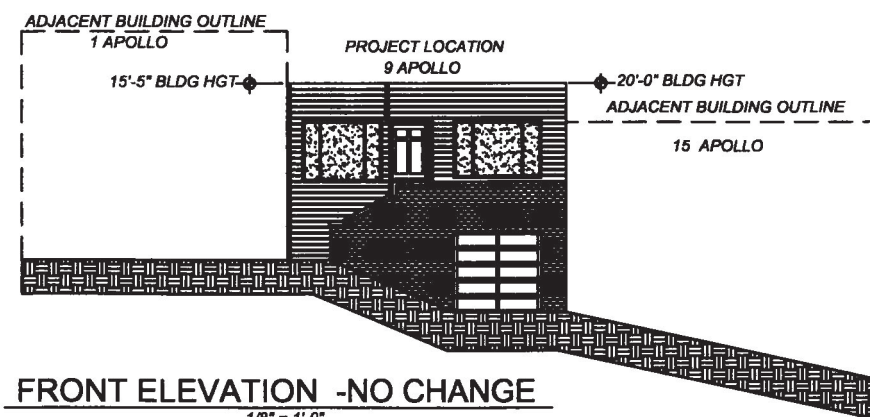
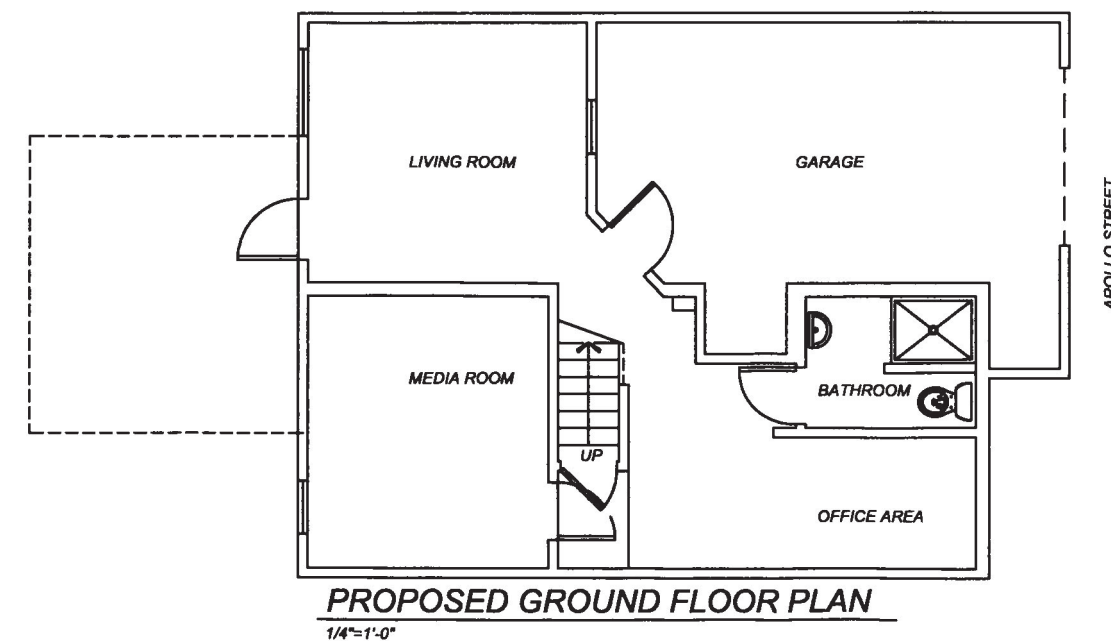
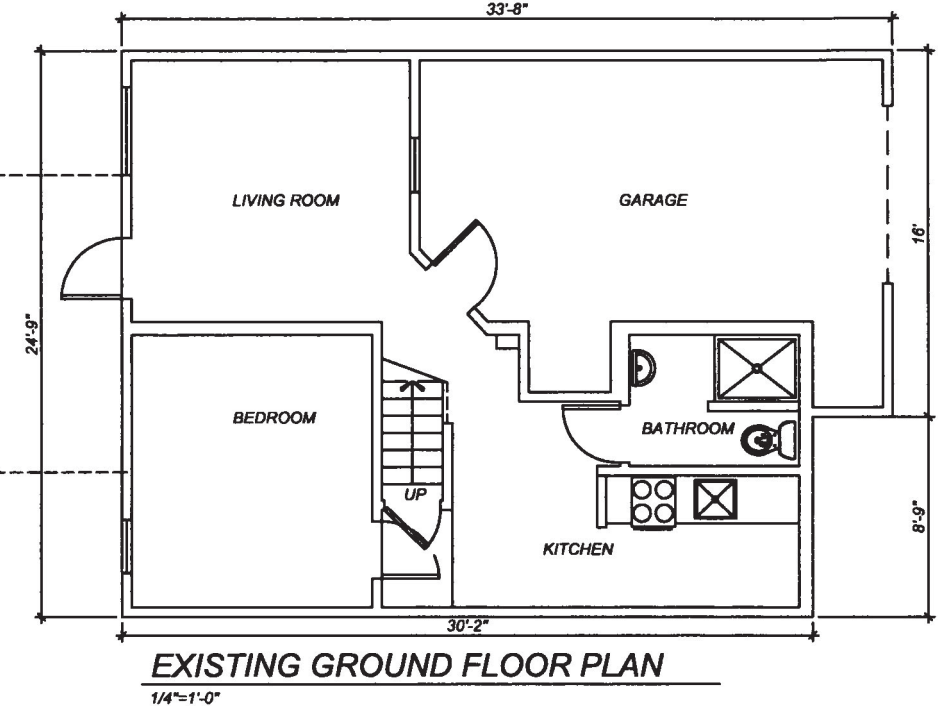
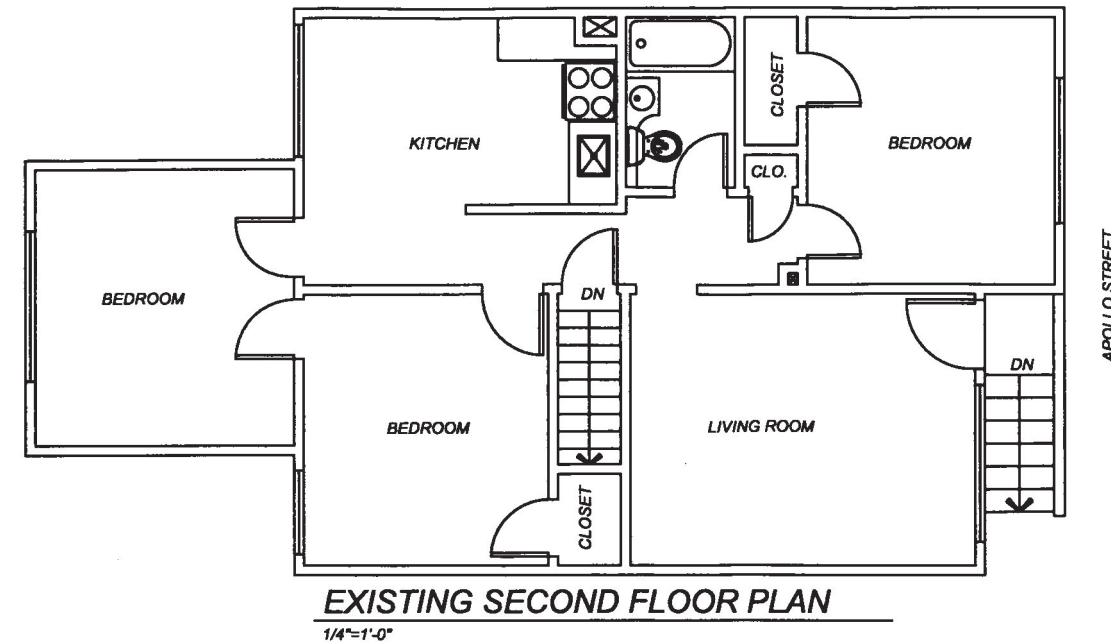




**APPLICATION PLANS**

SUBMITTED ON: 9/14/17

APPLICATION NO.: 2017-01214CUA



**BUILDING DATA:**

OCCUPANCY CLASS: R-3  
CONSTRUCTION TYPE: V-B  
STORIES: 2  
ZONING: RH-1  
BLOCK: 5354  
LOT. NO: 048

SCOPE OF WORK:  
ILLEGAL UNIT REMOVAL AT  
GROUND FLOOR -GARAGE AREA

OWNER:  
QUINTIN DONNELLY  
9 APOLLO STREET  
SAN FRANCISCO, CA 94124  
415 830 1812

REVISION

**Jerry Brown Design**  
619 27th # A Street  
Oakland, CA 94612  
tel.: 415-810-3703  
email: JBDSGN328@gmail.com

PROJECT:

**9 APOLLO STREET**  
ILLEGAL UNIT REMOVAL  
SAN FRANCISCO, CA 94124

SHEET TITLE:  
FLOOR PLANS

Date: 09. 12. 2017

Drawn By: J.B.

SHEET No.  
**A-1**





# SAN FRANCISCO PLANNING DEPARTMENT

## Land Use Information

PROJECT ADDRESS: 9 APOLLO ST  
RECORD NO.: 2017-011214CUA

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

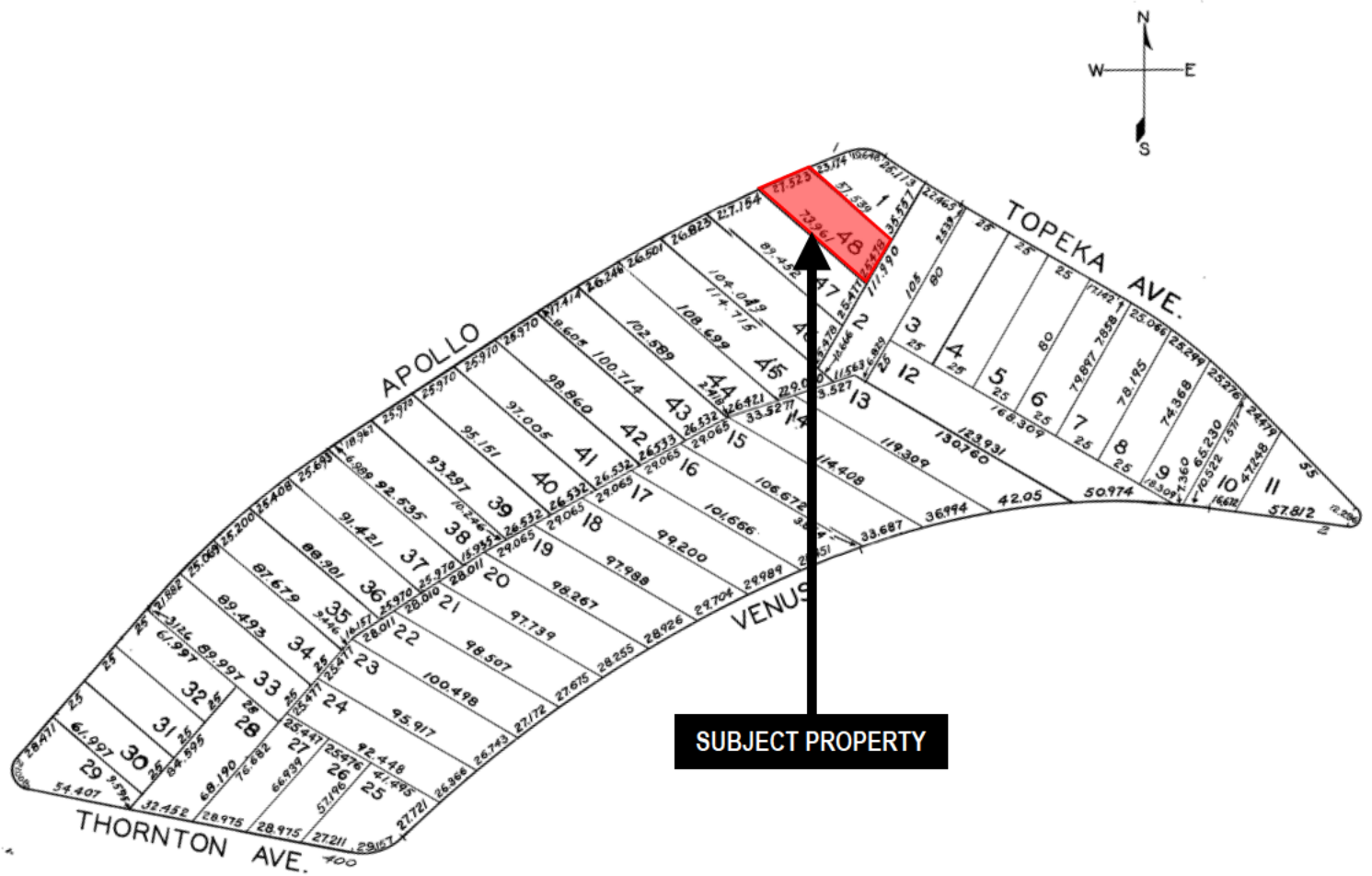
	EXISTING	PROPOSED	NET NEW
<b>GROSS SQUARE FOOTAGE (GSF)</b>			
Parking GSF	+/- 246	+/- 246	0
Residential GSF	+/- 876	+/- 1,356	+ 480
Retail/Commercial GSF			
Office GSF			
Industrial/PDR GSF <i>Production, Distribution, &amp; Repair</i>			
Medical GSF			
Visitor GSF			
CIE GSF			
Usable Open Space			
Public Open Space			
Other			
TOTAL GSF			
	EXISTING	NET NEW	TOTALS
<b>PROJECT FEATURES (Units or Amounts)</b>			
Dwelling Units - Affordable			
Dwelling Units - Market Rate			
Dwelling Units - Total	2	- 1	1
Hotel Rooms			
Number of Buildings	1	0	1
Number of Stories	2	0	2
Parking Spaces	1	0	1
Loading Spaces			
Bicycle Spaces			
Car Share Spaces			
Other			



	EXISTING	PROPOSED	NET NEW
<b>LAND USE - RESIDENTIAL</b>			
Studio Units			
One Bedroom Units	1	0	- 1
Two Bedroom Units			
Three Bedroom (or +) Units	1	1	0
Group Housing - Rooms			
Group Housing - Beds			
SRO Units			
Micro Units			
Accessory Dwelling Units			



# Parcel Map



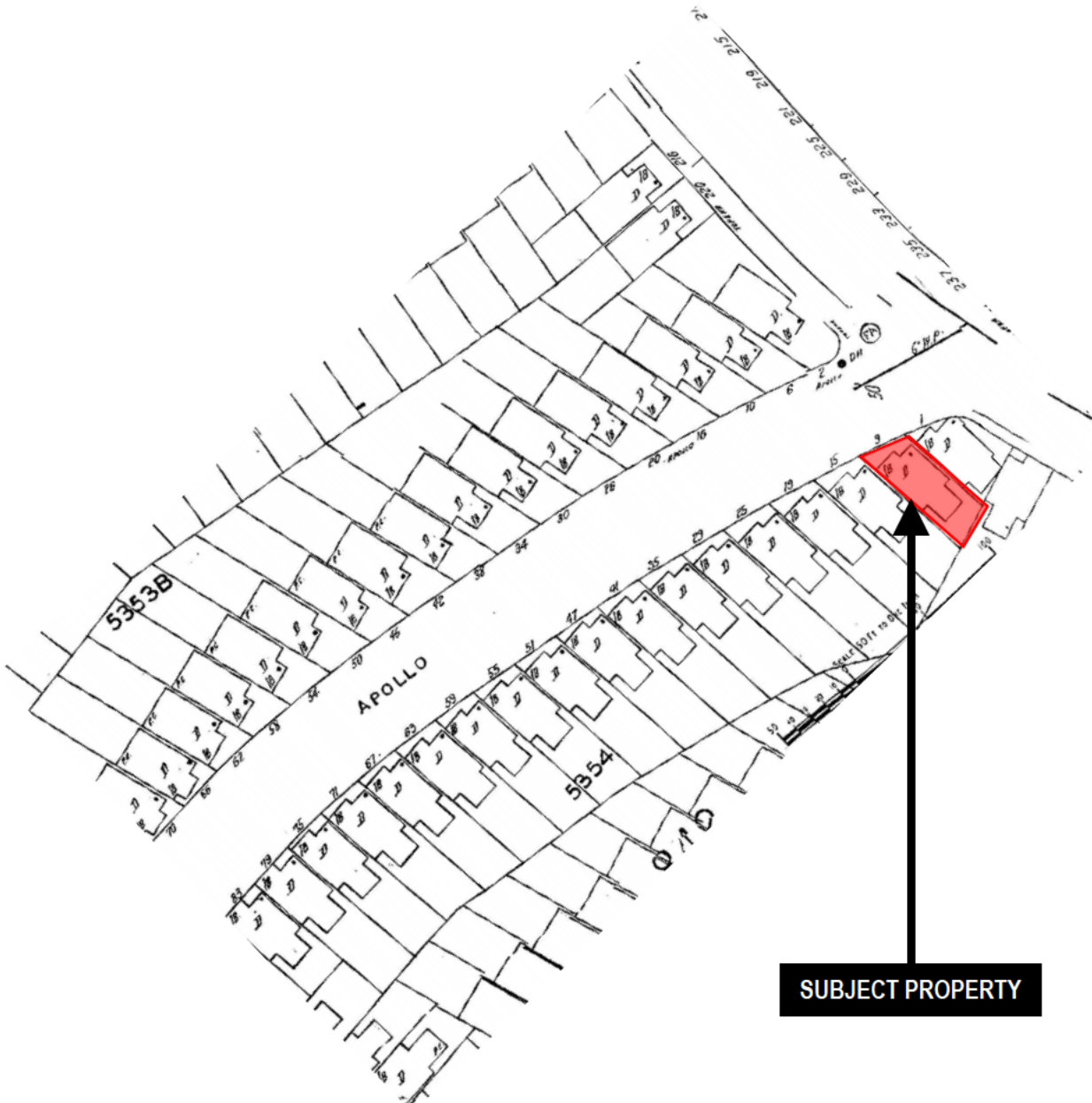
**SUBJECT PROPERTY**



Conditional Use Authorization  
Case Number 2017-011214CUA  
9 Apollo Street



# Sanborn Map\*

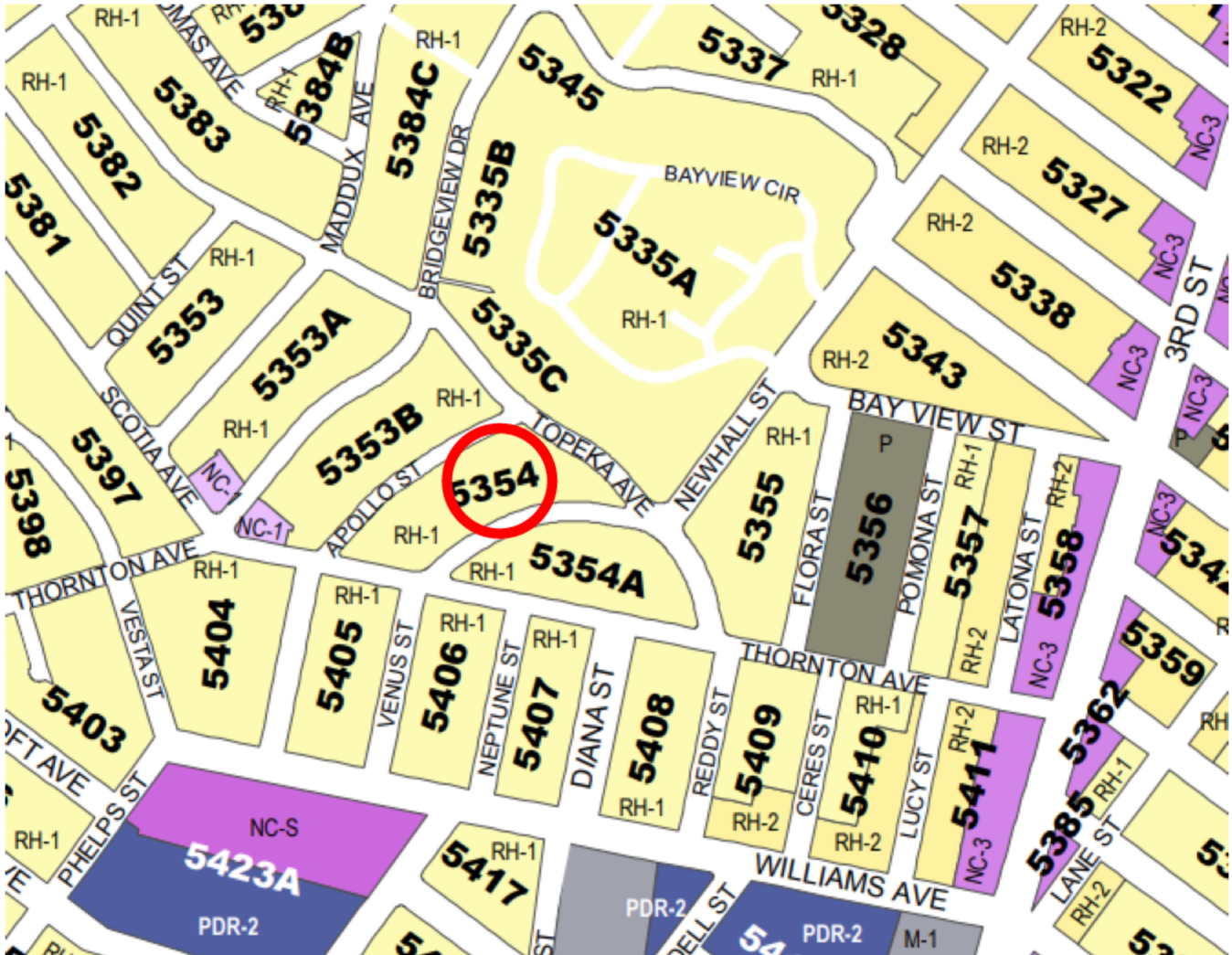


*\*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.*





# Zoning Map



Conditional Use Authorization  
Case Number 2017-011214CUA  
9 Apollo Street



# Aerial Photo



SUBJECT PROPERTY

Conditional Use Authorization  
Case Number 2017-011214CUA  
9 Apollo Street



# Site Photo



**SUBJECT PROPERTY**

Conditional Use Authorization  
Case Number 2017-011214CUA  
9 Apollo Street



## Project Sponsor's Brief and Timeline

Planning Commissioners,

Below is a simplified timeline over the past 3+ years of my family trying to live in the single family home we purchased to live in. When we purchased 9 Apollo, it was in a neglected state, making it affordable for us, but also requiring extensive remodeling. We searched for single family homes located close to our extended family, but excluded several other homes with existing ADUs to avoid having to displace anyone. The illegal ADU we are seeking to demolish would, by professional estimates, cost more than 9 Apollo is currently valued at to bring up to code. The legal representation for the occupant of this illegal ADU, Mr. Gutierrez, has argued and won by summary judgement that the unit can not meet minimum habitability requirements. This legal argument is being used to justify continued occupancy of the illegal ADU, while not paying rent. In the homes current state, the illegal ADU renders the rest of the home unlivable. The illegal ADU currently blocks access to the backyard, garage, and one third of the living space. Without access to the garage, we are also unable to access the water heater, electrical panel, or gas shut off valve. Our goal is to demolish the illegal ADU, and return this single family home to a livable state that is no longer a blight on the neighborhood.

**June 2016** – We ( Quintin and Sandy Donnelly ) purchased 9 Apollo from Auction.com site unseen as a bank owned foreclosure, inspection of the home was not allowed prior to sale. Since we live nearby, we could look in from the exterior windows and verify the home appeared to be vacant, as stated in the auction listing.

### July 2016 –

- After the close of escrow we went to see our new home. Shortly after we entered, Mr. Gutierrez knocked on the front door and stated that he lived downstairs. We told Mr. Gutierrez that we are the new owners and asked to see his rental contract or other proof of tenancy, since 9 Apollo was listed as vacant. He claimed he did not have a rental contract and refused to show any other proof to establish legal tenancy at 9 Apollo.
- Mr. Gutierrez agreed to show us his drivers license ( see appendix A ) as proof of identity. However, we noticed that the address on the license was not 9 Apollo, instead 2963 24th ST. Apt. A San Francisco is listed. Mr. Gutierrez later claimed that he has lived at 9 Apollo since 2009 yet his license was renewed in 2015 with a different address.

### August 2016 –

- While researching eviction we discover the buyout process, “Topic No. 263: Buyout Agreements” and the “Pre-Buyout Disclosure to Tenant” form. Hoping for a quick resolution, we meet with Mr. Gutierrez at 9 Apollo to discuss the process and ask if he is open to a buyout offer. Before I could give the form to him and explain that we are not allowed to discuss a dollar amount, Mr. Gutierrez states he will take \$40,000 to move



out. I ask him to review the form and to fill his name so that we can file the form with the city ( see appendix B ). At this point Mr. Gutierrez becomes openly aggressive and slams his fist against the hood of my car, repeating several times that we should just “Pay me the money, and I’ll move out.” I, with Sandy Donnelly present, repeat that we have to file the form with the city before we can start buyout negotiations. Eventually Mr. Gutierrez agrees to fill out his name on my copy of the form, while he reviews the copy I gave him. Mr. Gutierrez then claims that his spouse and two children also live at 9 Apollo, adding their names to the form. Mr. Gutierrez had not mentioned any other occupants before this, nor had we seen any other persons.

- After several weeks of unreturned phone calls to Mr. Gutierrez, we assumed that a buyout offer was not possible and started exploring other legal options.

**October 2016** – We hired the law firm of Steven Adair MacDonald ( SAMlaw hereafter) to evict Mr. Gutierrez from 9 Apollo as he still had not provided a rental contract or supporting documents after numerous requests.

**November 2016** – I assume payment of the PG&E bill, under the assumption that it will be needed for remodeling work. I have maintained payment of PG&E until the present day.

**November 2016** –

- SAMlaw files an Unlawful Detainer with the San Francisco Superior Court to end Mr. Gutierrez occupancy under a “Termination of License to Occupy” . As Mr. Gutierrez still had not produced any documentation to prove his legal right to occupy at that time.
- During the discovery phase Mr. Gutierrez produced an extremely poor quality copy of a handwritten document he claimed to be a rental agreement. This year ( see November 2019 ), as part of our defense against a lawsuit filed by Mr. Gutierrez against us, we submitted this rental agreement for handwriting analysis. The report ( see appendix C ) states the Mr. Gutierrez forged the signature of Jeff Xu, the previous owner.
- SAMlaw advises us not to accept rent checks from Mr. Gutierrez to avoid legitimizing his tenancy. We inform SAMlaw that Mr. Gutierrez has never attempted to make rent payments.

**February 2017** – I, Quintin Donnelly, start light interior demolition work on the upper floor of 9 Apollo between the hours of 6pm to 8pm on weekdays. Using only hand tools as the electrical wiring appears unsafe or not working in most of the upper floor of 9 Apollo. Mr. Gutierrez complains that I am making excessive noise and violating his right to peace and quiet.

**July 2017** – Lawsuit for Termination of License to Occupy dropped after numerous rounds of negotiations and the mandatory settlement conferences fail. Mounting legal costs prevent us from being able to proceed with a jury trial. Negotiations stall when Mr. Gutierrez and his legal representation would not accept anything less than \$60,000, after starting at \$100,000.



**January 2018** – We begin receiving lien notices at 51 Tucker Ave, our current residence, from the San Francisco Public Utilities Commission and Recology San Francisco Sunset Scavenger. The lien notices are from unpaid utility bills going back to May 2017 at 9 Apollo. Mr. Gutierrez was the only person occupying 9 Apollo, and was therefore responsible for his utility bills, as he had been prior to our purchase in 2016 of 9 Apollo. Over the next several months we discover more unpaid utility bills and liens.

**March 2018** – SF Water Power and Sewer mailed a “Notice of unauthorized water use”. Included in that mailing was a copy of the 03/28/2018 bill for \$190.68 with a previous balance of \$0. I would later be told over the phone by an SF Water Power and Sewer billing agent that this was due to Mr. Gutierrez paying the utility, and then cancelling the water service on Dec 21, 2017.

**June 2018** – Mr. Gutierrez attorney, now David Tschack, advised him to pay the past due bills and reimburse us for liens we had already paid for, totalling roughly \$1200. Follow up calls to the county recorder's office, SF Water Power and Sewer, and Recology confirmed that the accounts were in good standing at that time.

**August 2018** – Karen Uchiyama ( attorney for the Donnellys ) files the second Unlawful Detainer on our behalf against Mr. Gutierrez for failure to pay rent or utilities.

**November 2018** – Stella Zhu, the nextdoor neighbor at 1 Apollo, who shares a common wall with 9 Apollo and full view of the backyard of 9 Apollo gave a statement ( see appendix D ) that includes the following:

- Mr. Gutierrez repeatedly puts his garbage cans in front of 1 Apollo, even after being asked to stop several times.
- Twice a month, Mr. Gutierrez hosts loud parties that last well past 11:00 PM. Ms. Zhu has had to call the police to complain about the noise.
- Mr. Gutierrez uses a welding torch in the confined backyard, where the only point of egress is through 9 Apollo. Since the neighboring homes on all sides share common walls, this poses a risk to all neighboring homes.
- Mr. Gutierrez has three small dogs that Ms. Zhu states are left unattended for several days at a time.
- Ms. Zhu also stated she witnessed two young male children and an adult woman loading a moving van with boxes “6-7 months ago” and not being seen since. Also the Miguel is not seen for several days at a time.

**November 2018** – I, Quintin Donnelly, submit a small claims filing for the previous 12 months worth of PG&E bills for  $\frac{3}{4}$  of the total amount spent during that time.



**November 2018** – THC submits a motion for summary judgement using new arguments. The motion is granted before Karen Uchiyama can respond to the new arguments. An appeal of this summary judgement has been filed, but not yet heard.

**January 9, 2019** – Mr. Gutierrez files a supplemental police report about a claimed breakin at 9 Apollo, several weeks after the event is supposed to have taken place on December 11, 2018. In the police report Mr. Gutierrez states that he can “..speak/read english fairly well.” ( see appendix E )

**January 11, 2019** – We receive notice that Mr. Gutierrez, represented by the Tenderloin Housing Clinic (THC hereafter), had filed a lawsuit against us for \$250,000.

**January 22, 2019** – Mr. Gutierrez shows up to the small claims court with Margaret DeMatteo and Raquel Fox from THC, despite legal representation not being allowed in small claims court. Ms. Fox and Ms. DeMatteo both claim to be translators and are sworn in as such. ( See January 11, 2019 entry wherein Mr. Gutierrez states he can“..speak/read english fairly well.” ) During the proceedings, Mr. Gutierrez does very little speaking, while Ms. Fox and Ms. DeMatteo proceed to make a legal argument to include the small claims filing with their lawsuit against us.

**November 2019** – Mr. Gutierrez and THC agree to a \$47,000 no fault settlement from our insurance company, Safeco Insurance, for the lawsuit filed on January 11, 2019.

**December 2019** – We receive another delinquent bill notice from Recology of San Francisco for non-payment of garbage services from Mr. Gutierrez-Juarez in the amount of \$137.72 for services from 7/1/2019 to 10/31/2019. If payment is not made immediately, a lien will be filed on 1/15/2020.



Appendix A

**CALIFORNIA** USA **DRIVER LICENSE**

**FEDERAL LIMITS APPLY CLASS C END NONE**

**EXP 07/22/2019**

**LN GUTIERREZ-JUAREZ**

**FN MIGUEL ANGEL**

**2963 24TH ST APT A**

**SAN FRANCISCO, CA 94110**

**RSTR NONE**

**SEX M HAIR BLK EYES BRN**

**HGT 5'-07" WGT 170 lb**

**ISS**

**6254 (c)**

**6254 (c)**

**6254 (c)**

**6254 (c)**

**6254 (c)**

**6254 (c)**



## Appendix B



### San Francisco Residential Rent Stabilization and Arbitration Board

#### INSTRUCTIONS

- (1) The landlord must provide all of the requested information and file this Declaration at the Rent Board prior to commencing Buyout Negotiations with the tenant.
- (2) Only one rental unit may be included on each Declaration form, but more than one tenant in the unit can be listed on the same form.

Rent Board Date Stamp

#### Declaration of Landlord Regarding Service of Pre-Buyout Negotiations Disclosure Form

- (1) The address of the rental unit that may be the subject of Buyout Negotiations:

Tenant's Address: Street Number 9 Street Name Apollo Unit Number \_\_\_\_\_ City San Francisco State CA Zip Code 94124

- (2) The landlord's name, business address, business email address and business telephone number:

Landlord's Name Quinton Donnelly

Business Address: Street Number \_\_\_\_\_ Street Name \_\_\_\_\_ Unit Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone Number \_\_\_\_\_

Business Email Address \_\_\_\_\_

- (3) The name of each tenant with whom the landlord intends to enter into Buyout Negotiations at the above address:

MIGUEL  
First Name (Tenant)

Middle Initial \_\_\_\_\_

GUTIERREZ  
Last Name

ANITA  
First Name (Tenant)

Middle Initial \_\_\_\_\_

SANCHEZ  
Last Name

DIEGO  
First Name (Tenant)

Middle Initial \_\_\_\_\_

GUTIERREZ  
Last Name

MIGUEL

GUTIERREZ JR

#### DECLARATION OF LANDLORD

I declare under penalty of perjury under the laws of the State of California that the landlord provided each tenant listed above with the Pre-Buyout Negotiations Disclosure Form required by Ordinance Section 37.9E(d) prior to commencing Buyout Negotiations.

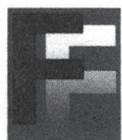
Print Landlord's Name Here

Landlord's Signature

Date



## Appendix C



F I S H E R F O R E N S I C

D O C U M E N T L A B O R A T O R Y , I N C .

M. PATRICIA FISHER, DIPLOMATE – BOARD OF FORENSIC DOCUMENT EXAMINERS

October 3, 2019

Vicky W. Chan, Esq.  
Demler, Armstrong & Rowland, LLP  
601 California Street, Suite 704  
San Francisco, CA 94108

**RE: Miguel Angel Gutierrez-Juarez v. Quinton Donnelly, et al.**  
**San Francisco County Superior Court Case No. CGC-19-572714**

Dear Ms. Chan:

At your request, I examined a copy of a questioned "Contract of Rent" dated "11-20-?" The year and part of the signature of the previous owner Jeff Kawei Xu are cut off of the copy. You said that this was the copy you received from Plaintiff. The document contains the questioned printing and signature of Mr. Xu. You wanted to know whether Mr. Xu signed his name on this document and whether or not the document was written by Plaintiff if the signature of Mr. Xu was not genuine. A copy of the rent contract is attached as Exhibit A. As the writing was difficult to read from the copy you provided, I scanned it into Adobe Photoshop and lightened the document to see the writing more clearly.

For comparison, you provided a known signature of Mr. Xu on a Deed of Trust filed with the San Francisco Assessor-Recorders Office on July 28, 2011. A copy of this Deed is attached as Exhibit B.

You also provided known signatures and writings of Plaintiff. As there are other writings on some of the documents, the known signatures and printing of Plaintiff are marked or circled with a highlighter. These documents are attached as Exhibit C.

To conduct this examination, I first compared the known signature of Mr. Xu to the questioned signature. As I found nothing in common between the known and questioned signatures, I determined that Mr. Xu did not sign Exhibit A. I also observed that the name "JEEF" (sic) is



## Appendix C

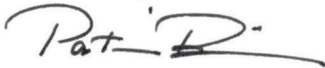
RE: Miguel Angel Gutierrez-Juarez v. Quinton Donnelly, et al.  
San Francisco County Superior Court Case No. CGC-19-572714/Report for Mediation  
Fisher Forensic Document Laboratory, Inc.  
October 3, 2019

misspelled and the last name contains a printed "X" rather than a cursive "X" found in the known signature.

I then compared the known printing of Plaintiff to the printing in the body of Exhibit A as well as the printed names below the signatures. Based on this examination, I identified the known handwriting characteristics of Plaintiff that are present in Exhibit A, most notably in the two printed names of Miguel Gutierrez and in the signature of Mr. Xu. As a result, my opinion is that it is highly probable that Plaintiff wrote Exhibit A and printed the signature of Mr. Xu. It also follows that if Mr. Xu did not sign his name on Exhibit A that he did not write it.

If called upon to testify in this matter, I will demonstrate the basis for my opinions. A current Statement of Qualifications is attached as Exhibit D.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Fisher", with a stylized flourish at the end.

M. Patricia Fisher  
Diplomate, Board of Forensic Document Examiners

**FULL REPORT OMITTED FOR LENGTH. AVAILABLE UPON REQUEST**



## Appendix D

1 My name is Stella ~~Hsu~~ *Zhu*

2 I have lived at 1 Apollo Street for 23 years with my Mother and other family members.

3 Miguel regularly puts his garbage cans in front of my house blocking my garage door. I  
4 have asked him several times not to, but he continues to put his garbage cans in front of my  
5 house.

6 About 6-7 months ago, I saw Miguel, two young male children and an adult woman that I  
7 believe is Miguel's wife, loading several moving boxes and other furniture into a moving van. I  
8 believe Miguel's wife and children were moving out of the lower unit at that time. I no longer see  
9 Miguel's children as regularly as I used too. Sometimes I do not see Miguel for several days at a  
10 time.

11 About twice a month, Miguel has loud parties on the weekend that last past 11 o'clock at  
12 night. We have had to call the police multiple times to complain about the noise.

13 The three dogs that are kept in the backyard often bark for hours when they are locked  
14 outside. I think the dogs are sometimes left unattended for several days at a time.

15 From my back windows I have seen Miguel using power tools in the backyard that create  
16 sparks, he also uses a welding torch with a large flame. I am very concerned that Miguel will  
17 start a fire because the backyard is very small and the houses are so close together.

18 I declare under penalty of perjury under the laws of the state of California that the  
19 foregoing is true and correct. Executed this 1<sup>st</sup> of November, 2018 in San Francisco, California

20  
21  
22  
23  
24  
25  
26  
27  
28  
  
Stella ~~Hsu~~ *Zhu*



## Appendix E

Miguel Gutierrez  
9 Apollo Street  
San Francisco, CA 94124

January 2, 2019

San Francisco Police Department  
Bayview Police Station  
201 Williams Ave  
San Francisco, CA 94124

To Whom It May Concern:

I am the victim of a burglary that occurred at my home on December 11, 2018 at around 1:30 pm (Case #180933410). I was informed via my attorney Margaret DeMatteo (she received a call from the officer involved just prior to the holidays) that this incident was not assigned to a detective/investigator due to a lack of information at the time of the break in. He instructed her to have me submit a supplemental report to the Bayview Police Station with any additional information I have.

Attached hereto is an itemized list of the personal property that was stolen during the burglary (to the best of my knowledge). It is my understanding that a stolen vehicle was used to commit the burglary, and that the vehicle was recovered. If any of my belongings were recovered as well, I would like them returned to me as soon as possible. As you can see, my tools were quite valuable, and my family lost everything we had just before Christmas.

Additionally, my neighbors captured the burglary on their security camera and have a copy of the footage. My neighbors contact information is: Eric Davis  
[REDACTED]

Finally, you should be aware that my landlords have been trying to evict me for two years, and I have defeated each of their eviction attempts in court. I have been harassed by them since they purchased the property in 2016. My landlords were aware that my garage door was not secure as it had a hole in it for the past two years, and they refused to fix it. Attached is a photo of the door prior to the break in. Suddenly, they scheduled a contractor to look at the garage door for replacement...but he came just two days after the burglary took place. I cannot be certain, but I would not be surprised if they were behind the burglary in an effort to get me to move out.

If you have any questions, you can contact my attorney, Margaret DeMatteo at 415-690-6499. My cell is [REDACTED]. I speak Spanish but understand and can speak/read English fairly well.

Date: January 2, 2018

Miguel Gutierrez aka Miguel Angel Gutierrez-Juarez

{00067314;1}





# SAN FRANCISCO PLANNING DEPARTMENT

## Planning Department Request for Eviction History Documentation

(Date) 12/4/19

ATTN: Van Lam  
Rent Stabilization and Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102-6033

RE: Address of Permit Work: 9 Apollo Street  
Assessor's Block/Lot: 5354/048  
BPA # / Case #: 2017-011214CUA

### Project Type

- ☒ Merger – Planning Code Section 317
- ☐ Enlargement / Alteration / Reconstruction – Planning Code Section 181
- ☐ Legalization of Existing Dwelling Unit – Planning Code Section 207.3
- ☐ Accessory Dwelling Unit Planning – Planning Code Section 207(c)(4)

Pursuant to the Planning Code Section indicated above, please provide information from the Rent Board's records regarding possible evictions at the above referenced unit(s) on or after:

- ☒ 12/10/13: for projects subject to Planning code 317(e)4 or 181(c)3  
(Search records for eviction notices under 37.9(a)(8) through (14))
- ☐ 3/13/14: for projects subject to Planning Code Section 207.3  
(Search records for evictions notices under 37.9(a)(8) through (14))
- ☐ 10 years prior to the following date: \_\_\_\_\_  
(Search records for eviction notices under 37.9(a)(9) through (14) (10 years) and under 37.9(a)(8) (5 years))

Sincerely,

Planner

Natalia Kwiatkowska

Digitally signed by Natalia  
Kwiatkowska  
Date: 2019.12.04  
12:12:26 -08'00'

cc: Jennifer Rakowski- Rent Board Supervisor

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377



## Rent Board Response to Request from Planning Department for Eviction History Documentation

Re: 9 Apollo St.

This confirms that the undersigned employee of the San Francisco Rent Board has reviewed its records pertaining to the above-referenced unit(s) to determine whether there is any evidence of evictions on or after the date specified. All searches are based upon the street addresses provided.

No related eviction notices were filed at the Rent Board after:

- ☐ 12/10/13
- ☐ 03/13/14
- ☐ 10 years prior to the following date: \_\_\_\_\_

Yes, an eviction notice was filed at the Rent Board after:

- ☒ 12/10/13
- ☐ 03/13/14
- ☐ 10 years prior to the following date: \_\_\_\_\_
  - o See attached documents.

There are no other Rent Board records evidencing an eviction after:

- ☐ 12/10/13
- ☐ 03/13/14
- ☐ 10 years prior to the following date: \_\_\_\_\_

Yes, there are other Rent Board records evidencing a an eviction after:

- ☒ 12/10/13
- ☐ 03/13/14
- ☐ 10 years prior to the following date: \_\_\_\_\_
  - o See attached documents.

Signed:



Dated:

12-4-19

Van Lam

Citizens Complaint Officer

The Rent Board is the originating custodian of these records; the applicability of these records to Planning permit decisions resides with the Planning Department.



## 12/4/2019

## Eviction Screens

Move-in Date: 2009

[illegible]





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

**Action Log  
Petition # E151630  
9 Apollo Street**

Date	Action	By
7/21/15	Filed	Berni Lee
7/22/15	Sent to Screener	Berni Lee
7/24/15	Notice of Receipt Sent to LL	Aaron Morrison
8/ 3/15	LL filed response to receipt of report of AWE.- forwarded to Aaron	Jennifer Rakowski
8/27/15	Property Manager copy of AWE returned, not deliverable as addressed.	Jennifer Rakowski
8/31/15	LL Response Sent to T	Aaron Morrison
10/ 8/15	File placed in box in Supervisor's office for eviction monitoring	Aaron Morrison
12/28/15	Case assigned to Ben to send out eviction monitoring form	Jennifer Rakowski
12/29/15	Evict.Monit.Form Sent to T	Ben Ng
2/ 8/16	No response to eviction monitoring form, case in "closed" files. PETITION CLOSED.	Ben Ng
6/22/18	Made copy of the entire file for David T. Chack/415-771-9850x1116, left a voice message	Kyle Dang
6/22/18	File back to drawer	Kyle Dang
5/ 7/19	Made copy of the entire file for Vicky Chan/415-949-1900, left a voice message	Kyle Dang



# Eviction Report Tracker

Case # **E151630** File Date **7/21/15** Assigned on **7/22/15** Assigned to **Ben Ng** Status **Petition Closed**

Name (First, MI, Last)	Primary Phone	Other Phone	Role	Active
Miguel Guterrez	(415) 240-3198		Tenant Petitioner	<input checked="" type="radio"/> Yes <input type="radio"/> No
Leticia Arce	(415) 487-9203		Tenant Non-Attorney Rep	<input checked="" type="radio"/> Yes <input type="radio"/> No
Reuben D. Kim	(949) 252-9400		Landlord Attorney	<input checked="" type="radio"/> Yes <input type="radio"/> No
Aileen Pila			Property Manager	<input checked="" type="radio"/> Yes <input type="radio"/> No
				<input type="radio"/> Yes <input type="radio"/> No

## Just Causes

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Non-payment of Rent                 | <input type="checkbox"/> Relative Move In           | <input type="checkbox"/> Master Tenant Living in Same Unit |
| <input type="checkbox"/> Habitual Late Payment of Rent       | <input type="checkbox"/> Condo Conversion           | <input type="checkbox"/> Owner Living in Same Unit         |
| <input type="checkbox"/> Breach of Lease Agreement           | <input type="checkbox"/> Demolition                 | <input type="checkbox"/> Foreclosure                       |
| <input type="checkbox"/> Nuisance                            | <input type="checkbox"/> Removal from Housing Use   | <input type="checkbox"/> Section 8                         |
| <input type="checkbox"/> Illegal Use of Unit                 | <input type="checkbox"/> Capital Improvement        | <input type="checkbox"/> Sale of property                  |
| <input type="checkbox"/> Failure to Sign Lease Renewal       | <input type="checkbox"/> Substantial Rehabilitation | <input type="checkbox"/> No Just Cause                     |
| <input checked="" type="checkbox"/> Denial of Access to Unit | <input type="checkbox"/> Ellis Act Withdrawal       | <input checked="" type="checkbox"/> No Advice Clause       |
| <input type="checkbox"/> Unapproved Subtenant                | <input type="checkbox"/> Lead Remediation           | <input type="checkbox"/> Retaliation                       |
| <input type="checkbox"/> Owner Move In                       | <input type="checkbox"/> Development Agreement      | <input type="checkbox"/> Oral Notice                       |
|  | <input type="checkbox"/> Other                      | <input type="checkbox"/> Good Samaritan Tenancy Ends       |

## Attachment Sheet

Tenant petitioner Miguel Gutierrez reports receipt of a three-day notice to quit, alleging that he failed to provide reasonable access to the unit after service of proper notice. The tenant denies this allegation and asserts that he never received any 24 hour written notice of entry.





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客之權利。  
如果您需要協助來了解本項公告，  
請致電 415-252-4602。

**EVICTON MONITORING FORM**

**TO:**

Miguel Guterrez  
9 Apollo Street #lower  
San Francisco, CA 94124  
(Tenant Petitioner)

Leticia Arce  
Causa Justa: Just Cause  
2301 Mission Street, Ste 201  
San Francisco, CA 94110  
(Tenant Non-Attorney Rep)

**FROM:** Ben Ng, Eviction Unit (252-4602)

**DATE:** 12/29/2015

**CASE NO:** E151630

**PROPERTY:** 9 Apollo Street #lower

Please bring us up-to-date by checking the appropriate statement below and writing a description of the current status of your eviction case. Your prompt and **complete** response will aid us in evaluating your case and assist us in taking further action, if necessary. **Please return this form, and include a copy of any correspondence from your landlord.**

- ☐ The case has been settled and the landlord has not proceeded with an eviction.
- ☐ I have moved or am moving. If a settlement was reached please describe the terms of the settlement below or on a separate sheet of paper.
- ☐ The landlord has filed an Unlawful Detainer (eviction) lawsuit against me.

The case will go to court on: \_\_\_\_\_

The court case number is: \_\_\_\_\_

- ☐ Some issues remain unsettled. I would like your further help, as described below.

**COMMENTS (add additional pages, if necessary):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

Date: 7/24/15

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客之權利。如果您需要協助來了解本項公告，請致電 415-252-4602。

**Notice of Receipt of Report Of Alleged Wrongful Eviction**

**IN RE: 9 APOLLO STREET #LOWER  
CASE NO. E161630**

Miguel Gutierrez  
9 Apollo Street #lower  
San Francisco, CA 94124  
(Tenant Petitioner)

Leticia Arca  
Causa Justa: Just Cause  
2301 Mission Street, Ste 201  
San Francisco, CA 94110  
(Tenant Non-Attorney Rep)

Reuben D. Kim  
2112 Business Center Drive, 2nd flr  
Irvine, CA 92612  
(Landlord Attorney)

Aileen Pila  
1151 Harbor Bay Parkway, Ste 208A  
Alameda, CA 94502  
(Property Manager)

This notice acknowledges receipt of a Report of Alleged Wrongful Eviction.

Under the San Francisco Residential Rent Stabilization and Arbitration Ordinance landlords are required, when they are attempting to evict a tenant, to state a reason for the eviction. The reason must be one of the sixteen (16) "just causes" stated in the Ordinance. The notice to vacate must be in writing, state the grounds under which possession is sought, and that advice regarding the notice to vacate is available from the Residential Rent Stabilization and Arbitration Board.

**This Report of Alleged Wrongful Eviction indicates that:**

*The tenant denies the allegations contained in the eviction notice and the tenant alleges the landowner is seeking possession in bad faith.*

**LANDLORD:** Please complete the enclosed form(s) and return within seven (7) days of receipt of this notice.

**WARNING TO LANDLORD:**

Whenever the landlord seeks to recover, or actually recovers, possession of a rental unit in violation of the Rent Ordinance, that landlord may be found guilty of a misdemeanor, and the tenant, or the Rent Board, may bring a civil action (lawsuit) for an injunction or treble damages (money), or both, and attorney fees. If the landlord is found guilty of a misdemeanor, he may be punished by a fine of not more than \$2000 or by imprisonment in the County jail for a period of not more than six months, or both.

**WARNING TO TENANT:**

If the landlord is seeking to evict you, he must give written notice. Additionally, the notice must contain a "just cause" for the eviction. Furthermore, if you do not vacate at the end of the notice period, the landlord must start an Unlawful Detainer Action against you in order to remove you from the rental unit. A copy of the Unlawful Detainer Complaint and Summons must be served on the tenant, after which the tenant has the right, and the opportunity, to file a response within 5 days. The case will be set for a hearing at which time the tenant can present defense. If a response is not filed, the landlord may obtain a default. Only after this hearing, if the tenant loses, can the Court order that the tenant vacate the rental unit. If the Court orders the tenant to vacate, the Sheriff may evict him or her. **IT IS STRONGLY RECOMMENDED THAT THE TENANT SEEK LEGAL ASSISTANCE IN DEFENDING ANY EVICTION PROCEEDING.**

*If you have any questions regarding this case, please contact Aaron Morrison at 252-4611.  
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

Date:

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客之權利。  
如果您需要協助來了解本項公告，  
請致電 415-252-4602。

**ATTACHMENT**

**IN RE: 9 APOLLO STREET #LOWER  
CASE NO. E151630**

Tenant petitioner Miguel Gutierrez reports receipt of a three-day notice to quit, alleging that he failed to provide reasonable access to the unit after service of proper notice. The tenant denies this allegation and asserts that he never received any 24 hour written notice of entry.





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

Date: 7/24/15

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客之權利。如果您需要協助來了解本項公告，請致電 415-252-4602。

**Response to Receipt of Report Of Alleged Wrongful Eviction**

**IN RE: 9 APOLLO STREET #LOWER  
CASE NO. E151630**

Miguel Guterrez  
9 Apollo Street #lower  
San Francisco, CA 94124  
(Tenant Petitioner)

Leticia Arce  
Causa Justa: Just Cause  
2301 Mission Street, Ste 201  
San Francisco, CA 94110  
(Tenant Non-Attorney Rep)

Reuben D. Kim  
2112 Business Center Drive, 2nd flr  
Irvine, CA 92612  
(Landlord Attorney)

Aileen Pila  
1151 Harbor Bay Parkway, Ste 208A  
Alameda, CA 94502  
(Property Manager)

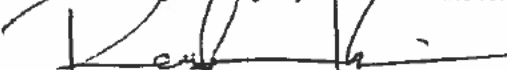
1. I agree ☐ or disagree ☒ with the allegations contained in the Notice of Receipt of Report of Alleged Wrongful Eviction for the following reasons (continue on separate sheet if necessary):

Please see ATTACHMENT.

2. The Rent Ordinance requires under §37.9(c) that a landlord shall not endeavor to recover possession of a rental unit unless at least one of the grounds enumerated in Section 37.9(a) or (b) is the landlord's dominant motive for recovering possession and that the landlord informs the tenant in writing on or before the date upon which notice to vacate is given of the ground upon which possession is sought.

**Please sign, date and return the following affidavit:**

*I hereby declare under penalty of perjury under the laws of the State of California that the ground stated in the Notice to Vacate is my dominant motive for seeking recovery of possession of the rental unit.*

  
(signature of landlord) Attorney for Plaintiff

Reuben D. Kim, Esq. / SBN 284047  
(print name)

Executed on July 31, 2015, at Irvine, California  
(date) (city and state)

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you.  
Due Date: 8/6/2015

If you wish us to contact your attorney or other designated agent/representative regarding this case, please so indicate by providing his/her address below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If you have any questions regarding this case, please contact Aaron Morrison at 252-4611.  
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*



Response to Receipt of Report of Alleged Wrongful Eviction (ATTACHMENT)

In Re: 9 Apollo Street #Lower

Case No. E151630

1. I disagree with the allegations contained in the Notice of Receipt of Report of Alleged Wrongful Eviction for the following reasons:

A Notice of Change of Ownership was served via process server on or about March 20, 2013. A true and correct copy of this Notice is attached as Exhibit 1.

The agent, Aileen Pila, posted Notices of Inspection to the lower/garage unit on January 29, 2015, January 30, 2015 and February 5, 2015. Photos of at least two of the postings completed by the agent are attached as Exhibit 2. The occupant responded to the posting on February 5, 2015 by contacting the agent to inform her he was going to consult his attorney.

The agent received no further communications from the occupant or his attorney until the week of July 20, 2015, when the occupant received the Three Day Notice to Cure or Quit which was served via process server on July 16, 2015. A true and correct copy of the Notice is attached as Exhibit 3.



# **EXHIBIT 1**



**NOTICE TO ANY RENTERS RESIDING AT:**

**9 APOLLO STREET "GARAGE UNIT"  
SAN FRANCISCO, CA 94124**

**NOTICE UNDER SAN FRANCISCO ADMINISTRATIVE CODE SECTION 37.9D.**

**The person or entity named below obtained title through foreclosure to the property in which you reside, on: (Sale Date).**

**You are hereby advised that under San Francisco Administrative Code Section 37.9 you may not be evicted from the rental unit in which you reside unless the landlord has a just cause for eviction under Section 37.9(a) of the San Francisco Administrative Code.**

**Additional information on your tenant rights under this ordinance is available from the San Francisco Residential Rent Stabilization and Arbitration Board, 25 Van Ness Avenue, San Francisco, California, telephone number (415) 252-4602.**

**Name of lender and contact telephone number: Reuben D. Kim, Attorney for FEDERAL NATIONAL MORTGAGE ASSOCIATION, owner – (949) 252-9400.**



Our File No. MC116113

**NOTICE OF CHANGE OF OWNERSHIP, DEMAND FOR INFORMATION AND  
ACCESS TO PREMISES**

Served and Mailed

**TO: MIGUEL GUTIERREZ, ALL TENANTS, SUBTENANTS, AND ALL OTHER  
OCCUPANTS IN POSSESSION OF**

**THE SUBJECT PREMISES: 9 APOLLO STREET "GARAGE UNIT"  
SAN FRANCISCO, CA 94124**

**NOTICE IS HEREBY GIVEN THAT FEDERAL NATIONAL MORTGAGE  
ASSOCIATION ("New Owner") purchased the above-referenced real property you  
occupy (hereafter, the "Property") at a non-judicial foreclosure sale held on January 8,  
2013. A true and correct copy of the recorded Trustee's Deed Upon Sale is attached  
hereto as Exhibit "1." DEMAND IS HEREBY MADE that all occupants claiming a valid  
tenancy in the subject property perform each of the following acts within SEVEN (7)  
days from the date of the Notice:**

- 1. Provide to the undersigned at MALCOLM CISNEROS, A Law Corporation,  
2112 Business Center Drive, Second Floor, Irvine, California 92612, attorney  
for New Owner: (a) a copy of a government-issued identification card and at  
least one utility bill showing your name; and (b) a copy of the lease or rental  
agreement, if any, by which you claim to have a right to occupy the Property.  
If you do not have a written lease or rental agreement, please provide a  
written explanation of the terms of any lease or rental agreement, by which  
you claim to have a right to occupy the Property, including without limitation,  
the date you entered into the agreement, the term of the agreement, the  
amount of monthly rent which you are obligated to pay under the agreement,  
and the name of all parties who entered into the agreement.**
- 2. Enter into a written extension or renewal of your rental agreement for a further  
term of like duration with similar provisions and in such similar terms with the  
new owner.**
- 3. Provide to the undersigned at the above address proof of any and all rental  
payments you have made since January 28, 2013 (the date of the Trustee's  
Deed Upon Sale), including without limitation, cancelled checks, rent  
receipts, etc., including proof of the security deposit, if any, paid to the prior  
landlord.**



Provide New Owner and/or its agent access to the Property for inspection purposes. Contact, Aileen Pila, agent for New Owner at (510) 764-1866 to arrange for access to the Property.

**IN THE EVENT YOU FAIL TO COMPLY WITH THESE DEMANDS, MALCOLM ♦ CISNEROS SHALL EXERCISE ANY AND ALL AVAILABLE LEGAL REMEDIES.**

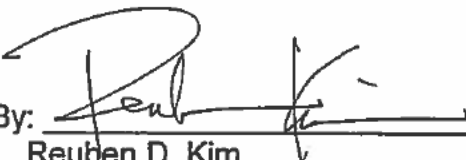
This Notice is authorized pursuant to the provisions of Section 1161(2) of the California Code of Civil Procedure and Section 37.9(a) of the Just Cause Ordinance of the San Francisco Administrative Code. Information and advice is available from the City of San Francisco Residential Rent Stabilization and Arbitration Board, 25 Van Ness Avenue, San Francisco, California.

A copy of this notice has also been sent to the San Francisco Rent Board pursuant to Section 37.9(a) of the Just Cause Ordinance of the San Francisco Administrative Code.

If you have any questions regarding this Notice, please direct your inquiry to Reuben D. Kim, attorney for New Owner, at (949) 252-9400.

DATED: March 19, 2013

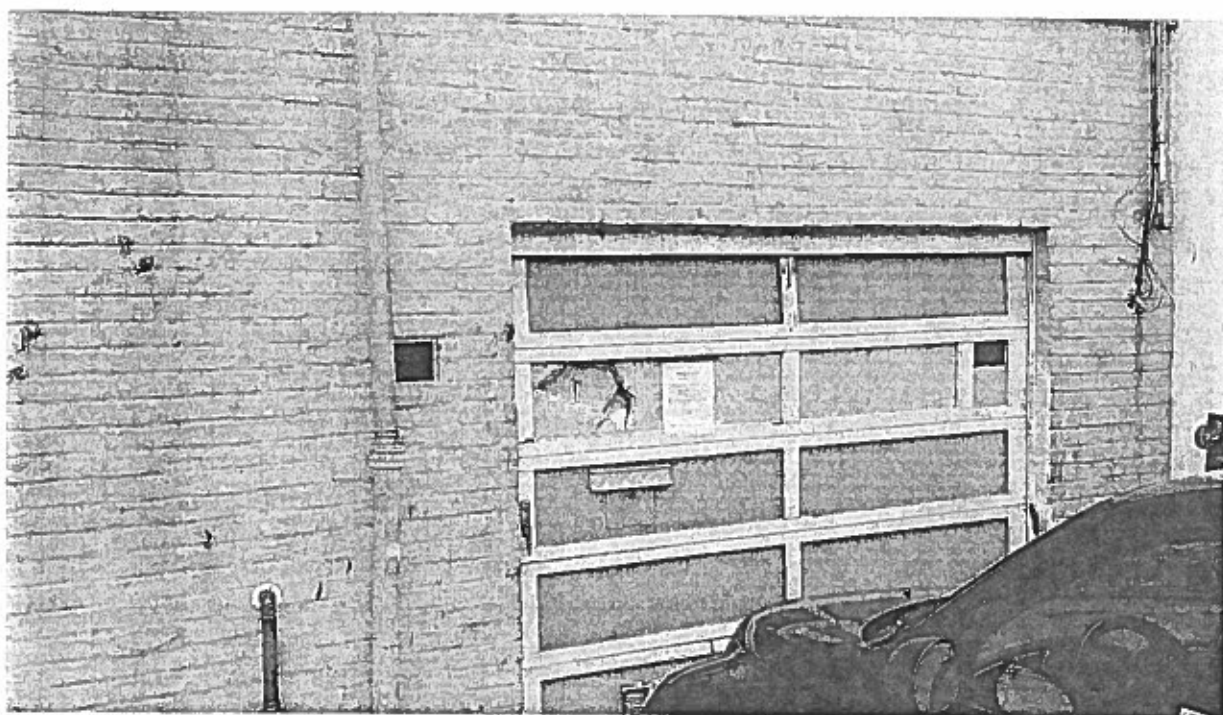
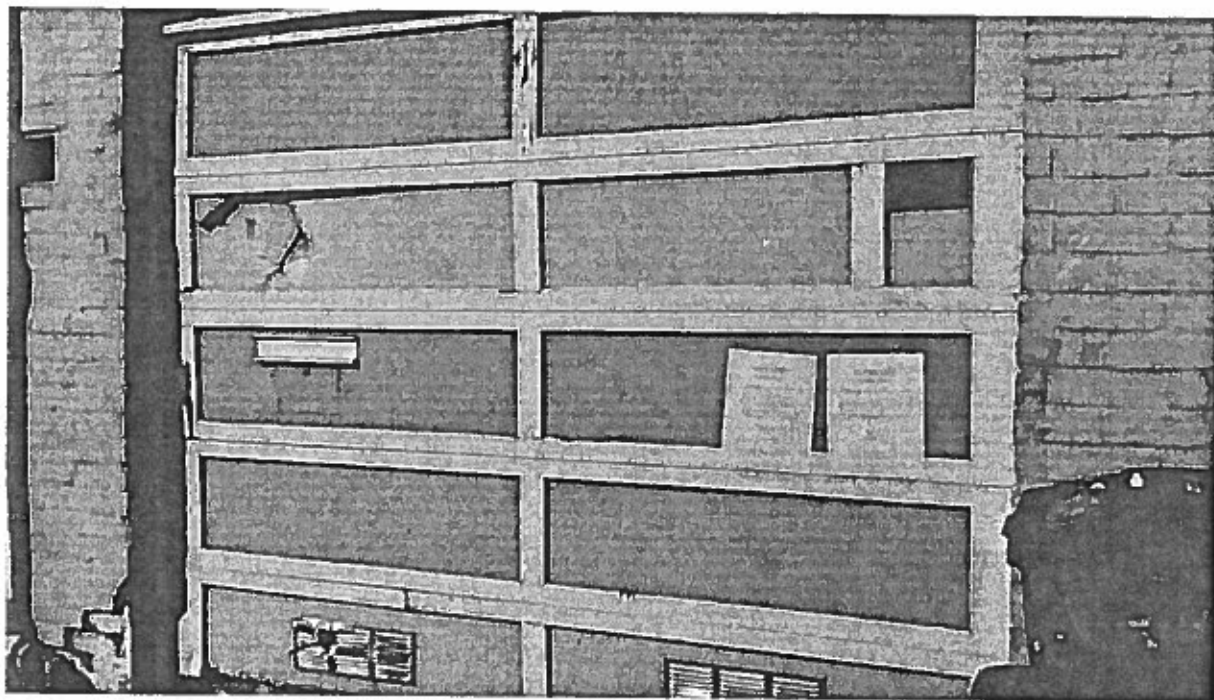
FEDERAL NATIONAL MORTGAGE  
ASSOCIATION, New Owner

By:   
Reuben D. Kim,  
Attorney for FEDERAL NATIONAL  
MORTGAGE ASSOCIATION, New Owner  
MALCOLM ♦ CISNEROS  
A LAW CORPORATION  
2112 Business Center Drive  
Second Floor  
Irvine, CA 92612  
949.252.9400 (telephone)  
949.252.1032 (facsimile)  
Rkim@mclaw.org (e-mail)



**EXHIBIT 2**







## **EXHIBIT 3**



**THREE -DAY NOTICE TO CURE OR QUIT**  
**(Violation of Statute and Rent Control Ordinance)**

**To: Miguel Gutierrez and All Other Occupants in Possession:**

**PLEASE TAKE NOTICE** that you have violated the following provisions of the City of San Francisco Residential Rent Stabilization and Arbitration Ordinance, and the Civil Code of the State of California with respect to the premises located at 9 Apollo Street, Garage Unit, San Francisco, CA 94124.

- (1) Section 37.9(6) which provides that a landlord may bring an action to recover possession of a rental unit if the tenant has, after written notice to cease, refused the landlord access to the rental unit as required by state or local law; [and]
- (2) Civil Code Section 1954 which provides that a landlord has the right enter the dwelling unit in the case of an emergency or to make necessary or agreed-upon repairs, or to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants or workers.

You have violated the foregoing provisions of the San Francisco Residential Rent Stabilization and Arbitration Ordinance and the Civil Code by reason of your failure to provide the landlord or landlord's agent reasonable access to the unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by law after proper notifications were served and posted.

**PLEASE TAKE NOTICE** that if the foregoing breaches are not cured within **THREE DAYS** after service of this notice upon you, you must vacate the subject premises located at 9 Apollo Street, Garage Unit, San Francisco, CA 94124, and deliver up possession of the premises to Aileen Pila, as agent for the landlord, at 1151 Harbor Bay Parkway Ste. 208A, Alameda, CA 94502, or to the landlord's attorney at the place indicated below.

Failure on your part either to cure said breaches or to vacate the premises within the designated time period could result in legal action being taken against you wherein possession of the subject premises will be sought, and wherein damages, including but not limited to, rent, court costs, attorney fees, etc. may be sought.

Further, if you fail to timely pay the amount demanded by this notice, the undersigned declares the forfeiture of the rental agreement or lease under which you hold possession of the premises.

**IMPORTANT NOTICE TO SERVICEMEMBERS AND THEIR DEPENDENTS:**  
**PROTECTIONS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT**

If you are an active duty member of the United States Armed Forces or a dependent of an active duty servicemember, you may be entitled to rights as provided in the Servicemembers Civil Relief Act. In such case, you or your attorney should contact this law firm and provide proof of military service. Please contact Reuben D. Kim at: (949) 252-9400.



Eligible service under the Servicemembers Civil Relief Act (50 USC App. §§ 501-596, as amended, (the "SCRA")) may include:

1. Active duty (as defined in section 101(d)(1) of title 10, United States Code) with the Army, Navy, Air Force, Marine Corps, or Coast Guard;
2. Active service with the National Guard;
3. Active service as a commissioned officer of the National Oceanic and Atmospheric administration;
4. Active service as a commissioned officer of the Public Health Service; or
5. Service with the forces of a nation with which the United States is allied in the prosecution of a war or military action.

Eligible service under the SCRA also may include any period during which a service member is absent from duty on account of sickness, wounds, leave, or other lawful cause. Please note that you may wish to consult an attorney, or your local military legal liaison, to help you determine what rights you may have, if any, under the SCRA.

Nothing contained herein shall be construed as a waiver of any and all of your obligations pursuant to your Lease/Rental Agreement and/or law. Each breach must be timely cured.

Information and advice is available from the City of Oakland Housing and Community Development Department, 250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612. The Housing Board provides a telephone hotline at (510)238-3721 or (510) 238-3254.

This Notice is being served upon you in accordance with the provisions of Section 1161(2) of the Code of Civil Procedure and section 37.9(6) of San Francisco Residential Rent Stabilization and Arbitration Ordinance.

DATED: July 13, 2015

FEDERAL NATIONAL MORTGAGE ASSOCIATION,

Owner

by: 

REUBEN D. KIM

Attorney for FEDERAL NATIONAL MORTGAGE ASSOCIATION, owner

MALCOLM CISNEROS, A LAW CORPORATION

2112 Business Center Drive, 2<sup>nd</sup> Floor  
Irvine, California 92612

949.252.9400 (telephone)

949.252.1032 (facsimile)

Rkim@mclaw.org (e-mail)





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

Date:

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客之權利。  
如果您需要協助來了解本項公告，  
請致電 415-252-4602。

**ATTACHMENT**

**IN RE: 9 APOLLO STREET #LOWER  
CASE NO. E151630**

Tenant petitioner Miguel Gutierrez reports receipt of a three-day notice to quit, alleging that he failed to provide reasonable access to the unit after service of proper notice. The tenant denies this allegation and asserts that he never received any 24 hour written notice of entry.





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

Date: 7/24/15

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客的權利。  
如果您需要協助來了解本項公告，  
請致電 415-252-4602。

**Response to Receipt of Report Of Alleged Wrongful Eviction**

**IN RE: 9 APOLLO STREET #LOWER  
CASE NO. E151630**

Miguel Guterrez  
9 Apollo Street #lower  
San Francisco, CA 94124  
(Tenant Petitioner)

Leticia Arce  
Causa Justa: Just Cause  
2301 Mission Street, Ste 201  
San Francisco, CA 94110  
(Tenant Non-Attorney Rep)

Reuben D. Kim  
2112 Business Center Drive, 2nd flr  
Irvine, CA 92612  
(Landlord Attorney)

Aileen Pila  
1151 Harbor Bay Parkway, Ste 208A  
Alameda, CA 94502  
(Property Manager)

1. I agree ☐ or disagree ☐ with the allegations contained in the Notice of Receipt of Report of Alleged Wrongful Eviction for the following reasons (continue on separate sheet if necessary):

2. The Rent Ordinance requires under §37.9(c) that a landlord shall not endeavor to recover possession of a rental unit unless at least one of the grounds enumerated in Section 37.9(a) or (b) is the landlord's dominant motive for recovering possession and that the landlord informs the tenant in writing on or before the date upon which notice to vacate is given of the ground upon which possession is sought.

**Please sign, date and return the following affidavit:**

*I hereby declare under penalty of perjury under the laws of the State of California that the ground stated in the Notice to Vacate is my dominant motive for seeking recovery of possession of the rental unit.*

\_\_\_\_\_  
(signature of landlord)

\_\_\_\_\_  
(print name)

Executed on \_\_\_\_\_, at \_\_\_\_\_  
(date) (city and state)

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you.  
**Due Date: 8/5/2015**

If you wish us to contact your attorney or other designated agent/representative regarding this case, please so indicate by providing his/her address below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If you have any questions regarding this case, please contact Aaron Morrison at 252-4611.  
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*





# San Francisco Residential Rent Stabilization and Arbitration Board

NOTE: If your building was constructed after June 13, 1979, the rental unit is not subject to just cause eviction unless 37.9D (foreclosure eviction) applies.



## REPORT OF ALLEGED WRONGFUL EVICTION

**Rental Unit Information**

Street Number of Unit: 9 Street Name: Apollo Street Unit Number: Lower Unit San Francisco, CA 941 24 Zip Code: 2

Name of Building Complex (if Applicable): \_\_\_\_\_ Entire Building Address (lowest & highest numbers): \_\_\_\_\_ # of Units in Building: 2

Was the building constructed before June 13, 1979? ☒ Yes ☐ No ☐ Don't Know Foreclosure on property? ☒ Yes ☐ No

Move-in Date: 2009 At move-in, this was ☒ a vacant unit ☐ part of existing tenancy Section 8 voucher? ☐ Yes ☒ No

The rent is paid to (select one): ☒ Owner ☐ Property Manager ☐ Master Tenant ☐ Other \_\_\_\_\_

This household includes children under 18. ☒ Yes ☐ No The number of school aged children (grades K-12) is: 2

Please list the case numbers of prior relevant Rent Board petitions: \_\_\_\_\_

**Tenant Information** Please provide contact information for every tenant who wishes to be included in this report. Attach additional sheet if necessary.

First Name: Miguel Middle Initial: \_\_\_\_\_ Last Name: Gutierrez

Mailing Address: Street Number: 9 Street Name: Apollo Street Unit Number: (Lower Unit) City: SF State: CA Zip Code: 94124

(be specific, e.g. 1, 2, A, B, upper/lower/rear/front)

Primary Phone Number: 415.240.3198 Other Phone Number: \_\_\_\_\_

If you share the same residential address as the owner or master tenant, please provide a second address where you can be reached.

2nd Mailing Address: Street Number \_\_\_\_\_ Street Name \_\_\_\_\_ Unit Number \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Tenant Representative Information** ☐ Attorney ☒ Non-attorney Representative ☐ Interpreter

First Name: Leticia Middle Initial: \_\_\_\_\_ Last Name: Arce

Mailing Address: Street Number: 2301 Street Name: Mission St Unit Number: Ste 201 City: SF State: CA Zip Code: 94110

Primary Phone Number: 415.487.9203 Other Phone Number: x211



## San Francisco Residential Rent Stabilization and Arbitration Board

## REPORT OF ALLEGED WRONGFUL EVICTION

Please provide the following information for all parties who should receive notice of this report.

## Owner Information

First Name Middle Initial Last Name

Mailing Address: Street Number Street Name Unit Number City State Zip Code

Primary Phone Number Other Phone Number

## Master Tenant Information (If applicable)

First Name Middle Initial Last Name

Mailing Address: Street Number Street Name Unit Number City State Zip Code

Primary Phone Number Other Phone Number

## Property Manager Information (If applicable)

Name of Company First Name of Manager Middle Initial Last Name

1151 Harbor Bay Parkway Ste 208A Alameda, CA 94502  
Mailing Address: Street Number Street Name Unit Number City State Zip Code

Primary Phone Number Other Phone Number

Other Landlord Representative Information (if applicable) ☒ Attorney ☐ Non-attorney Representative

First Name Middle Initial Last Name

2112 Business Center Drive, 2nd Floor Irvine, CA 92612  
Mailing Address: Street Number Street Name Unit Number City State Zip Code949. 252.9400  
Primary Phone Number Other Phone Number

**WARNING TO TENANTS:** The filing of this report will not prevent the landlord from filing an unlawful detainer (eviction) lawsuit against you in court. IF YOU RECEIVE COURT PAPERS, YOU SHOULD SEEK LEGAL ASSISTANCE IMMEDIATELY.



## San Francisco Residential Rent Stabilization and Arbitration Board

## REPORT OF ALLEGED WRONGFUL EVICTION

I am filing this petition for the following reason(s):

- ☒ 1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice) on 7/17/15 from Deuben D. Kim  
(Date of Receipt of Notice) (First Name) (Last Name)

The eviction notice requires me to vacate my rental unit by: \_\_\_\_\_  
(Date)☒ Yes, I have included a copy of the Notice to Quit or Vacate with this report.

- ☐ 2. On \_\_\_\_\_, the landlord orally told me to vacate my rental unit and/or  
(Date(s) of Receipt of Notice)  
 through conduct has tried to make me move out by: \_\_\_\_\_  
(Date)

☐ Yes, I have included a true statement fully describing the basis for my claim on page 4.

Please complete the following:

My rent is due on the following date: 1st/month My current rent is \$ 850.00I offered to pay rent. ☐ Yes ☒ No If Yes, state amount \$ \_\_\_\_\_ and date of offer: \_\_\_\_\_Did the landlord accept the rent? ☐ Yes ☒ No If No, please explain briefly: landlord has not collected rent in the past 2 yearsI have vacated my rental unit. ☐ Yes ☒ No If Yes, state date of move-out: \_\_\_\_\_An Unlawful Detainer (eviction) action has been filed in Superior Court: ☐ Yes ☒ No

If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 day of receiving the unlawful detainer summons and complaint.

Do you live in the same unit with the owner? ☐ Yes ☒ No

If Yes, use the space provided on page 4 to describe the unit and state whether there are other occupants in the unit.

Do you live in the same unit with a master tenant? ☐ Yes ☒ NoIf Yes, did the master tenant give you written notice prior to commencement of your tenancy, that your tenancy is not subject to the "just cause" eviction provisions of the Rent Ordinance? ☐ Yes ☒ No  
 (Please attach a copy of the notice.)



## San Francisco Residential Rent Stabilization and Arbitration Board

## REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> I have been locked out of my apartment.               | <input checked="" type="checkbox"/> "Just cause" reason stated in notice is not true. | <input type="checkbox"/> Landlord has refused to accept rent payment.                                |
| <input type="checkbox"/> Utilities have been turned off.                       | <input checked="" type="checkbox"/> No advice clause given on eviction notice.        | <input type="checkbox"/> Landlord has attempted to recover possession of my unit through harassment. |
| <input type="checkbox"/> No "just cause" reason stated on the eviction notice. | <input type="checkbox"/> The landlord paid me incorrect relocation amounts.           | <input type="checkbox"/> Other: _____  |

(Use additional sheets if necessary to provide a complete description of your claim of wrongful eviction.)

The notice alleges that I have denied access to the property - this is false. I have never been provided any notice of entry by the landlord nor have I ever denied access when requested. Furthermore, the advice clause in the notice does not correspond to SF, it is directed to the city of Oakland.

DECLARATION OF TENANT(S)

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THIS INFORMATION AND EVERY ATTACHED DOCUMENT, STATEMENT AND FORM IS TRUE AND CORRECT.

**NOTE:** Every tenant of the rental unit who wishes to be included in this report must sign this declaration. Any tenant who lives in a different rental unit must file a separate report.

Miguel Gutierrez  
(Print Name)

  
(Signature of Tenant)

7-21-15  
(Date)

(Print Name)

(Signature of Tenant)

(Date)

(Print Name)

(Signature of Tenant)

(Date)



**THREE -DAY NOTICE TO CURE OR QUIT**  
**(Violation of Statute and Rent Control Ordinance)**

To: Miguel Gutierrez and All Other Occupants in Possession:

**PLEASE TAKE NOTICE** that you have violated the following provisions of the City of San Francisco Residential Rent Stabilization and Arbitration Ordinance, and the Civil Code of the State of California with respect to the premises located at 9 Apollo Street, Garage Unit, San Francisco, CA 94124.

- (1) Section 37.9(6) which provides that a landlord may bring an action to recover possession of a rental unit if the tenant has, after written notice to cease, refused the landlord access to the rental unit as required by state or local law; [and]
- (2) Civil Code Section 1954 which provides that a landlord has the right enter the dwelling unit in the case of an emergency or to make necessary or agreed-upon repairs, or to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants or workers.

You have violated the foregoing provisions of the San Francisco Residential Rent Stabilization and Arbitration Ordinance and the Civil Code by reason of your failure to provide the landlord or landlord's agent reasonable access to the unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by law after proper notifications were served and posted.

**PLEASE TAKE NOTICE** that if the foregoing breaches are not cured within THREE DAYS after service of this notice upon you, you must vacate the subject premises located at 9 Apollo Street, Garage Unit, San Francisco, CA 94124, and deliver up possession of the premises to Aileen Pila, as agent for the landlord, at 1151 Harbor Bay Parkway Ste. 208A, Alameda, CA 94502, or to the landlord's attorney at the place indicated below.

Failure on your part either to cure said breaches or to vacate the premises within the designated time period could result in legal action being taken against you wherein possession of the subject premises will be sought, and wherein damages, including but not limited to, rent, court costs, attorney fees, etc. may be sought.

Further, if you fail to timely pay the amount demanded by this notice, the undersigned declares the forfeiture of the rental agreement or lease under which you hold possession of the premises.

**IMPORTANT NOTICE TO SERVICEMEMBERS AND THEIR DEPENDENTS:**  
**PROTECTIONS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT**

If you are an active duty member of the United States Armed Forces or a dependent of an active duty servicemember, you may be entitled to rights as provided in the Servicemembers Civil Relief Act. In such case, you or your attorney should contact this law firm and provide proof of military service. Please contact Reuben D. Kim at: (949) 252-9400.



Eligible service under the Servicemembers Civil Relief Act (50 USC App. §§ 501-596, as amended, (the "SCRA")) may include:

1. Active duty (as defined in section 101(d)(1) of title 10, United States Code) with the Army, Navy, Air Force, Marine Corps, or Coast Guard;
2. Active service with the National Guard;
3. Active service as a commissioned officer of the National Oceanic and Atmospheric administration;
4. Active service as a commissioned officer of the Public Health Service; or
5. Service with the forces of a nation with which the United States is allied in the prosecution of a war or military action.

Eligible service under the SCRA also may include any period during which a service member is absent from duty on account of sickness, wounds, leave, or other lawful cause. Please note that you may wish to consult an attorney, or your local military legal liaison, to help you determine what rights you may have, if any, under the SCRA.

Nothing contained herein shall be construed as a waiver of any and all of your obligations pursuant to your Lease/Rental Agreement and/or law. Each breach must be timely cured.

Information and advice is available from the City of Oakland Housing and Community Development Department, 250 Frank Ogawa Plaza, Suite 5313, Oakland, CA 94612. The Housing Board provides a telephone hotline at (510)238-3721 or (510) 238-3254.

This Notice is being served upon you in accordance with the provisions of Section 1161(2) of the Code of Civil Procedure and section 37.9(6) of San Francisco Residential Rent Stabilization and Arbitration Ordinance.

DATED: July 13, 2015

FEDERAL NATIONAL MORTGAGE ASSOCIATION,

Owner

by:

REUBEN D. KIM

Attorney for FEDERAL NATIONAL MORTGAGE ASSOCIATION, owner

MALCOLM CISNEROS, A LAW CORPORATION

2112 Business Center Drive, 2<sup>nd</sup> Floor  
Irvine, California 92612

949.252.9400 (telephone)

949.252.1032 (facsimile)

[Rkim@mclaw.org](mailto:Rkim@mclaw.org) (e-mail)

400  
MACALISTER  
LEGAL ASSISTANT



July 21, 2015

Malcolm Cisneros, A Law Corporation  
Attn: Reuben D. Kim  
2112 Business Center Drive, 2nd Floor  
Irvine, CA 92612  
Fax: 949-252-1032

RE: Three Day Notice to Cure or Quit

To Reuben D. Kim:

I have been a tenant at 9 Apollo Street (Lower Unit), San Francisco, CA 94124 since 2009. I write in response to the Three Day Notice to Cure or Quit dated on July 13, 2015 but received on July 17, 2015.

The notice states that I am violating Section 37.9(6) of the San Francisco Rent Ordinance and Civil Code Section 1954 by failing to provide the landlord or landlord's agent reasonable access to the unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by law after proper notifications were served or posted.

Please be informed that I refute the allegations stated in the Three Day Notice to Cure or Quit. I have never refused access to the landlord or any of their employees nor have I received any 24 Hour Notice of Entry requesting that I provide access to the property.

This notice is completely invalid and provided in bad faith. On the evening of July 17, 2015, an individual fraudulently impersonated a Sheriff as they provided me with this notice. The individual showed me a badge number and stated that I had to respond to the notice; they were acting in an intimidating manner and I called the San Francisco Police Department.

Furthermore, I have been consistently verbally harassed by unknown individuals who call my personal cell phone. I have been yelled at and told that I had to vacate the unit in fifteen (15) days. This and all other forms of harassment must cease immediately.

Lastly, I will be filing a Report of Alleged Wrongful Eviction with the San Francisco Rent Board and will seek legal counsel to defend myself against the illegal eviction.

Sincerely,



Miguel Gutierrez

Cc: Leticia Arce  
415-487-9203 Ext. 211  
Causa Justa :: Just Cause



## 12/4/2019

## Eviction Screens

[illegible]





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

**Action Log  
Petition # E161908  
9 Apollo Street**

Date	Action	By
10/25/16	Filed	Le Nhi Huynh
10/26/16	Sent to Screener	Le Nhi Huynh
10/28/16	Notice of Receipt Sent to LL	Aaron Morrison
11/ 8/16	rec'd LL response. Fwd to AM.	Front Counter
3/28/17	PETITION CLOSED. File placed in drawer with closed cases.	Aaron Morrison
6/22/18	Made copy of the entire file for David T. Chack/415-771-9850x1116, left a voice message	Kyle Dang
6/22/18	File back to drawer	Kyle Dang
5/ 7/19	Made copy of the entire file for Vicky Chan/415-949-1900, left a voice message	Kyle Dang



# Eyiction Report Tracker

12/14/2016

Case # **E161906** File Date **10/25/16** Assigned on **10/26/16** Assigned to **Aaron Morrison** Status **Petition Closed**

Name (First, MI, Last)	Primary Phone	Other Phone	Role	Active
Miguel Gutierrez	(415) 240-3198		Tenant Petitioner	<input checked="" type="radio"/> Yes <input type="radio"/> No
Leticia Arce	(415) 487-9203		Tenant Non-Attorney Rep	<input checked="" type="radio"/> Yes <input type="radio"/> No
Quintin Donnelly			Landlord Respondent	<input checked="" type="radio"/> Yes <input type="radio"/> No
Sandy Donnelly			Landlord Respondent	<input checked="" type="radio"/> Yes <input type="radio"/> No
Olivia Dopler	(415) 958-6488		Landlord Attorney	<input checked="" type="radio"/> Yes <input type="radio"/> No
				<input type="radio"/> Yes <input type="radio"/> No

## Just Causes

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Non-payment of Rent           | <input type="checkbox"/> Relative Move In           | <input type="checkbox"/> Master Tenant Living in Same Unit |
| <input type="checkbox"/> Habitual Late Payment of Rent | <input type="checkbox"/> Condo Conversion           | <input type="checkbox"/> Owner Living in Same Unit         |
| <input type="checkbox"/> Breach of Lease Agreement     | <input type="checkbox"/> Demolition                 | <input type="checkbox"/> Foreclosure                       |
| <input type="checkbox"/> Nuisance                      | <input type="checkbox"/> Removal from Housing Use   | <input type="checkbox"/> Section 8                         |
| <input type="checkbox"/> Illegal Use of Unit           | <input type="checkbox"/> Capital Improvement        | <input type="checkbox"/> Sale of property                  |
| <input type="checkbox"/> Failure to Sign Lease Renewal | <input type="checkbox"/> Substantial Rehabilitation | <input checked="" type="checkbox"/> No Just Cause          |
| <input type="checkbox"/> Denial of Access to Unit      | <input type="checkbox"/> Ellis Act Withdrawal       | <input checked="" type="checkbox"/> No Advice Clause       |
| <input type="checkbox"/> Unapproved Subtenant          | <input type="checkbox"/> Lead Remediation           | <input type="checkbox"/> Retaliation                       |
| <input type="checkbox"/> Owner Move In                 | <input type="checkbox"/> Development Agreement      | <input type="checkbox"/> Oral Notice                       |
|  | <input type="checkbox"/> Other                      | <input type="checkbox"/> Good Samaritan Tenancy Ends       |

## Attachment Sheet

Petitioner Miguel Gutierrez reports receipt of a notice of termination of license on October 21, 2016, alleging that he is a mere licensee and terminating the alleged license to occupy as of October 24, 2016. However, the petitioner asserts that he is in fact a tenant, and that his tenancy was established in approximately November 2009 with a written lease agreement.





Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco

Date: 10/28/16

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客之權利。如果您需要協助來了解本項公告，請致電 415-252-4602。

**Response to Receipt of Report Of Alleged Wrongful Eviction**

IN RE: 9 APOLLO STREET #IN-LAW  
CASE NO. E161906

Miguel Gutierrez  
9 Apollo Street #In-Law  
San Francisco, CA  
(Tenant Petitioner)

Leticia Arce  
Causa Justa: Just Cause  
2301 Mission Street #201  
San Francisco, CA 94110  
(Tenant Non-Attorney Rep)

Quintin Donnelly  
51 Tucker Avenue  
San Francisco, CA 94134  
(Landlord Respondent)

Sandy Donnelly  
51 Tucker Avenue  
San Francisco, CA 94102  
(Landlord Respondent)

Olivia Dopler  
Steven Adair MacDonald & Partners, PC  
870 Market Street #500  
San Francisco, CA 94102  
(Landlord Attorney)

2016 NOV -8 PM 2:10  
RESIDENTIAL RENT  
STABILIZATION  
ARBITRATION BOARD

1. I agree ☐ or disagree ☐ with the allegations contained in the Notice of Receipt of Report of Alleged Wrongful Eviction for the following reasons (continue on separate sheet if necessary):

See attachment.

2. The Rent Ordinance requires under §37.9(c) that a landlord shall not endeavor to recover possession of a rental unit unless at least one of the grounds enumerated in Section 37.9(a) or (b) is the landlord's dominant motive for recovering possession and that the landlord informs the tenant in writing on or before the date upon which notice to vacate is given of the ground upon which possession is sought. On information and belief, Owners deny that they are landlords or that the subject property is a "rental unit." Please see attachment.  
Please sign, date and return the following affidavit:

I hereby declare under penalty of perjury under the laws of the State of California that the ground stated in the Notice to Vacate is my dominant motive for seeking recovery of possession of the rental unit. Please see above and see attachment.

Quintin Donnelly, Sandy Donnelly  
(signature of landlord) (print name)

Executed on Nov 8, 2016 at San Francisco, CA  
(date) (city and state)

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you.  
Due Date: 11/9/2016

If you wish us to contact your attorney or other designated agent/representative regarding this case, please so indicate by providing his/her address below:

Olivia Dopler, Esq  
Steven Adair MacDonald & Partners, P.C.  
870 Market Street, Suite 500  
San Francisco, CA 94102  
(415) 950-6488

If you have any questions regarding this case, please contact Aaron Morrison at 252-4611.  
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.



Attachment to Response to Receipt of Report of Alleged Wrongful Eviction

Sandy Donnelly and Quintin Donnelly are the owners of the premises located at 9 Apollo Street (Lower In-Law Unit), San Francisco, CA 94124 (hereinafter "Premises"). Mr. and Mrs. Donnelly hereby provide the following Response to Receipt of Report of Alleged Wrongful Eviction.

Mr. and Mrs. Donnelly agree with Petitioner Miguel Gutierrez's statement that on October 21, 2016, Mr. and Mrs. Donnelly provided Mr. Gutierrez with a written Notice of Termination of License to Occupy alleging that Mr. Gutierrez is a mere licensee of the Premises and terminating his license to occupy the Premises as of October 24, 2016.

However, on information and belief, Mr. and Mrs. Donnelly deny Mr. Gutierrez's other statements in the Report of Alleged Wrongful Eviction, including that Mr. Gutierrez is in fact a tenant of the Premises, that his tenancy was established in approximately November 2009 with a written lease agreement, and/or that Mr. and Mrs. Donnelly are otherwise attempting to wrongfully evict Mr. Gutierrez.

Rather, Mr. and Mrs. Donnelly just recently purchased the Premises. When they were in the process of purchasing the Premises, they were told by the former owner that the entire property was vacant. However, much to their surprise, when they first visited the property, they found Mr. Gutierrez there, claiming to reside in the Premises. Mr. Gutierrez has since informed Mr. and Mrs. Donnelly that he is a tenant of the Premises.

Since Mr. Gutierrez informed Mr. and Mrs. Donnelly that he claims to be a tenant of the Premises, Mr. and Mrs. Donnelly have repeatedly requested that Mr. Gutierrez provide any documentation to substantiate his claim. For example, Mr. and Mrs. Donnelly have requested that Mr. Gutierrez produce a copy of a written lease agreement (which Mr. Gutierrez now claims to have, but has still failed to produce), copies of rent payments from Mr. Gutierrez to any former owner,<sup>1</sup> any government issued identification listing Mr. Gutierrez as residing at the Premises, et cetera.

However, despite the multiple requests, Mr. Gutierrez has failed and refused to provide any such documentation. In fact, it was only after Mr. and Mrs. Donnelly served the Notice that Mr. Gutierrez even informed Mr. and Mrs. Donnelly that he claims to have a written lease agreement and that the tenancy was established in approximately November 2009. Moreover, when Mr. Gutierrez provided a copy of his California Driver's License to Mr. and Mrs. Donnelly, the Driver's License Mr. Gutierrez produced lists him as residing at a completely different address.

Nevertheless, in response to this Report of Alleged Wrongful Eviction and in response to a written communication from Mr. Gutierrez, Mr. and Mrs. Donnelly have yet again provided Mr. Gutierrez an opportunity to provide any documentation regarding his alleged tenancy (Mr.

---

<sup>1</sup> Mr. and Mrs. Donnelly have never requested or accepted any rent payments from Mr. Gutierrez; nor has Mr. Gutierrez been able to produce copies of any rent payments that he claims to have paid to any former owner(s) of the Premises.



and Mrs. Donnelly requested that he provide such information by November 9, 2016). Thus far, Mr. Gutierrez still has not provided any such evidence. However, if Mr. Gutierrez provides sufficient evidence to establish tenancy rights in the Premises, Mr. and Mrs. Donnelly will not further pursue action based upon the Notice.

But, absent Mr. Gutierrez providing such evidence, Mr. and Mrs. Donnelly remain informed and believe that Mr. Gutierrez is not a tenant of the Premises, and therefore the San Francisco Residential Rent Stabilization and Arbitration Ordinance (including the requirement of "just cause" for eviction) does not apply to Mr. Gutierrez's occupancy of the Premises. In that event, Mr. and Mrs. Donnelly will proceed in good faith based upon the Notice.



**PROOF OF SERVICE BY FIRST CLASS MAIL**

I, the undersigned, declare as follows: I am a citizen of the United States; employed in the County of San Francisco; over the age of 18 years and not a party to the within action; and, my business address is 870 Market Street, Suite 500, San Francisco, California 94102.

On November 8, 2016, I served the following:

**Response to Receipt of Report of Alleged Wrongful Eviction**

I served the documents on the following person at the following address:

Miguel Gutierrez  
9 Apollo Street #In-Law  
San Francisco, CA 94124

Leticia Arce  
Cause Justa: Just Cause  
2301 Mission Street, #201  
San Francisco, CA 94110

- ☒ (MAIL) by placing each such sealed envelope for collection and mailing at San Francisco, California, following ordinary business practices. I am readily familiar with the practice of Steven Adair MacDonald & Partners, P.C., for processing of mail, said practice being that in the ordinary course of business, correspondence, with first class mail postage thereon fully prepaid deposited with the United States Postal Service the same day as it is placed for processing.
- ☐ (E-MAIL) based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, by causing said document(s) to be transmitted by electronic mail to the addressee(s)/office of the addressee(s), as set forth above.
- ☐ (FACSIMILE) by causing said document(s) to be transmitted by fax to the number, as set forth above.
- ☐ (FILE & SERVE XPRESS ELECTRONIC SERVICE) based on Code of Civil Procedure section 1010.6, by causing said document(s) to be electronically served through the File & Serve Xpress system for this matter. Upon completion of said transmission of said document(s), a certified receipt is issued to filing party acknowledging receipt by File & Serve Xpress' system.
- ☐ (PERSONAL DELIVERY) by causing said document(s) to be served by personal delivery to the addressee(s)/office of the addressee(s), as set forth above.

I declare under penalty of perjury that the foregoing is true and correct. Executed at San Francisco, California.

Dated: November 8, 2016

  
MARIANNE LAM





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

Date: 10/28/16

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客的權利。  
如果您需要協助來了解本項公告，  
請致電 415-252-4602。

**Notice of Receipt of Report Of Alleged Wrongful Eviction**

**IN RE: 9 APOLLO STREET #N-LAW  
CASE NO. E161906**

Miguel Gutierrez  
9 Apollo Street #N-Law  
San Francisco, CA  
(Tenant Petitioner)

Leticia Arce  
Causa Justa: Just Cause  
2301 Mission Street #201  
San Francisco, CA 94110  
(Tenant Non-Attorney Rep)

Quinitn Donnelly  
51 Tucker Avenue  
San Francisco, CA 94134  
(Landlord Respondent)

Sandy Donnelly  
51 Tucker Avenue  
San Francisco, CA 94102  
(Landlord Respondent)

Olivia Dopler  
Steven Adair MacDonald & Partners, PC  
870 Market Street #500  
San Francisco, CA 94102  
(Landlord Attorney)

This notice acknowledges receipt of a Report of Alleged Wrongful Eviction.

Under the San Francisco Residential Rent Stabilization and Arbitration Ordinance landlords are required, when they are attempting to evict a tenant, to state a reason for the eviction. The reason must be one of the sixteen (16) "just causes" stated in the Ordinance. The notice to vacate must be in writing, state the grounds under which possession is sought, and that advice regarding the notice to vacate is available from the Residential Rent Stabilization and Arbitration Board.

**This Report of Alleged Wrongful Eviction indicates that:**

*The notice to vacate is defective and therefore invalid as it fails to state a just cause reason [Ord Sect 37.9(a)] and fails to comply with Section 37.9(c) of the Rent Ordinance. This office suggests that you properly inform yourself about the requirements of the San Francisco Rent Ordinance.*

**LANDLORD:** Please complete the enclosed form(s) and return within seven (7) days of receipt of this notice.

**WARNING TO LANDLORD:**

Whenever the landlord seeks to recover, or actually recovers, possession of a rental unit in violation of the Rent Ordinance, that landlord may be found guilty of a misdemeanor, and the tenant, or the Rent Board, may bring a civil action (lawsuit) for an injunction or treble damages (money), or both, and attorney fees. If the landlord is found guilty of a misdemeanor, he may be punished by a fine of not more than \$2000 or by imprisonment in the County jail for a period of not more than six months, or both.

**WARNING TO TENANT:**

If the landlord is seeking to evict you, he must give written notice. Additionally, the notice must contain a "just cause" for the eviction. Furthermore, if you do not vacate at the end of the notice period, the landlord must start an Unlawful Detainer Action against you in order to remove you from the rental unit. A copy of the Unlawful Detainer Complaint and Summons must be served on the tenant, after which the tenant has the right, and the opportunity, to file a response within 5 days. The case will be set for a hearing at which time the tenant can present defense. If a response is not filed, the landlord may obtain a default. Only after this hearing, if the tenant loses, can the Court order that the tenant vacate the rental unit. If the Court orders the tenant to vacate, the Sheriff may evict him or her. **IT IS STRONGLY RECOMMENDED THAT THE TENANT SEEK LEGAL ASSISTANCE IN DEFENDING ANY EVICTION PROCEEDING.**

*If you have any questions regarding this case, please contact Aaron Morrison at 252-4611.  
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

Date:

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客的權利。  
如果您需要協助來了解本項公告，  
請致電 415-252-4602。

**ATTACHMENT**

**IN RE: 9 APOLLO STREET #IN-LAW  
CASE NO. E161906**

Petitioner Miguel Gutierrez reports receipt of a notice of termination of license on October 21, 2016, alleging that he is a mere licensee and terminating the alleged license to occupy as of October 24, 2016. However, the petitioner asserts that he is in fact a tenant, and that his tenancy was established in approximately November 2009 with a written lease agreement.





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

Date: 10/28/16

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客的權利。如果您需要協助來了解本項公告，請致電 415-252-4602。

**Response to Receipt of Report Of Alleged Wrongful Eviction**

**IN RE: 9 APOLLO STREET #IN-LAW  
CASE NO. E161906**

Miguel Gutierrez  
9 Apollo Street #In-Law  
San Francisco, CA  
(Tenant Petitioner)

Leticia Arce  
Causa Justa: Just Cause  
2301 Mission Street #201  
San Francisco, CA 94110  
(Tenant Non-Attorney Rep)

Quinitn Donnelly  
51 Tucker Avenue  
San Francisco, CA 94134  
(Landlord Respondent)

Sandy Donnelly  
51 Tucker Avenue  
San Francisco, CA 94102  
(Landlord Respondent)

Olivia Dopler  
Steven Adair MacDonald & Partners, PC  
870 Market Street #500  
San Francisco, CA 94102  
(Landlord Attorney)

1. I agree ☐ or disagree ☐ with the allegations contained in the Notice of Receipt of Report of Alleged Wrongful Eviction for the following reasons (continue on separate sheet if necessary):

2. The Rent Ordinance requires under §37.9(c) that a landlord shall not endeavor to recover possession of a rental unit unless at least one of the grounds enumerated in Section 37.9(a) or (b) is the landlord's dominant motive for recovering possession and that the landlord informs the tenant in writing on or before the date upon which notice to vacate is given of the ground upon which possession is sought.

**Please sign, date and return the following affidavit:**

*I hereby declare under penalty of perjury under the laws of the State of California that the ground stated in the Notice to Vacate is my dominant motive for seeking recovery of possession of the rental unit.*

\_\_\_\_\_  
(signature of landlord)

\_\_\_\_\_  
(print name)

Executed on \_\_\_\_\_, at \_\_\_\_\_  
(date) (city and state)

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you.  
**Due Date: 11/9/2016**

If you wish us to contact your attorney or other designated agent/representative regarding this case, please so indicate by providing his/her address below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If you have any questions regarding this case, please contact Aaron Morrison at 252-4611.  
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*





# San Francisco Residential Rent Stabilization and Arbitration Board

NOTE: If your building was constructed after June 13, 1979, the rental unit is not subject to just cause eviction unless 37.9D (foreclosure eviction) applies.

RECEIVED  
2016 OCT 25 PM 3:00

S.F. RESIDENTIAL RENT  
STABILIZATION BOARD  
ARBITRATION BOARD  
Date Stamp

## REPORT OF ALLEGED WRONGFUL EVICTION

### Rental Unit Information

Street Number of Unit: 9 Street Name: Apollo Street (In-law Unit) Unit Number: 2 San Francisco, CA 941 24 Zip Code: 2

Name of Building Complex (If Applicable): \_\_\_\_\_ Entire Building Address (lowest & highest numbers): \_\_\_\_\_ # of Units in Building: 2

Was the building constructed before June 13, 1979? ☒ Yes ☐ No ☐ Don't Know Foreclosure on property? ☐ Yes ☐ No

Move-in Date: 2009 At move-in, this was ☒ a vacant unit ☐ part of existing tenancy Section 8 voucher? ☐ Yes ☐ No

The rent is paid to (select one): ☒ Owner ☐ Property Manager ☐ Master Tenant ☐ Other \_\_\_\_\_

This household includes children under 18. ☒ Yes ☐ No The number of school aged children (grades K-12) is: 2

Please list the case numbers of prior relevant Rent Board petitions: E151630

### Tenant Information

Please provide contact information for every tenant who wishes to be included in this report. Attach additional sheet if necessary.

First Name: Miguel Middle Initial: Gutierrez Last Name: Gutierrez

Mailing Address: Street Number: 9 Street Name: Apollo Street (In-law Unit) Unit Number: SF City: CA State: 94124 Zip Code: 94124

(be specific, e.g. 1, 2, A, B, upper/lower/ear/front)

Primary Phone Number: 415-240-3198 Other Phone Number: \_\_\_\_\_

If you share the same residential address as the owner or master tenant, please provide a second address where you can be reached.

2<sup>nd</sup> Mailing Address: Street Number: \_\_\_\_\_ Street Name: \_\_\_\_\_ Unit Number: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### Tenant Representative Information

☐ Attorney ☒ Non-attorney Representative ☐ Interpreter

First Name: Leticia Middle Initial: Arce Last Name: Arce

Mailing Address: Street Number: 7301 Street Name: Mission St Unit Number: Ste 201 City: SF State: CA Zip Code: 94110

Primary Phone Number: 415-487-9203 x211 Other Phone Number: \_\_\_\_\_



## San Francisco Residential Rent Stabilization and Arbitration Board

## REPORT OF ALLEGED WRONGFUL EVICTION

Please provide the following information for all parties who should receive notice of this report.

## Owner Information

Quintin & Sandy Donnelly  
First Name Middle Initial Last Name  
51 Tucker Ave SF CA 94134  
Mailing Address: Street Number Street Name Unit Number City State Zip Code

Primary Phone Number Other Phone Number

## Master Tenant Information (if applicable)

First Name Middle Initial Last Name  
Mailing Address: Street Number Street Name Unit Number City State Zip Code

Primary Phone Number Other Phone Number

## Property Manager Information (if applicable)

Name of Company First Name of Manager Middle Initial Last Name  
Mailing Address: Street Number Street Name Unit Number City State Zip Code

Primary Phone Number Other Phone Number

## Other Landlord Representative Information (if applicable) Attorney Non-attorney Representative

Olivia Dopler  
First Name Middle Initial Last Name  
870 Market St Ste 500 SF CA 94102  
Mailing Address: Street Number Street Name Unit Number City State Zip Code  
415-956-6488  
Primary Phone Number Other Phone Number

**WARNING TO TENANTS:** The filing of this report will not prevent the landlord from filing an unlawful detainer (eviction) lawsuit against you in court. IF YOU RECEIVE COURT PAPERS, YOU SHOULD SEEK LEGAL ASSISTANCE IMMEDIATELY.



## San Francisco Residential Rent Stabilization and Arbitration Board

## REPORT OF ALLEGED WRONGFUL EVICTION

I am filing this petition for the following reason(s):

- ☒ 1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice) on 10/21/16 from Olivia Dopler  
(Date of Receipt of Notice) (First Name) (Last Name)  
 The eviction notice requires me to vacate my rental unit by: 10/24/16  
(Date)
- ☒ Yes, I have included a copy of the Notice to Quit or Vacate with this report.
- ☐ 2. On \_\_\_\_\_, the landlord orally told me to vacate my rental unit and/or  
(Date(s) of Receipt of Notice)  
 through conduct has tried to make me move out by: \_\_\_\_\_  
(Date)
- ☐ Yes, I have included a true statement fully describing the basis for my claim on page 4.

Please complete the following:

My rent is due on the following date: 10/5/16 My current rent is \$ 860.00

I offered to pay rent: ☒ Yes ☐ No If Yes, state amount \$ 860.00 and date of offer: \_\_\_\_\_

Did the landlord accept the rent? ☐ Yes ☒ No If No, please explain briefly: Landlord claims my unit is illegal & that I'm not a tenant

I have vacated my rental unit. ☐ Yes ☒ No If Yes, state date of move-out: \_\_\_\_\_

An Unlawful Detainer (eviction) action has been filed in Superior Court: ☐ Yes ☒ No

If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 day of receiving the unlawful detainer summons and complaint.

Do you live in the same unit with the owner? ☐ Yes ☒ No

If Yes, use the space provided on page 4 to describe the unit and state whether there are other occupants in the unit.

Do you live in the same unit with a master tenant? ☐ Yes ☒ No

If Yes, did the master tenant give you written notice prior to commencement of your tenancy, that your tenancy is not subject to the "just cause" eviction provisions of the Rent Ordinance? ☐ Yes ☒ No  
 (Please attach a copy of the notice.)



**REPORT OF ALLEGED WRONGFUL EVICTION****I believe this eviction is wrongful because:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> I have been locked out of my apartment.                          | <input type="checkbox"/> "Just cause" reason stated in notice is not true.  | <input checked="" type="checkbox"/> Landlord has refused to accept rent payment.                                |
| <input type="checkbox"/> Utilities have been turned off.                                  | <input type="checkbox"/> No advice clause given on eviction notice.         | <input checked="" type="checkbox"/> Landlord has attempted to recover possession of my unit through harassment. |
| <input checked="" type="checkbox"/> No "just cause" reason stated on the eviction notice. | <input type="checkbox"/> The landlord paid me incorrect relocation amounts. | <input type="checkbox"/> Other: _____   |

*(Use additional sheets if necessary to provide a complete description of your claim of wrongful eviction.)*

The new property owner has failed to collect my rent and refuses to recognize my tenancy claiming that my unit is unauthorized and that I have not presented any evidence/documentation proving my tenancy. Although my unit is under protections of the rent ordinance, the landlord attorney issued a Notice of Termination of License to Occupy to circumvent my rights as a tenant. Landlord has also refused to accept my rent & has been verbally harassing me to vacate my unit.

**DECLARATION OF TENANT(S)**

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THIS INFORMATION AND EVERY ATTACHED DOCUMENT, STATEMENT AND FORM IS TRUE AND CORRECT.

**NOTE:** Every tenant of the rental unit who wishes to be included in this report must sign this declaration. Any tenant who lives in a different rental unit must file a separate report.

MIGUEL GUTIERREZ  
\_\_\_\_\_  
(Print Name)

*[Signature]*  
\_\_\_\_\_  
(Signature of Tenant)

10/25/16  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature of Tenant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature of Tenant)

\_\_\_\_\_  
(Date)



## NOTICE OF TERMINATION OF LICENSE TO OCCUPY

TO: MIGUEL GUTIERREZ (a.k.a. MIGUEL ANGEL GUTIERREZ-JUAREZ), DOES I to X,  
and all other occupants claiming the right of possession to:

Address: 9 Apollo Street (Lower In-Law Unit)\*  
San Francisco, CA 94124

\*Please see attached diagram.

**NOTICE IS HEREBY GIVEN** that your license to occupy the above-described premises is hereby terminated as of October 24, 2016. You are required to deliver up possession of 9 Apollo Street (Lower In-Law Unit), San Francisco, CA 94124 to QUINTIN DONNELLY c/o STEVEN ADAIR MACDONALD & PARTNERS, P.C., which is located at 870 Market Street, Suite 500, San Francisco, CA 94102 on or before October 24, 2016. Should you fail to comply, legal proceedings will be instituted against you to recover possession of the above-referenced premises.

DATED: October 21, 2016

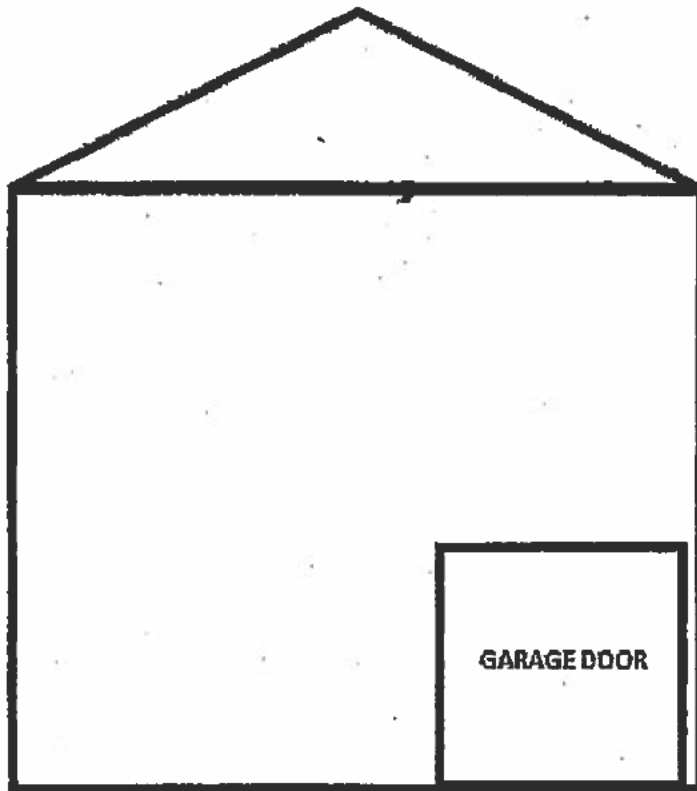
Alii Dope

By: OLIVIA DOPLER, ESQ.  
STEVEN ADAIR MACDONALD & PARTNERS, P.C.  
870 Market Street, Suite 500  
San Francisco, CA 94102  
(415) 956-6488  
Attorney for Owner  
QUINTIN DONNELLY

STEVEN ADAIR MACDONALD & PARTNERS, P. C.  
ATTORNEYS AT LAW  
8870 MARKET STREET, SUITE 500, SAN FRANCISCO, CA 94102  
TELEPHONE: (415) 956-6488



**9 Apollo Street  
San Francisco, CA 94124**



**Entrance to:  
9 Apollo Street (Lower In-Law Unit)  
San Francisco, CA 94124**

**\*\*Post notices here**



October 25, 2016

Steven Adair MacDonald & Partners, P.C.  
Attn: Olivia Dopler, Esq.  
870 Market Street Ste. 500  
San Francisco, CA 94102

RE: 9 Apollo Street (In-Law Unit)  
Notice of Termination of License to Occupy

To Olivia Dopler:

I have been a tenant at 9 Apollo Street (In-Law Unit), San Francisco, CA 94124 since 2009 and write in response to the Notice of Termination of License to Occupy dated October 21, 2016.

The Notice of Termination of License to Occupy dated October 21, 2016 states that license to occupy the above-described premises is hereby terminated as of October 24, 2016.

Please be informed that the eviction process does not begin until a landlord serves a tenant with a valid notice to vacate that conforms with the requirements of the San Francisco Rent Stabilization Board. The notice is invalid as it fails to conform to the requirements of the San Francisco Rent Ordinance; be informed that I will be filing a Report of Alleged Wrongful Eviction with the San Francisco Rent Board due to your issuance of an invalid eviction notice.

Furthermore, it is not possible to change the nature of the agreement simply by changing the name that is applied to it. It is my understanding that a license to occupy is simply a contract between two (2) people about access to a property; be informed that I refute the allegation that the agreement was more than for mere access to the unit. I have been a tenant in the premises since 2009; the agreement is the following:

Our tenancy was established in approximately November 2009 with a written lease agreement; I will be looking for the agreement in my records and will present a copy of my original lease. Our base rent was established at \$850.00 per month due by the 5th day of the month. I paid a deposit of \$1,700.00; I have not received any interest for my deposit. In 2011, my rent was increased to \$860.00 per month. The rent included the use of the in-law unit, access and use of the yard and garage, and all utility services (PG&E, water, and garbage).

Currently, the following are the occupants in the premises: Miguel Gutierrez, Vania Sanchez, Miguel Gutierrez (11 years old), and Diego Gutierrez (7 years old). Miguel Gutierrez and Diego Gutierrez have protections against evictions based on Section 37.9(g) of the Rent Ordinance.

I originally rented the premises from previous property owner Jeff Xu; Mr. Xu lost the property in a foreclosure in 2013. Since the property was lost in foreclosure, I have had to deal with



harassment and threats from several real estate agents and bank representatives. My rent has not been cashed for the past two (2) years and I have had to take responsibility for payment of utilities in the premises.

I am in awe that your clients truly and honestly believe that I am not a tenant in the premises given that I have showed your client my California Identification Card and utility bills for the premises. Please inform your client that I will not be vacating the premises and will be seeking legal counsel to defend my tenancy in court.

Lastly, your client has been conducting repairs in the premises located upstairs; they have been utilizing water and electricity. There have been instances where your client has left the lights on in the upstairs unit for days in a row. I ask that your client take over responsibility of utility services to reinstate my original agreement and ensure that I am not paying for the use of utility services needed to conduct repairs in the upstairs unit.

Sincerely,

  
Miguel Gutierrez

Cc: Causa Justa :: Just Cause



BAY AREA  
REAL ESTATE LAW**STEVEN ADAIR MACDONALD  
&  
PARTNERS, P.C.**

— SINCE 1982 —



October 3, 2016

VIA FIRST CLASS MAIL

Mr. Miguel Gutierrez  
9 Apollo Street (In-Law Unit)  
San Francisco, CA 94124

Re: 2 Apollo Street (In-Law Unit), San Francisco, CA

Dear Mr. Gutierrez:

Please be advised that my law firm represents Mr. Quintin Donnelly and Mrs. Sandy Donnelly, the new owners of the premises located at 9 Apollo Street (In-Law Unit), San Francisco, CA. Please direct all further correspondence regarding the Premises to me.

As my clients have informed you, they just recently purchased the Premises. When they purchased the Premises, they were told by the former owner that the entire property was vacant. However, much to their surprise, when they first visited the property, they found you claiming to reside in the Premises.

Although you have since informed my clients that you are a tenant of the Premises, you have been unable to produce any documentation regarding your alleged tenancy (such as a lease agreement, copies of rent payments to any former owner, any government issued identification listing you as residing at the Premises, etc.) despite my clients having requested such documentation from you on multiple occasions.

Furthermore, my clients are in receipt of your letter dated September 14, 2016, in which you allege that my clients have engaged in harassment against you. My clients deny that they have harassed you in any manner or that they have attempted to verbally evict you. Although my clients admit that Mr. Donnelly did speak with you at the Premises on Sunday, September 11 (and that Mrs. Donnelly was also present at this time), this interaction involved a conversation between Mr. Donnelly and you, in which Mr. Donnelly requested that you remove your personal belongings that were being stored in the garage, blocking the water heater and other utilities (including the electrical panel and central heating system), thereby causing a nuisance. Mr. Donnelly simply requested that you remove your belongings from these areas in order to abate the nuisance, but he did not yell or harass you in any manner. Mr. Donnelly also provided you a letter confirming the request that you remove these belongings in order to abate the nuisance.

Moreover, my clients are not refusing to collect rent from you as an act of harassment. Rather, my clients are not collecting rent payments for the Premises because of the legal status of the unit. They did not rent the Premises to you, nor do they want to incur liability for collecting





STEVEN ADAIR MACDONALD  
&  
PARTNERS, P.C.

— SINCE 1982 —

rent for a non-permitted unit. In addition, my clients are not collecting rent from you because you have been unable to produce documentation to substantiate your claim that you are a tenant of the Premises. For similar reasons, my clients did not serve you with disclosures regarding their new ownership of the Premises, as such disclosures are only required for tenants.

Given my clients' future plans for the property, the legal status of the Premises, and that you have been unable to produce any documentation regarding your alleged tenancy of the Premises, as my clients have discussed with you, their plans involve recovering possession of the Premises from you. While they can resort to the legal system to accomplish this, they still hope to be able to work this out with you amicably, without the need for the formal eviction process.<sup>1</sup>

To that end, my clients would like to see if you are willing to reopen buyout discussions.<sup>2</sup> Please be aware that if my clients served you with a Three (3) Day Notice to terminate your license to occupy the Premises, you would receive only three days of legal notice to vacate and would receive no money to assist you in relocation. Nevertheless, in order to avoid legal fees and the time and costs associated with the eviction process, my clients are instead willing to offer you \$15,000.00 if you will agree to vacate on or before December 1, 2016.

Please understand that time is of the essence here, so I will need to know as soon as possible if you are willing to accept my clients' very generous offer. **This offer will remain open until Wednesday, October 12, 2016.** Please also understand that the acceptance of my clients' offer would also have to be memorialized in a formal written document (which I can take care of preparing). If I do not hear from you by October 12, this offer will be immediately revoked without any further notice to you. Again, my clients very much hope that we can work this matter out amicably and reach a mutually beneficial resolution.

If you have any questions or concerns, please do not hesitate to contact me. You may reach me via telephone at (415)956-6488 ext. 12 or it via email at [odopler@samlaw.net](mailto:odopler@samlaw.net). We look forward to your response.

<sup>1</sup> Please note that by attempting to engage in such buyout discussions with you, my clients are not intending to verbally or improperly evict you. Rather, my clients are simply sharing their future plans with you and offering you a buyout as an alternative to the eviction process. However, neither this letter, nor any former communications with you constituted an "eviction notice."

<sup>2</sup> As you are aware, on or around September 23, 2016, you were served with Amended Pre-Buyout Negotiations Disclosure Forms Required by Ordinance Section 37.9B ("Forms"). The amended Forms listed me (and my office) as additional people who may be conducting buyout negotiations on behalf of Mr. Donnelly and Mrs. Donnelly. As noted in the Forms, Mr. Donnelly and Mrs. Donnelly are informed and believe that you are only a licensee – and not a tenant – of the Premises. They were not admitting that you have any tenancy rights by providing you the Forms, but were simply providing them out of an abundance of caution in order to protect their legal rights (i.e., should a court later determine that you are a tenant).



**STEVEN ADAIR MacDONALD**  
**&**  
**PARTNERS, P.C.**  
— SINCE 1982 —

Thank you very much.

Sincerely,

  
OLIVIA DOPLER, ESQ.

cc: Clients



September 14, 2016

Quintin & Sandy Donnelly  
51 Tucker Avenue  
San Francisco, CA 94134

RE: 9 Apollo Street (In-Law Unit)

To Quintin & Sandy Donnelly:

I have been a tenant at 9 Apollo Street (In-Law Unit), San Francisco, CA 94124 since July 2009 and write in regards to some issues with our tenancy which include a verbal eviction, verbal harassment, and your failure to collect rent.

In regards to the verbal eviction, there have been several instances where you have stated that we must vacate the premises due to its legality and have made several verbal buyout offers; please be informed that I will not be vacating the premises and I am not interested in entering into any buyout agreement.

In regards to the verbal harassment, on Sunday September 11th, you (Quintin Donnelly) verbally harassed me in the premises by yelling at me in front of my children. This is unacceptable behavior and it will not be tolerated; if this happens again, I will be forced to call the San Francisco Police Department and seek legal counsel.

Furthermore, since you purchased the premises in July 2016, you have failed to issue any notice presenting yourself as the new property owners and have failed to collect my rent payment. I have attempted to issue my rent payment to you since August 2016 but my rent payments have been refused. I ask that you provide the information necessary to mail you my rent check.

Please be informed that within fifteen (15) days of obtaining ownership of the dwelling, a new owner must provide notice to the tenant of their identity and where to pay rent. The new owner must also provide tenants notice of additional rights under San Francisco law.

For your information, Section 37.10B of the Rent Ordinance states that no landlord, and no agent, contractor, subcontractor, or employee of the landlord shall do any of the following in bad faith:

1. Influence or attempt to influence a tenant to vacate a rental housing unit through fraud, intimidation, or coercion
2. Attempt to coerce the tenant to vacate with offer(s) of payments to vacate which are accompanied by threats or intimidation
3. Refuse to accept or acknowledge receipt of a tenant's lawful rent payment
4. Refuse to cash a rent check for over 30 days



Due to your failure to collect my rent payment and for the harassment that has taken place, I will be filing a Report of Alleged Wrongful Eviction with the San Francisco Rent Board.

In response to your letter dated September 11, 2016, I have removed my belongings to clear the 36 inch area around the electrical panel, water heater, and central heating unit. Should you have any concerns regarding my belongings in that space, please inform me of those concerns in writing.

Thank you for your attention to this important matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Miguel Gutierrez', written over a horizontal line.

Miguel Gutierrez

Cc: Causa Justa :: Just Cause,  
San Francisco Rent Board



## 12/4/2019

[illegible]





Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco

**Action Log**  
**Petition # L182269**  
**9 Apollo Street**

Date	Action	By
11/26/18	OMI Rescission Request Filed. OMI Eviction Notice filed 4/30/18, Eviction case no. M181315.	Cathy Helton
11/29/18	File Sent to Screener	Cathy Helton
12/10/18	To Clerical for Mailing	Connie Brandon
12/13/18	Request for Rescission of OMI Eviction Notice and Memo 999A mailed to Tenants, Tenants' attorney & Current Occupant. 15-day response period for Ts expires COB 12/28/18, File returned to ALJ.	Cathy Helton
1/ 2/19	Submitted Order for review.	Connie Brandon
1/ 2/19	Order Arrived	Cathy Helton
1/15/19	OMI Rescission Order Reviewed - To ALJ for final.	Joey Koomas
1/16/19	Final to Cathy for mailing.	Connie Brandon
1/23/19	Request for Rescission of OMI Eviction Notice GRANTED. Order Granting Request for Rescission of Owner Move-In Eviction Notice mailed to parties. Copy of Order placed in OMI file M181315; OMI file was returned to CV. L182269 placed in closed files cabinet.	Cathy Helton
5/ 7/19	Made copy of the entire file for Vicky Chan/415-949-1900, left a voice message	Kyle Dang



Index Code: N23

**RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD**

**CITY AND COUNTY OF SAN FRANCISCO**

IN RE: 9 APOLLO STREET, LOWER LEVEL

QUINTIN DONNELLY,

OWNER,

and

MIGUEL GUTIERREZ and VANIA  
SANCHEZ,

TENANTS.

CASE NO. L182269

(EVICTION CASE NO. M181315)

**ORDER GRANTING LANDLORD'S  
REQUEST FOR RESCISSION OF  
OWNER MOVE-IN EVICTION NOTICE**

The landlord filed an Owner Move-In eviction notice ("OMI Notice") with the Rent Board on April 30, 2018 in Case No. M181315. On November 26, 2018, the landlord filed a Request for Rescission of the OMI Notice filed in Case No. M181315, stating under penalty of perjury that extraordinary circumstances exist to justify rescission of the OMI Notice because the landlord served a new OMI Notice on the same tenants for the same rental unit after the first notice was served that superseded the first OMI Notice. The second OMI Notice was filed with the Rent Board on June 18, 2018 in Case No. M181845.


A copy of the Request for Rescission was mailed to the subject tenants on December 13, 2018, with a memorandum explaining the Rent Board standard for granting a request for rescission, and stating that any objection to the request should be submitted in writing within fifteen (15) calendar days. No written objection was received from any tenant.

Based on the evidence in this case and the absence of any tenant objection, the landlord's November 26, 2018 Request for Rescission of the OMI Notice filed on April 30, 2018 in Case No. M181315 is GRANTED. This Order is final unless specifically vacated by the Rent



1 Board following appeal to the Board. Appeals must be filed no later than 15 calendar days from  
2 the date of the mailing of this Order, on a form available from the Rent Board. [Ordinance  
3 Section 37.8(f), emphasis added] If the fifteenth day falls on a Saturday, Sunday or legal holiday,  
4 the appeal may be filed with the Board on the next business day.

10  
11  
12  
13  
14 Dated: January 23, 2019

  
15 Connie Brandon  
16 Administrative Law Judge  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



## 12/4/2019

[illegible]





Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco

**Action Log**  
**Retillon # L182270**  
**8 Apollo Street**

Date	Action	By
11/26/18	OMI Rescission Request Filed. OMI Eviction Notice filed 6/18/18, Eviction case no. M181845.	Cathy Helton
11/29/18	File Sent to Screener	Cathy Helton
12/19/18	Called Karen Uchiyama and left message that I still need a notice to the tenants that the OMI notice has been rescinded by the landlord. Also, I asked her to confirm that no 3rd notice was filed on the tenants and that the OMI notice in this case is the one filed in Case No. M181845 on 6/18/18 and that there is no other notice served in August 2018, as stated on the Request for Rescission.	Connie Brandon
1/2/19	Sent letter to K. Uchiyama that the rescission request cannot be processed until the landlord submits the letter to the tenants rescinding the OMI Notice and until the request is amended to reflect the date the OMI Notice was filed at the Rent Board that is the subject of the request.	Connie Brandon
2/10/19	No response from landlord so file to HC to schedule for a hearing.	Connie Brandon
2/19/19	rec'd submission from LL attorney, forwarded to file	Elvira James
2/19/19	Called LL attorney and left v/m requesting a return call to discuss her 2/19/19 submission.	Joey Koomas
3/4/19	Exchanged voicemails w/ LL attorney regarding her 2/19/19 submission.	Joey Koomas
3/13/19	LL has not submitted the letter to the tenants rescinding the OMI Notice and has not returned my call. File to HC to schedule for a hearing.	Joey Koomas
3/14/19	tentatively set for hearing on 4/16/19 at 9 am, file to Le for notice mailing	Elvira James
3/15/19	Notice of Hearing Mailed	Le Nhi Huynh
3/19/19	Quintin Donnelly phoned and left message asking what he needs to do to have the rescission request granted and not go to hearing.	Connie Brandon





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

**Action Log  
Petition # L182270  
9 Apollo Street**

Date	Action	By
3/20/19	I phoned Quintin Donnelly, after discussing with Joey Koomas, and explained that he has to decide if he is pursuing the existing OMI notice or if he is rescinding it. Because it appears that the notice is not being rescinded or has not been rescinded, the case was scheduled for a hearing. I advised him to speak with his attorney and he said he will.	Connie Brandon
3/25/19	Rcvd v/m from LL attorney stating that she doesn't know what the hearing on 4/16 is about because she never filed a petition for this address. I called her back and left a v/m stating that her request to rescind the LL's OMI notice was scheduled for a hearing because she never submitted a copy of a letter to the tenants rescinding the notice, as previously requested.	Joey Koomas
3/29/19	rec'd return to sender notice of hearing sent to current occupant at 9 Apollo St., Lower Level, forwarded to file	Elvira James
3/29/19	Reviewed action log which does not indicate that the Ts were sent copies of Request for Rescission and Memo 999A. Mailed a copy of Request for Rescission, Memo 999A, and NOH to Ts, Current Occupant, and T atty. Placed a label note at top of Memo 999A (copy to file) stating: "Note: This matter will be set for hearing, which has already been scheduled, on 4/16/19."	Cathy Helton
4/16/19	9:05 am, LL attorney and LL not here, left messages for LL attorney at both of her numbers stating that if no one shows by 9:20 am petition will be dismissed, spoke to LL who said he doesn't know anything about this, read him the actions that state that he was told by ALJ Brandon and LL attorney spoke with SALJ Koomas, LL said he will try to track LL attorney down and call me back	Elvira James
4/16/19	No appearance by any party. Case to be dismissed.	Harrison Nam
4/16/19	Rcvd call from LL who states that he served the tenants with a letter formally rescinding the OMI notice, and will fax a copy to my attention.	Joey Koomas
4/16/19	LL submitted copy of LL's letter to Ts rescinding subject RMI notice. Per discussion with SALJ Koomas, petition to be processed. No hearing needed. 15-day response period for Ts expires COB 4/15/19 (since 15th day from 3/29/19 mailing is Sat. 4/13/19).	Harrison Nam





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

***Action Log***

***Petition # L182270  
9 Apollo Street***

Date	Action	By
4/17/19	LL submitted a copy of letter to T rescinding OMI notice. Forwarded to ALJ Nam inbox	Front Counter
4/17/19	spoke with LL and confirmed that we received his fax copy of letter to Ts rescinding RMI yesterday	Elvira James
4/25/19	Order Arrived	Cathy Helton
4/26/19	Order Reviewed - To ALJ for final.	Joey Koomas
5/ 3/19	Request for Rescission of OMI Eviction Notice GRANTED. Order Granting Request for Rescission of Relative Move-In Eviction Notice mailed to parties. Copy of Order placed in OMI file M181845; OMI file was returned to CV. L182270 placed in closed files cabinet.	Cathy Helton
5/ 7/19	Made copy of the entire file for Vicky Chan/415-949-1900, left a voice message	Kyle Dang



1 Index Code: N23

2  
3 RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD  
4 CITY AND COUNTY OF SAN FRANCISCO

5 IN RE: 9 APOLLO STREET, LOWER LEVEL

6 QUINTIN DONNELLY,

7 OWNER,

8 and

9 MIGUEL GUTIERREZ and VANIA SANCHEZ,

10 TENANTS.  
11  
12

CASE NO. L182270  
(EVICTION CASE NO. M181845)

ORDER GRANTING LANDLORD'S  
REQUEST FOR RESCISSION OF  
RELATIVE MOVE-IN EVICTION  
NOTICE

13 The landlord filed a Relative Move-In eviction notice ("RMI Notice") with the Rent Board on  
14 June 18, 2018 in Case No. M181845. On November 26, 2018, the landlord filed a Request for  
15 Rescission of the RMI Notice filed in Case No. M181845, stating under penalty of perjury that no  
16 tenant moved or agreed to move after the RMI Notice was served. However, the landlord did not  
17 submit the requisite written notice addressed to the tenants' attorney or the subject tenants  
18 stating that the RMI Notice was rescinded.  
19

20 On December 13, 2018, and January 2, 2019, a Rent Board staff telephoned/sent a letter  
21 to the landlord's attorney to request a copy of a written notice addressed to the tenants' attorney  
22 or the subject tenants stating that the RMI Notice was rescinded. Not having received the  
23 requested document, on March 15, 2019, the Rent Board mailed a Notice of Hearing to the  
24 parties at the addresses listed on the Request for Rescission stating that a hearing would take  
25 place at the Rent Board on April 16, 2019, beginning at 9 A.M. On March 25, 2019, in response to  
26 the landlord attorney's inquiry, a Rent Board staff informed the landlord's attorney that this matter  
27 was set for a hearing because the landlord did not submit the requisite written notice addressed  
28



1 to the tenants' attorney or the subject tenants stating that the RMI Notice was rescinded.

2 The Rent Board mailed a copy of the Request for Rescission to the subject tenants on  
3 March 29, 2019, with a memorandum explaining the Rent Board standard for granting a request  
4 for rescission and stating that any objection to the request should be submitted in writing within  
5 fifteen (15) calendar days. No written objection from the tenants was received.  
6

7 On April 16, 2019, no party appeared for the scheduled hearing. A Rent Board staff  
8 member left a telephone message for the landlord's attorney inquiring about her/landlord's  
9 absence, and also telephoned the landlord to inquire about the same. Later that day, the landlord  
10 submitted a written notice addressed to the subject tenants stating that the RMI Notice was  
11 rescinded.

12 Based on the evidence in this case and the absence of any tenant objection, the  
13 landlord's November 26, 2018 Request for Rescission of the RMI Notice filed on June 18, 2018 in  
14 Case No. M181845 is GRANTED. This Order is final unless the Rent Board vacates the Order  
15 following an appeal to the Board. The parties must file appeals no later than fifteen calendar days  
16 from the date of the mailing of this Order, *on an appeal form available from the Rent Board.*  
17 [Ordinance Section 37.8(f)(1)] If the fifteenth day falls on a weekend or legal holiday, then the  
18 parties may file their appeals on the next business day.  
19

20 Dated: May 3, 2019

21   
Harrison Nam  
22 Administrative Law Judge  
23  
24  
25  
26  
27  
28



## 43/413018

<input type="checkbox"/> Non-payment of Rent	<input type="checkbox"/> Unapproved Subtenant	<input type="checkbox"/> Lead Remediation
<input type="checkbox"/> Habitual Late Payment of Rent	<input checked="" type="checkbox"/> Owner Move In	<input type="checkbox"/> Development Agreement
<input type="checkbox"/> Breach of Lease Agreement	<input type="checkbox"/> Condo Conversion	<input type="checkbox"/> Good Samaritan Tenancy Ends
<input type="checkbox"/> Nuisance	<input type="checkbox"/> Demolition	<input type="checkbox"/> Roommate Living in Same Unit
<input type="checkbox"/> Illegal Use of Unit	<input type="checkbox"/> Capital Improvement	<input type="checkbox"/> Other
<input type="checkbox"/> Failure to Sign Lease Renewal	<input type="checkbox"/> Substantial Rehabilitation	
<input type="checkbox"/> Denial of Access to Unit	<input type="checkbox"/> Ellis Act Withdrawal	<input type="checkbox"/> Severance of Housing Service

[illegible]





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

**Action Log**

**Ejection Notice # M181319  
9 Apollo Street**

Date	Action	By
4/30/18	OMI Notice Filed	Christina Varner
5/ 4/18	OMI Notice Complete	Christina Varner
5/10/18	T atty files copy of letter to LL atty claiming disability status for the tenants' minor son via fax,	Christina Varner
5/14/18	T atty files copy of letter to LL atty claiming disability status for the tenants' minor son via mail,	Christina Varner
6/22/18	Made copy of the entire file for David T. Chack/415-771-9850x1116, left a voice message	Kyle Dang
6/22/18	File back to Christina	Kyle Dang
7/11/18	First Statement of Occupancy Filed LL not recovered possession	Christina Varner
7/16/18	Statement of Occupancy Reviewed	Christina Varner
7/16/18	Statement of Occupancy Complete	Christina Varner
7/17/18	Statement of Occupancy Sent to Tenant	Christina Varner
7/17/18	Notice of Maximum Rent Sent to Unit	Christina Varner
8/16/18	Notice of Constraints Recorded	Christina Varner
8/23/18	Notice of Constraints Returned by Recorder	Christina Varner
10/26/18	TC to LL atty to request SOO, LM.	Christina Varner
10/30/18	TC with LL atty, I explained that so long as any OMI notice is not formally rescinded, an SOO would be due on each case. LL atty stated that she will file SOO today.	Christina Varner





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

***Action Log  
Eviction Notice # M181315  
9 Apollo Street***

Date	Action	By
11/ 7/18	TC to LL atty, LM with assistant Teresa, explained that we recd SOO on related case M181845, but not on this case, and to please submit it.	Christina Varner
11/ 8/18	VM from LL atty left late yesterday with question on SOO. TC to LL atty, explained that there are two cases currently open for this property since we recd two notices, so we need an SOO on this case. I explained that she could opt to file OMI rescission as to this notice, but in the meanwhile we would still need an SOO.	Christina Varner
11/26/18	File copied and certified for Stephen Booth pursuant to duplication request.	Cathy Helton
11/26/18	Request for Rescission of OMI Notice Filed	Christina Varner
11/27/18	LL atty submits notice of tenant claim to additional relocation payment based on the tenant's child's disability, and LL disputes the claim.	Christina Varner
1/23/19	Request for Rescission of OMI Notice Granted	Christina Varner
1/30/19	Rescission of OMI Constraints Recorded	Christina Varner
2/13/19	Rescission of OMI Constraints Returned by Recorder	Christina Varner
5/ 7/19	Made copy of the entire file for Vicky Chan/415-949-1900, left a voice message	Kyle Dang





# San Francisco Residential Rent Stabilization and Arbitration Board

A landlord who served a notice to vacate on or after January 1, 2018 pursuant to Rent Ordinance Section 37.9(a)(8) (owner or relative move-in) must complete a Statement of Occupancy and file it with the Rent Board within 90 days after the date the notice to vacate was served on the tenant, and shall file an updated Statement of Occupancy every 90 days thereafter; provided, however, if the Statement of Occupancy discloses that the landlord has recovered possession of the unit (i.e. the tenant(s) moved out), the landlord shall then be required to file updated Statements of Occupancy once a year for five years, no later than 12 months, 24 months, 36 months, 48 months and 60 months after the date the landlord recovered possession of the unit.

2018 JUL 11 PM 2:02

Rent Board Date Stamp

## STATEMENT OF OCCUPANCY FOLLOWING SERVICE OF OWNER OR RELATIVE MOVE-IN EVICTION NOTICE (Pursuant to Rent Ordinance §37.9(a)(8)(vii); Rules And Regulations §12.14(f))

### ↓ Rental Unit Information ↓

9 Apollo Street A San Francisco, CA 94124  
(Street Number of Unit) (Street Name & Suffix) (Unit Number) (Zip Code)  
9 Apollo Street, San Francisco, CA 94124  
(Full Property Address) (Name of Building Complex, if applicable) (# of Units in Building)

### ↓ Owner Information ↓

Owner's Name: Quintin E Donnelly  
(First) (Middle Initial) (Last)  
Owner's Mailing Address: 51 Tucker Avenue San Francisco, CA 94134  
(Street Number) (Street Name & Suffix) (Apt./Suite Number) (City & State) (Zip Code)  
Primary Phone: 415-830-1812 Other Phone:  
Fax Number: Email: qedmail@gmail.com

### ↓ Declaration ↓

I declare under penalty of perjury under the laws of the State of California that every statement in this Statement of Occupancy and every attached document is true and correct to the best of my knowledge and belief. I also acknowledge that the Rent Board will make all reasonable efforts to send a copy of this Statement of Occupancy to the tenant(s) within 30 days of filing, and if it's not filed by the due date, the Rent Board will make all reasonable efforts to send the tenant(s) a notice that it wasn't timely filed.

*Quintin E Donnelly*

Signature of Owner

07/10/2018  
Date

NOTE: Any landlord who fails to timely file a completed Statement of Occupancy with the supporting documentation required by Rules and Regulations §12.14(f)(4) (if applicable) will be subject to an administrative penalty in the following amounts: \$250 for the first violation, \$500 for the second violation, and \$1000 for every subsequent violation. See Rules and Regulations §12.14(f)(6) for more information. In addition, the Rent Board is required to send to the District Attorney a random sample of 10% of all Statements of Occupancy each month, as well as a list of units for which the required Statement of Occupancy was not filed with the Rent Board. In cases where the District Attorney determines that Ordinance Section 37.9(a)(8) has been violated, the District Attorney shall take whatever action he or she deems appropriate under the Rent Ordinance or state law.



## San Francisco Residential Rent Stabilization and Arbitration Board

### ↓ Landlord Has Not Recovered Possession of the Unit ↓

#### ATTACH FORM A – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), and I have not recovered possession of the unit.

The notice to vacate was served on: April 16, 2018

Please check one of the following:

- ☐ I am filing this first Statement of Occupancy within 90 days of the date of service of the notice to vacate on the tenant(s). ☐ I missed the filing deadline.
- ☒ I am filing an updated Statement of Occupancy because it has been 80-90 days since I filed a prior Statement of Occupancy and I still have not recovered possession of the unit. ☐ I missed the filing deadline.
- ☐ I am no longer endeavoring to recover possession of the unit, the tenant(s) did not move out, I notified the tenant(s) in writing that the notice to vacate has been rescinded AND the Rent Board has granted my Request for Rescission of the Owner Move-In Eviction Notice.

### ↓ Landlord Has Recovered Possession and the Owner or Relative is Occupying the Unit ↓

#### ATTACH FORM B – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), I have recovered possession of the unit, and the owner or relative for whom the tenant(s) was evicted is currently occupying the unit as that person's principal residence.

The notice to vacate was served on \_\_\_\_\_, I recovered possession on: \_\_\_\_\_

Please check one of the following:

- ☐ I am filing this Statement of Occupancy within ☐ 90 days of the date of service of the notice to vacate on the tenant(s) or ☐ within 80-90 days since I filed a prior Statement of Occupancy. ☐ I missed the filing deadline.
- ☐ I am filing this annual Statement of Occupancy no later than (check one): ☐ 12 months ☐ 24 months  
☐ 36 months ☐ 48 months or ☐ 60 months AFTER the date the tenant(s) moved out.  
☐ I missed the filing deadline for this year's annual Statement of Occupancy.

### ↓ Landlord Has Recovered Possession and the Owner or Relative is NOT Occupying the Unit ↓

#### ATTACH FORM C – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), I have recovered possession of the unit, and the owner or relative for whom the tenant(s) was evicted is NOT occupying the unit as that person's principal residence.

The notice to vacate was served on \_\_\_\_\_, I recovered possession on: \_\_\_\_\_

Please check one of the following:

- ☐ I am filing this Statement of Occupancy within ☐ 90 days of the date of service of the notice to vacate on the tenant(s) or ☐ within 80-90 days since I filed a prior Statement of Occupancy. ☐ I missed the filing deadline.
- ☐ I am filing this annual Statement of Occupancy no later than (check one): ☐ 12 months ☐ 24 months  
☐ 36 months ☐ 48 months ☐ 60 months AFTER the date the tenant(s) moved out.  
☐ I missed the filing deadline for this year's annual Statement of Occupancy.



# San Francisco Residential Rent Stabilization and Arbitration Board

## FORM A – STATEMENT OF OCCUPANCY

Use this form if you have not yet recovered possession of the tenant's rental unit.

Please complete the information requested below. DO NOT LEAVE ANY BLANKS. Failure to provide all of the requested information may subject the owner to administrative penalties.

1. Have you recovered possession of the unit?

☐ Yes (STOP! You must complete FORM B or FORM C.)

☒ No

2. Are you still pursuing the eviction of the tenant?

☒ Yes (Skip to question 3.) ☐ No

If NO,

- (a) Have you notified the tenant in writing that the notice to vacate has been rescinded?

☐ Yes. (Please attach a copy of the written notice to the tenant that rescinds the notice to vacate.)

☐ No

- (b) Has the Rent Board granted your written Request for Rescission of the Owner Move-in Eviction Notice?

☐ Yes. (Please attach a copy of the Rent Board's Order granting the Request for Rescission. Since your Request for Rescission was granted, you do not need to complete the rest of this Form A and you are not required to file any subsequent Statements of Occupancy. However, you must timely file this Statement of Occupancy with the Rent Board.)

☐ No

- (c) Does any tenant who was served with the notice to vacate still occupy the unit after written rescission of the notice to vacate and/or rescission by the Rent Board of the recorded Notice of Constraints?

☐ Yes. (Please provide the name(s) and contact information of the tenant(s) in occupancy and attach proof of the most recent rental payment received from the tenant(s) and proof that the owner has deposited or cashed it.)

☐ No

(Name of Tenant)

(Telephone Number)

(Email Address)

(Name of Tenant)

(Telephone Number)

(Email Address)

(Name of Tenant)

(Telephone Number)

(Email Address)

Please attach an additional sheet of paper if needed in order to include all tenants currently occupying the unit.

3. Have you filed an Unlawful Detainer action against the tenant to recover possession of the unit?

☐ Yes. Date filed: \_\_\_\_\_

☒ No

4. The current rent for the unit is: 850.00

5. List the full name(s) of all persons currently holding a full or partial percentage ownership in the property, the percentage of ownership interest, and the date that the current percentage of ownership interest was recorded.

Quintin Donnelly

(Name of Owner)

50

(Current Percentage of Ownership)

July 18, 2016

(Date Current Ownership Interest Was Recorded)

Sandy Donnelly

(Name of Owner)

50

(Current Percentage of Ownership)

July 18, 2016

(Date Current Ownership Interest Was Recorded)

(Name of Owner)

(Current Percentage of Ownership)

(Date Current Ownership Interest Was Recorded)

Please attach an additional sheet of paper if needed in order to include all persons with an ownership interest in the property.



## San Francisco Residential Rent Stabilization and Arbitration Board

6. The owner is endeavoring to recover possession of the rental unit for use as the principal residence of the following person(s); (Check one of the following)

☒ Owner(s) Sandy Donnelly  
(Name of Owner) (Name of Owner)

☐ Relative(s) \_\_\_\_\_  
(Name of Relative) (Relationship to Owner)

7. Provide a description (e.g. address, size of building, number of bedrooms and bathrooms) of the current residence of the owner or relative for whom possession of the unit is being sought.

The 9 Apollo Street property is a single family home with 3 bedrooms and 1 bath. It is approximately 1812 square foot.

8. Explain why the owner or relative is moving from his/her current residence to the subject unit.

The owner is looking to move into subject property because my growing family needs more space than what my current property can offer and provide.

9. Provide a description of all residential properties owned in whole or in part, by the owner and, if applicable, a description of all residential properties owned, in whole or in part, by the owner's relative for whom possession of the unit is being sought.

The owner owns 50% of 51 Tucker Avenue, San Francisco, CA 94134, a single family home, 50% of 9 Apollo Street, San Francisco, CA 94124, a single family home with an illegal unit in the lower level. The owner also owns 50% an investment property at 2987 N.W. Lange Court, Hillsboro, OR 97123 that is a single family home. It is currently occupied by tenants with a month to month tenancy.

10. Have you served a notice to vacate pursuant to Ordinance Section 37.9(a)(8)(i) for a different rental unit based on an owner move-in eviction?

☐ Yes. Date of service of the notice to vacate: \_\_\_\_\_

Address of the unit: \_\_\_\_\_  
(Street No.) (Street Name & Suffix) (City & State) (Zip Code)

☒ No

11. Have you recovered possession of any other rental unit in the same building as the subject rental unit subsequent to the service of the owner or relative move-in eviction notice?

☐ Yes. Date of service of the notice to vacate, if applicable: \_\_\_\_\_


Address of the unit: \_\_\_\_\_  
(Street No.) (Street Name & Suffix) (City & State) (Zip Code)

☒ No



**RECORDING REQUESTED BY:**  
City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

**WHEN RECORDED MAIL TO:**  
City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2019-K727309-00**  
Act 37-Rent Arbitration Board  
Wednesday, JAN 30, 2019 11:39:40  
Ttl Pd \$0.00 Rcpt # 0005947827  
ofa/FT/1-1

---

**RESCISSION OF NOTICE OF CONSTRAINTS ON REAL PROPERTY**  
(to be recorded by the Rent Board)

Pursuant to San Francisco Administrative Code Chapter 37, Section 37.9B(e), the City and County of San Francisco acting by and through its Rent Stabilization and Arbitration Board (the "City") is authorized under certain conditions to issue and record notices affecting residential real property located in San Francisco, California.

The real property where the rental unit is located is specifically described as:

**Block: 5354 Lot: 048**

**Name of Owner(s): Quintin Donnelly, Sandy Donnelly**

On 4/30/2018, the owner filed with the Rent Board a Notice to Vacate the rental unit at 9 Apollo Street, #Lower Level, San Francisco, CA 94134 based on owner/relative occupancy. On 8/16/2018 the City caused to be recorded against 9 Apollo Street, #Lower Level, San Francisco, CA 94134 a "Notice of Constraints on Real Property" as Document No.DOC-2018-K656571-00 of the Official Records of the City and County of San Francisco.

After the Notice of Constraints was recorded, the owner's Request for Rescission of Owner Move-In Eviction Notice was granted by the Rent Board and the tenancy was not terminated. Accordingly, the City hereby rescinds, cancels, and renders void and of no force and effect, the Notice of Constraints. The Property shall remain unencumbered by the Notice of Constraints and the owner shall be restored to his/her interest, as though the Notice of Constraints had never been issued and recorded.

Dated: 1/30/2019



---

Robert Collins, Executive Director  
San Francisco Residential Rent Stabilization and Arbitration Board



RECEIVED  
2015 APR 30 PM 2:43  
S.F. RESIDENTIAL PLAN  
ADMINISTRATIVE BOARD

**SIXTY DAY NOTICE OF TERMINATION OF TENANCY**  
San Francisco Administrative Code Chapter 37.9(a), Subsection 8  
[Owner's Relative Move-In]

TO: MIGUEL GUTIERREZ, VANIA SANCHEZ, and All Occupants in Possession of the real property located at 9 Apollo Street (Lower Level), San Francisco, California 94134 (hereafter, "Subject Premises"). The single family house at 9 Apollo Street, San Francisco, CA 94134 ("Subject Property") is divided into two residential units outside the public record, and subject to rent control.

PLEASE TAKE NOTICE THAT YOU ARE HEREBY required within sixty (60) days of the service upon you of this notice to vacate from and deliver possession of the Subject Premises now being occupied by you, to the Owner and Landlord, QUINTIN DONNELLY, who is authorized to take possession of the same by virtue of an undivided 100% ownership interest, in joint tenancy (with right of survivorship) with his spouse, SANDY DONNELLY, in the property situated in the City and County of San Francisco, State of California, commonly known as 9 Apollo Street, San Francisco, California 94134.

THIS NOTICE IS INTENDED to terminate the tenancy and rental agreement by which you now hold possession of the Subject Premises. If you fail to comply, legal proceedings will be instituted against you to recover possession, to declare said rental agreement forfeited, and to recover rents and damages for the period of unlawful detention, and court costs.

YOUR MONTHLY RENT OF \$850.00 shall be regularly due and payable to the Owner and Landlord QUINTIN DONNELLY, up to and including the date of the termination of your tenancy.

For purposes of this subsection, the term "landlord" shall be defined as an owner of record on or before February 21, 1991 of at least 10% interest of the Subject Property, and as an owner of record after February 21, 1991 of at least 25% interest in the Subject Property, or, for Section 37.9(a)(8)(i) only, two individuals registered as Domestic Partners as defined in San Francisco Administrative Code Chapter 62.1-62.8 whose combined ownership of record is at least 25 percent.

Owner QUINTIN DONNELLY's dominant motive for recovering possession of the Subject Premises is set forth in, and this notice are in compliance with the San Francisco Rent Ordinance also known as San Francisco Administrative Code Chapter 37, and particularly Section 37.9(a), Subsection (8), in that:

Owner QUINTIN DONNELLY seeks to recover possession of the rental unit at 9 Apollo Street (Lower Level), San Francisco, California 94134 ("the Subject Premises") in good faith, without ulterior reasons, and with honest intent, for the use and occupancy of his spouse, Sandy Donnelly, and their three minor children. The Owner's spouse

M181315



intends to use, occupy and reside at the Subject Premises as her and their children's principal residence, for a period of at least 36 continuous months, and they will move into the Subject Premises within three months of the date that you actually vacate the unit, and when it is ready for occupancy. In the event the Owner needs more than three months to renovate and occupy the Subject Premises, the Owner will properly file a statement of occupancy described below.

QUINTIN DONNELLY is the record owner of the Subject Property with an undivided 100% ownership interest therein, in fee simple, and in joint tenancy (with a right of survivorship) with his spouse, Sandy Donnelly. Owner QUINTIN DONNELLY intends to recover possession of the Subject Premises for his spouse Sandy Donnelly and their children's use and occupancy, and as their principal place of residence for a period of at least 36 continuous months. The Owner DONNELLY is acting in good faith, without ulterior motives, and with honest intent. The current ownership was recorded in San Francisco County on July 18, 2016. *A true and correct copy of the current Grant Deed recorded in San Francisco County on July 18, 2016 is attached as Exhibit "A" to the Declarations of Quinton Donnelly and Sandy Donnelly herewith and incorporated herein by reference.*

The Owner QUINTIN DONNELLY is currently in possession of the upper level of the single family house located at 9 Apollo Street ("Upper Level"), San Francisco, California 94134, but it is currently uninhabitable and being renovated. The Upper Level of the Subject Property is not comparable to the Subject Premises (Lower Level) or currently available for occupancy. QUINTIN DONNELLY, his wife Sandy Donnelly and their three sons are currently staying in their single family house located at 51 Tucker Avenue, San Francisco, CA 94124 with Sandy Donnelly's parents, Anna Chan and John Tran. There is not enough room for the Owner's family at 51 Tucker Avenue house under the circumstances. Owner QUINTIN DONNELLY plans to move his wife, Sandy Donnelly and their three children into the Subject Premises and simultaneously utilize the Upper Level as his principal residence after the necessary renovation is completed and within three months of the tenants vacating it (as QUINTIN DONNELLY currently has legal possession of the Upper Level as it was delivered vacant after the purchase).

PLEASE BE ADVISED THAT a landlord may not recover possession of a unit from a tenant under Section 37.9(a)(8) if the landlord has or receives notice, any time before recovery of possession, that any tenant in the rental unit (A) is 60 years of age or older and has been residing in the unit for ten (10) years or more, or B) is disabled within the meaning of Section 37.9(i)(1)(B)(i) and has been residing in the unit for ten (10) years or more, or is catastrophically ill within the meaning of Section 37.9(i)(1)(B)(ii) and has been residing in the unit for five (5) years or more. The provisions of Section 37.9(i)(1)(A) and (B) shall not apply where there is only one rental unit owned by the landlord in the building, or where each of the rental units owned by the landlord in the same building where the landlord resides (except the unit actually occupied by the landlord) is occupied by a tenant otherwise protected from eviction by Sections 37.9(i)(1)(A) and (B) and where the landlord's qualified relative who will move into the unit pursuant to Section 37.9(a)(8) is 60 years of age or older.



The foregoing provisions established by Section 37.9(i) include but are not limited to, any rental unit where a notice to vacate/quit has been served as of the date the amendments take effect but where the rental unit has not yet been vacated or an unlawful detainer judgment has not been issued.

**YOU HAVE 30 DAYS AFTER SERVICE OF THIS NOTICE** upon you in which to invoke the protections of Section 37.9(i). To invoke the protection of Section 37.9(i), you must, within 30 days after service of this notice upon you, serve a statement upon the landlord, **including supporting evidence**, either through the United States Postal Service or by hand delivery, that you claim or do not claim to be a member of one of the classes protected by Section 37.9(i). Your failure to timely serve the landlord with your statement shall be deemed an admission that you are not protected by Section 37.9(i). The landlord may challenge your claim of protected, at the landlord's option, through commencement of eviction proceedings. You shall have the burden of proving your protected status. No civil or criminal liability shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

Section 37.9(j) provides that it shall be a defense to an eviction under Section 37.9(a)(8) if any tenant in the rental unit has a custodial or family relationship with a child under the age of 18 who is residing in the unit, the tenant with the custodian or family relationship has resided in the unit for 12 months or more, and the effective date of the notice of termination of tenancy falls during the school year. The term "school year" means the first day of instruction for the Fall Semester through the last day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year.

The foregoing provision Section 37.9(j)(1) shall not apply where there is only one rental unit owned by the landlord in the building, or where the owner who will move into the unit pursuant to Section 37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner.

Owner QUINTIN DONNELLY and his spouse, Sandy Donnelly, have three minor children, Beck Donnelly (born October 22, 2004), Sean Donnelly (born July 22, 2009), and Chase Donnelly (born September 6, 2013) who will move into the Subject Premises with their mother, Sandy Donnelly.

Accordingly, this Notice is intended to expire outside the School Year for San Francisco Unified School District. *Pertinent information regarding the status of "New Eviction Protections for School Employees and Families with Children During the School Year" is attached hereto as Exhibit "B."*

**YOU HAVE 30 DAYS AFTER SERVICE OF THIS NOTICE** upon you in which to invoke the protections of Section 37.9(j). To invoke the protection of Section 37.9(j), you must, within 30 days after service of this notice upon you, submit a statement to the landlord, **including supporting evidence**, if you claim to be a member of the class



protected from eviction by Section 37.9(j). A tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). A landlord may challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status. Please submit your statement to the landlord either through the United States Postal Service or by hand delivery, that you claim to be a member of one of the classes protected by Section 37.9(j).

EFFECTIVE NOVEMBER 1, 1998; as amended by Ord. No. 57-02, effective June 2, 2002; amended by Proposition H, effective December 22, 2006; amended by Ord. No. 160-17, effective August 27, 2017, *Section 37.9B Tenants Rights in Eviction Under Section 37.9(a)(B) of Chapter 37 of the San Francisco Administrative Code explains your rights and is attached hereto as Exhibit "C" and incorporated herein by reference. Section 12.14 of the San Francisco Rent Board Rules & Regulations regarding Evictions Under Section 37.9(a)(8) is also attached hereto as Exhibit "D" and is incorporated herein by reference.*

The Owner QUINTIN DONNELLY is acting in good faith, with honest intent, and without ulterior motive by way of commencing this proceeding, and has complied with the provisions of the San Francisco Administrative Code Section 37.9(a)(8)(i) through (viii) *et seq.*, and all other mandates of state and local law. Specifically, Section 37.9(a)(8)(i) states that the landlord may recover possession in good faith, without ulterior reasons and with honest intent, for his own use and occupancy as his principal residence for a period of at least 36 continuous months.

Section 37.9(a)(8)(ii) states that a landlord may recover possession of the rental unit in good faith, without ulterior reasons and with honest intent "[f]or the use of occupancy of the landlord's grandparents, grandchildren, parents, children, brother or sister, or the landlord's spouse, or the spouse of such relations, as their principal place of residency for a period of at least 36 months, in the same building in which the landlord resides as his or her principal place of residency, or in a building in which the landlord is simultaneously seeking possession of a rental unit under 37.9(a)(8)(i)..."

A landlord may not recover possession under Section 37.9(a)(8) if any comparable unit owned by the landlord in San Francisco is already vacant and is available, or if such unit becomes vacant and available before the recovery of possession of the unit. If a comparable unit does become vacant and available before the recovery of possession, the landlord shall rescind the notice to vacate and dismiss any action filed to recover possession of the premises. Provided further, if a non-comparable unit becomes available before the recovery of possession, the landlord shall offer that unit to the tenant. It shall be evidence of lack of good faith if a landlord times the service of the notice, or



the filing of an action to recover possession, so as to avoid moving into a comparable unit, or to avoid offering a tenant a replacement unit.

In compliance with the new amendment to Section 37.9(a)(8), the landlord has attached as Exhibit "H" to this Notice a form prepared by the Rent Board entitled, "Notice of Tenant's Change of Address Following Owner or Relative Move-In Eviction" that the tenant can use to keep the Rent Board apprised of any future change in address. Also attached is a declaration executed by the landlord under penalty of perjury stating that the landlord seeks to recover possession of the Subject Premises in good faith, without ulterior reasons and with honest intent, for use or occupancy as the principal residence of the landlord or the landlord's qualified relative(s), for a period of at least 36 continuous months. In this case, the landlord's qualified relatives are his spouse and three minor children.

Evidence that the landlord has not acted in good faith may include, but is not limited to, any of the following:

- (1) The landlord has failed to file the notice to vacate with the Rent Board;
- (2) The landlord or relative for whom the tenant was evicted did not move into the rental unit within three months after the landlord recovered possession and then occupy said unit as that person's principal residence for a minimum of 36 consecutive months;
- (3) The landlord or relative for whom the tenant was evicted lacks a legitimate, bona fide reason for not moving into the unit within three months after the recovery of possession and/or then occupying said unit as that person's principal residence for a minimum of 36 consecutive months;
- (4) The landlord did not file a statement of occupancy (see below) with the Rent Board as required by Section 37.9(a)(8)(vii);
- (5) The landlord violated Section 37.9B by renting the unit to a new tenant at a rent greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to the Rent Ordinance; and
- (6) Such other factors as a court or the Rent Board may deem relevant.

Nothing described above is intended to alter or diminish any other right to relief that a tenant may have based on a landlord's failure to comply with the Rent Ordinance.

Once a landlord has successfully recovered possession of a rental unit pursuant to Section 37.9(a)(8)(i), then no other current or future landlords may recover possession of any other rental unit in the building under Section 37.9(a)(8)(i). It is the intention of this section that only one specific unit per building may be used for such occupancy, all future occupancies under Section 37.9(a)(8)(i) must be of that same unit, provided that a landlord may file a petition with the Rent Board, or at the landlord's option, commence eviction proceedings, claiming that disability or other similar hardship prevent him or her from occupying a unit which was previously occupied by the landlord.



A landlord who has recovered possession of a unit pursuant to Section 37.9(a)(8) on or after January 1, 2018 must complete a **statement of occupancy** penalty of perjury on a Rent Board form that discloses whether the landlord has recovered possession of the unit. The landlord shall file the **statement of occupancy** with the Rent Board within 90 days after the date of service, and shall file an **updated statement of occupancy** every 90 days thereafter, unless the **statement of occupancy** disclosed that the landlord is no longer endeavoring to recovery possession of the unit, in which case no further **statements of occupancy** need be filed.

If the **statement of occupancy** discloses that the landlord has already removed possession of the unit, the landlord shall file **updated statements of occupancy** one a year for five years, no later than 12 months, 24 months, 36 months, 48 months and 60 months after recovery of possession of the unit. Each **statement occupancy** filed after the landlord has recovered possession of the unit shall disclose the date of recovery of possession, whether the landlord or relative for whom the tenant was evicted is occupying the unit as that person's principal residence with at least two forms of supporting documentation, the date such occupancy commenced (or alternatively, the reasons why occupancy has not yet commenced) the rent charge for the unit if any, and such other information and documentation as the Rent Board may require in order to effectuate the purpose of Section 37.9(a)(8).

The Rent Board shall may all reasonable efforts to send the displaced tenant a copy of each **statement of occupancy** within 30 days of the date of filing, or a notice that the landlord did not file a **statement of occupancy** if no **statement of occupancy** was filed. In addition, the Rent Board shall impose an administrative penalty on any landlord who fails to comply with subsection (a)(8)(vii), in the amount of \$250 for the first violation, \$500 for the second violation, and \$1,000 for every subsequent violation. The procedure for the imposition, enforcement, collection, and administrative review of the administrative penalty shall be governed by Administrative Code Chapter 100, "Procedures Governing the Imposition of Administrative Fines," which is incorporated in its entirety.

Please note that if any provision or clause of Section 37.9(a)(8) of the Rent Ordinance or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other chapter provisions of the Rent Ordinance, and clauses of this chapter are held to be severable.

Any rental unit which a tenant vacates after receiving this notice, and which is subsequently no longer occupied as a principal residence by the landlord or the landlord's qualified relatives or the spouses of such relations must, if offered for rent during the five year period following service of this notice under Section 37.9(a)(8), be rented in good faith at a rent not greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to the Rent Ordinance.



If it is asserted that a rent increase could have taken place during the occupancy of the rental unit by the landlord if the rental unit had been subjected to the Rent Ordinance, the landlord shall bear the burden of proving that the rent could have been legally increased during that period. If it is asserted that the increase is based in whole or in part upon any grounds other than that set forth in Section 37.3(a)(1), the landlord must petition the Rent Board pursuant to the procedures of the Rent Ordinance. Displaced tenants shall be entitled to participate in and present evidence at any hearing held on such a petition. Displaced tenants should make all reasonable efforts to keep the Rent Board apprised of your current address by using the Notice of Tenant's Change of Address Following Owner or Relative Move-In Eviction (attached as Exhibit "H") for the above-described purposes. The Rent Board shall provide notice of any proceedings before the Rent Board to the displaced tenant(s) at the last address provided by the tenant(s). No increase shall be allowed on account of any expense incurred in connection with the displacement of the tenant(s).

Any landlord who, within five years of the date of service of the 60 Day Notice of Termination of Tenancy, offers for rent or lease any unit in which possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or lease to the tenants displaced as follows:

- (1) If any tenant or lessee has advised the landlord in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer if to me directed, the landlord must make such an offer whenever the unit is again offered for rent or lease. That former tenant may advise the landlord at any time of a change of address to which an offer is to be directed.
- (2) The landlord shall offer to reinstitute a rental agreement or lease at the permissible rent by registered or certified mail with postage prepaid and shall describe the terms of the offer. The displaced tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.
- (3) If more than one tenant attempts to accept the offer for a given unit, the landlord shall notify each tenant so accepting that other acceptances have been received, and shall further advise each such tenant of the names and addresses of the others. If all such tenant do not within thirty (30) days thereafter agree and notify the landlord of which tenant(s) will reoccupy the unit, the tenant(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant initially occupied the unit on the same date, then the first such tenant to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.



**NOTE:** The voters approved Proposition H on November 7, 2006, effective December 22, 2006, which requires landlord to pay relocation payments for "no fault" evictions such as an Owner Move-In Eviction under Section 37.9(a)(8) of the San Francisco Rent Ordinance.

Therefore, Section 37.9C of the San Francisco Administrative Code provides, in pertinent part,

**"37.9C Tenants Rights to Relocation for No-Fault Evictions**

**(a) Definitions.**

**(1) Covered No-Fault Eviction Notice.**

For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8), (10), (11), or (12).

**(2) Eligible Tenant.** For purposes of this section 37.9C, an Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months...

**(e) Relocation expenses shall be:**

- (1)** Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord be obliged under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses to all Eligible Tenants in the same unit..."
- (2)** In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Sections 12955.3 and 12926 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of \$3,000, \$1,500 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the additional relocation payment along with supporting evidence, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit. If you claim the additional \$3,000, please notify the Owner with supporting evidence of your eligibility for the additional payment. Within 30 days after notification to the Owner of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the Owner will give written notice to the Rent Board of your claim for additional relocation assistance and



whether or not the Owner disputes the claim, without invalidating this Notice.

Since March 1, 2018, these relocation expenses have been increased annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that date is made available by the United States Department of Labor and published by the Rent Board.

Effective March 1, 2018, relocation payments were increased to the following amounts: \$6,627.00 per Eligible Tenant with a cap of \$19,881.00 per rental unit, with an additional \$4,419.00 for each elderly (60 years or older) or disabled (per California Governmental Code section 12955.3) tenant or each household with at least one child under the age of 18 years old.

Please be advised that, based upon the Owner's belief, the following Eligible Tenants residing at the Subject Premises is entitled to the following payment:

MIGUEL GUTIERREZ	\$19,881.00
WIFE/PARTNER VANIA SANCHEZ	
Minor Children in Household	<u>\$ 4,419.00</u>
	\$24,300.00

One-half of the statutory relocation payment in the amount of twelve thousand one hundred fifty dollars (\$12,300.00) is paid with the service of this 60 Day Notice of Termination of Tenancy, and one-half will be paid when the Eligible Tenants vacate. *Section 37.9C of the San Francisco Rent Ordinance, and the most recent Relocation Payments schedule for no cause evictions under Sections 37.9(a)(8), (10), (11), and (12) are attached collectively hereto as Exhibit "E" and incorporated herein by reference*

The Owners QUINTIN DONNELLY and his spouse, Sandy Donnelly, own a single family house at 51 Tucker Avenue, San Francisco, CA 94124. It has two bedrooms, one bathroom, a living room, eat-in kitchen, a garage and backyard. The owners occupy it now with Sandy Donnelly's parents, Anna Chan and John Tran. It will remain occupied by Anna Chan and John Tran after the Donnelly Family move to the Subject Property. Owners QUINTIN DONNELLY and his spouse, Sandy Donnelly also own an investment property at 2987 N.W. Lange Court, Hillsboro, Oregon 97123. It is currently occupied by tenants with a month to month tenancy. QUINTIN DONNELLY and Sandy Donnelly own no other vacant, available, comparable or noncomparable residential properties, jointly or individually. Therefore, Owner QUINTIN DONNELLY owns no other vacant, available, incomparable and/or comparable units anywhere else to offer you for rent when this Notice expires.

Effective August 27, 2017, the San Francisco Rent Ordinance was amended to increase protections for tenants who receive an Owner Move-In or Relative Move-In



eviction notice. While some of the amendments took effect on August 27, 2017, most of the amendments took effect on January 1, 2018 and apply to this notice.

A summary of the new amendments are attached hereto as Exhibit "F" for your review.

Be advised you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from your security deposit, if any. Please contact the Owner to request an initial inspection.


State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

ADVICE REGARDING THIS NOTICE is available from the San Francisco Residential Rent Stabilization and Arbitration Board located at 25 Van Ness Avenue, Room 320, San Francisco, California, 415.252.4600.

Notice to Tenant Required by Rent Ordinance §37.9(c) is attached hereto as Exhibit "G."

The form entitled, "Notice of Tenant's Change of Address Following Owner or Relative Move-In Eviction" that the tenants can use to keep the Rent Board apprised of any future change in address is attached hereto as Exhibit "H."

Date: April 16, 2018

  
KAREN Y. UCHIYAMA, ESQ.  
Attorney for Owner  
QUINTIN DONNELLY  
1439 Baker Street  
San Francisco, California 94115  
Telephone: 415.563.9300

cc: San Francisco Rent Stabilization and Arbitration Board



**DECLARATION OF QUINTIN DONNELLY**

I, QUINTIN DONNELLY, declare and state as follows:

1. I am the owner of a single family house with an unwarranted in-law unit located at 9 Apollo Street, San Francisco, California 94124 ("Subject Property"). The following facts are of my own personal knowledge and if called to testify as a witness, I could and would competently testify to the items set forth below.

2. I own an undivided ownership interest <sup>94134</sup> (100% in the aforementioned real property at 9 Apollo Street, San Francisco, California ~~94124~~), in joint tenancy with a right of survivorship, with my wife, Sandy Donnelly. The Grant Deed evidencing my ownership was recorded at the San Francisco County Recorder's Office on July 18, 2016. *A true and correct copy of the recorded Grant Deed is attached hereto collectively as Exhibit "A."*

3. I currently own and reside in a single family house located at 51 Tucker Avenue, San Francisco, CA 94124. It has two bedrooms and one bathroom, a living room, kitchen, backyard and garage. I live there with my spouse, my three minor children, and my mother-in-law, Anna Chan and my father-in-law, John Tran.

4. I am married to Sandy Donnelly, and we have three minor sons: Beck (born 10/22/04), Sean (born 7/22/2009) and Chase (born 9/6/13).

5. The Subject Property at 9 Apollo Street, San Francisco, CA is a single family house divided into two separate units. I am informed and believe it was previously occupied by two separate families. The space on the lower level of the Subject Property has two rooms, a kitchenette, one bathroom, and access to a small backyard. It is hereafter identified as 9 Apollo Street (Lower Level), San Francisco, CA 94124 ("Subject Premises").

6. My growing family needs more space. After our family moves out of 51 Tucker Avenue, my in-laws will remain living there as their principal residence. It is not comparable to the Subject Premises, and it is unavailable to offer for rent to anyone.

7. I purchased the Subject Property through a foreclosure sale in July 2016 with the intent to move into the single family house with my family. I was informed by the foreclosing lender that the entire property was vacant. However, much to my surprise, when I first visited the Subject Property, I discovered the previous owner's subtenants still residing in the lower level of the house after the foreclosed owner vacated the upper level of the Subject Property.

8. At the time our ownership interests were recorded in San Francisco County on July 18, 2016, I am informed and believe that the Subject Premises was occupied by the former owner's purported tenants or subtenants, Miguel Gutierrez, Vania Sanchez and their two minor sons.

9. The Subject Premises is now subject to the rent control and eviction restriction laws in San Francisco. There are no comparable, available residential units in the building at 9 Apollo Street, San Francisco, CA 94124. The upper level has three bedrooms, one bathroom, eat-in kitchen, living room, and no access to the backyard. It is not comparable to the Subject Premises and I am in possession of it. It is being remodeled, and it is currently uninhabitable and unavailable to rent to anyone.

10. To date, no other owner has evicted any tenant pursuant to an Owner- or Relative- Move-In Eviction from the Subject Property or Subject Premises at 9 Apollo Street, San Francisco, CA 94124.

11. I am currently in possession of the upper level of the Subject Property, and I plan to move my wife and minor children into the Subject Premises and use both levels as our principal residence because my family and I need more living space.



1  
2 22. In the event that my wife and I re-rent the Subject Premises during the  
3 five-year period following service of the OMI Notice, I understand that we may charge a new  
4 tenant no more than that which the displaced tenants would have paid had the displaced tenants  
5 remained in occupancy.

6 23. I understand that a tenant who is charged excess rent during the five year  
7 period following service of an OMI Notice may sue the landlord for treble damages and/or  
8 injunctive relief. I also understand that non-profit San Francisco tenant rights organizations may  
9 sue the landlord for wrongful eviction and collection of excess rents following an OMI Notice.  
1 Monetary awards for rent overpayments may be doubled rather than trebled.

0 24. I understand that the statute of limitations for a tenant to bring a wrongful  
1 eviction lawsuit against the landlord following an Owner Move In Eviction or Owner's  
1 Relative's Move In Eviction is five years. The statute of limitations for such actions by a non-  
1 profit San Francisco tenant rights organization is three years.

2 25. Since tenants MIGUEL GUTIERREZ, VANIA SANCHEZ and family  
1 have resided at the Subject Premises for more than twelve months, they are entitled to, and I am  
3 willing to pay them, relocation expenses in the sum of twenty four thousand three hundred  
1 dollars (\$24,300.00) in two installment payments. Subtenant MIGUEL GUTIERREZ  
4 purportedly has a security deposit in the sum of eight hundred fifty dollars (\$850.00). It will be  
1 handed according to state and local laws.

5 26. The first installment payment in the sum of twelve thousand one hundred  
1 fifty dollars (\$12,150.00) to the head of the household, MIGUEL GUTIERREZ, who has resided  
6 at the Subject Premises for more than twelve months, is enclosed (in one check made payable to  
1 MIGUEL GUTIERREZ) along with the Sixty Day Notice of Termination of Tenancy and this  
7 declaration.

1 I declare under penalty of perjury under the laws of the State of California that the  
8 foregoing is true and correct. Executed this 10 day of April, 2018 at San Francisco, California.

9  
2  
0  
2  
1  
2  
2  
2  
3  
2  
4  
2  
5  
2  
6  
2  
7  
2  
8  
  
QUINTIN DONNELLY



**DECLARATION OF SANDY DONNELLY**

I, SANDY DONNELLY, declare and state as follows:

1. I am the owner of a single family house with an unwarranted in-law unit located at 9 Apollo Street, San Francisco, California 94124 ("Subject Property"). The following facts are of my own personal knowledge and if called to testify as a witness, I could and would competently testify to the items set forth below.

2. I own an undivided ownership interest (100%) in the aforementioned real property at 9 Apollo Street, San Francisco, California 941<sup>3</sup>4, in joint tenancy with a right of survivorship, with my husband, Quintin Donnelly. The Grant Deed evidencing my ownership was recorded at the San Francisco County Recorder's Office on July 18, 2016. *A true and correct copy of the recorded Grant Deed is attached hereto collectively as Exhibit "A."*

3. I currently own and reside in a single family house located at 51 Tucker Avenue, San Francisco, CA 94134. It has two bedrooms and one bathroom, a living room, kitchen, backyard and garage. I live there with my spouse, my three minor children, and my mother, Anna Chan and my father, John Tran.

4. I am married to Quintin Donnelly, and we have three minor sons: Beck (born 10/22/04), Sean (born 7/22/2009) and Chase (born 9/6/13).

5. The Subject Property at 9 Apollo Street, San Francisco, CA is a single family house divided into two separate units. I am informed and believe it was previously occupied by two separate families. The space on the lower level of the Subject Property has two rooms, a kitchenette, one bathroom, and access to a small backyard. It is hereafter identified as 9 Apollo Street (Lower Level), San Francisco, CA 94124 ("Subject Premises").

6. My growing family needs more space. After our family moves out of 51 Tucker Avenue, my parents will remain living there as their principal residence. It is not comparable to the Subject Premises, and it is unavailable to offer for rent to anyone.

7. My husband and I purchased the Subject Property through a foreclosure sale in July 2016 with the intent to move into the single family house with our family. I was informed by the foreclosing lender that the entire property was vacant. However, much to my surprise,



1 when I first visited the Subject Property, I discovered the previous owner's subtenants still  
2 residing in the lower level of the house after the foreclosed owner vacated the upper level of the  
3 Subject Property.

4 8. At the time our ownerships interest were recorded in San Francisco County on  
5 July 18, 2016, I am informed and believe that the Subject Premises was occupied by the former  
6 owner's purported tenants or subtenants, Miguel Gutierrez, Vania Sanchez and their two minor  
7 sons.

8 9. The Subject Premises is now subject to the rent control and eviction restriction  
9 laws in San Francisco. There are no comparable, available residential units in the building at 9  
10 Apollo Street, San Francisco, CA 94124. The upper level has three bedrooms, one bathroom,  
11 eat-in kitchen, living room, and no access to the backyard. It is not comparable to the Subject  
12 Premises and I am in possession of it. It is being remodeled, and it is currently uninhabitable and  
13 unavailable to rent to anyone.

14 10. To date, no other owner has evicted any tenant pursuant to an Owner- or  
15 Relative- Move-In Eviction from the Subject Property or Subject Premises at 9 Apollo Street,  
16 San Francisco, CA 94124.

17 11. Owner Quintin Donnelly is currently in possession of the upper level of the  
18 Subject Property, and our minor children and I plan to move into the Subject Premises and use  
19 both levels as our principal residence.

20 12. My children and I intend to use and occupy the Subject Premises as our  
21 principal residence within three months after the tenants move out. In the event we cannot  
22 reasonably move into the Subject Premises within three months, Quintin Donnelly and I will  
23 notify the displaced tenants through the Rent Board under the proper legal procedures set forth in  
24 the San Francisco Rent Ordinance. This 60 Day Notice of Termination of Tenancy is intended to  
25 expire outside the school year of the San Francisco Unified School District.

26 13. At this time, my husband and I own an investment property at 2987 N.W.  
27 Lange Court, Hillsboro, OR 97123. It is currently occupied by tenants with a month to month  
28 tenancy.



1                   14. At this time, my husband and I do not own any other vacant, available,  
2 comparable or incomparable properties anywhere else.

3                   15. Owner Quintin Donnelly intends to recover possession of the Subject  
4 Premises for me and our children in good faith, without any ulterior motive, and with honest  
5 intent, for use and occupancy of it as our principal residence for a period of at least 36 continuous  
6 months. My husband and I request that the current tenants and all occupants in possession move  
7 out of the Subject Premises (including all of the common areas), so my children and I can  
8 permanently move into the Subject Premises, and use and occupy it as our principal residence.

9                   16. A blank change of address form is attached to the 60 Day Notice of  
10 Termination of Tenancy that the tenant can use to advise the Rent Board of any change of  
11 address. I will rely upon the tenant sending any change of address to the Rent Board for the  
12 purpose of sending any future legal notices related to this Owner's Relatives' Move-In Eviction.

13                   17. I agree to file a "Statement of Occupancy" form with the Rent Board within  
14 90 days after the date of service of the 60 Day Notice of Termination of Tenancy, and an updated  
15 Statement of Occupancy every 90 days thereafter until I recover possession of the Subject  
16 Premises, and then once a year for five years after recovery of possession of the Subject  
17 Premises.

18                   18. I understand and agree that I will attach at least two forms of supporting  
19 documentation to the above described Statement of Occupancy to show that the Subject Premises  
20 is being occupied as those persons' principal residence.

21                   19. I understand that my failure to send each periodic and annual Statement of  
22 Occupancy to the displaced tenant(s) requires the Rent Board to assess administrative penalties  
23 on any landlord who fails to file the required Statement of Occupancy and supporting  
24 documentation -- \$250 for the first failure, \$500 for the second failure and \$1,000 for every  
25 subsequent failure.

26                   20. In the event that my children and I do not reside at the Subject Premises as  
27 our principal residence for 36 continuous months after taking possession thereof, and my  
28 husband and I intend to re-rent the Subject Premises within the five year period after the effective



1 date of the 60 Day Notice of Termination of Tenancy regarding the owner move-in or relative  
2 move-in eviction ("OMI Notice"), I agree and promise that the same subtenants, MIGUEL  
3 GUTIERREZ, VANIA SANCHEZ, and their minor children who reside at the Subject Premises  
4 now, have the right to re-rent the same unit at the same rent they are paying now (\$850.00 per  
5 month) subject to any lawful rent increases.

6 21. Quintin Donnelly and I will first offer the Subject Premises to the displaced  
7 tenants and file the offer with the Rent Board within fifteen days. The tenant has thirty days from  
8 receipt of the offer to notify us of acceptance or rejection of the offer, and if accepted, forty-five  
9 days to reoccupy the unit. We will comply with the procedures set forth in the San Francisco  
10 Rent Ordinance and Rent Board Rules and Regulations.

11 22. In the event that Quintin Donnelly and I re-rent the Subject Premises during  
12 the five-year period following service of the OMI Notice, I understand that we may charge a new  
13 tenant no more than that which the displaced tenants would have paid had the displaced tenants  
14 remained in occupancy.

15 23. I understand that a tenant who is charged excess rent during the five year  
16 period following service of an OMI Notice may sue the landlord for treble damages and/or  
17 injunctive relief. I also understand that non-profit San Francisco tenant rights organizations may  
18 sue the landlord for wrongful eviction and collection of excess rents following an OMI Notice.  
19 Monetary awards for rent overpayments may be doubled rather than trebled.

20 24. I understand that the statute of limitations for a tenant to bring a wrongful  
21 eviction lawsuit against the landlord following an Owner Move In Eviction or Owner's  
22 Relative's Move In Eviction is five years. The statute of limitations for such actions by a non-  
23 profit San Francisco tenant rights organization is three years.

24 25. Since tenants MIGUEL GUTIERREZ, VANIA SANCHEZ and family have  
25 resided at the Subject Premises for more than twelve months, they are entitled to, and I am  
26 willing to pay them, relocation expenses in the sum of twenty four thousand three hundred  
27 dollars (\$24,300.00) in two installment payments. Subtenant MIGUEL GUTIERREZ

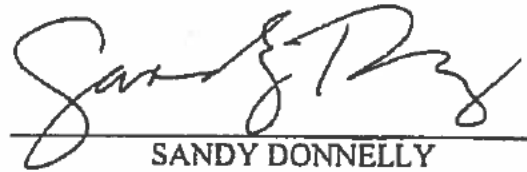
28



1 purportedly has a security deposit in the sum of eight hundred fifty dollars (\$850.00). It will be  
2 handled according to state and local laws.

3           26. The first installment payment in the sum of twelve thousand one hundred fifty  
4 dollars (\$12,150.00) to the head of the household, MIGUEL GUTIERREZ, who has resided at  
5 the Subject Premises for more than twelve months, is enclosed (in one check made payable to  
6 MIGUEL GUTIERREZ) along with the Sixty (60) Day Notice of Termination of Tenancy (OMI  
7 Notice) and this declaration.

8           I declare under penalty of perjury under the laws of the State of California that the  
9 foregoing is true and correct. Executed this 10th day of April, 2018 at San Francisco,  
10 California.

11   
12  
13 SANDY DONNELLY



RECEIVED COPY

20169K28756100003

San Francisco Assessor-Recorder

Carmen Chu, Assessor-Recorder

DOC 2016-K287561-00

Acct 2115-Servicelink - Irvine

Monday, JUL 18, 2016 08:28:51

Ttl Pd \$4,485.00 Nbr-0005411873

o||/RE/1-3

RECORDING REQUESTED BY:  
ServiceLink Title Company

When Recorded Mail Document  
and Tax Statement To:  
QUINTIN DONNELLY AND SANDY  
DONNELLY  
51 TUCKER AVENUE  
San Francisco, CA 94134

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Order No.: 160130037

## GRANT DEED

The undersigned grantor(s) declare(s)

- ☐ This transfer is exempt from the documentary transfer tax.  
☒ The documentary transfer tax is \$4,485.00 and is computed on: \$654,675.00  
☒ the full value of the interest or property conveyed.  
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.  
The property is located in ☒ the City of San Francisco.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Fannie Mae a/k/a Federal National Mortgage Association

hereby GRANT(S) to QUINTIN DONNELLY and SANDY DONNELLY, HUSBAND AND WIFE AS JOINT TENANTS  
the following described real property in the City of San Francisco, County of San Francisco, State of California:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SAN FRANCISCO AND STATE OF CALIFORNIA BEING KNOWN AND DESIGNATED AS FOLLOWS:

PORTION OF LOT 1, IN BLOCK 5354, ACCORDING TO THE MAP OF FERNANDO NELSON'S SUBDIVISION OF SILVER TERRACE, FILED JANUARY 4, 1940 IN BOOK "N" OF MAPS, PAGE(S) 89-93, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF APOLLO STREET, DISTANT THEREON 492.428 FEET NORTHEASTERLY FROM THE NORTHERLY TERMINUS OF THE CURVE WITH A RADIUS OF 10 FEET, WHICH CONNECTS SAID LINE OF APOLLO STREET WITH THE NORTHEASTERLY LINE OF THORNTON AVENUE; RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF APOLLO STREET 27.523 FEET; THENCE SOUTH 49°22'25" EAST 57.539 FEET; THENCE SOUTH 29°31'39" WEST 25.478 FEET TO A LINE DRAWN SOUTH 49°22'25" WEST ALONG THE LINE SO DRAWN 73.961 FEET TO THE POINT OF BEGINNING

TAX ID: 5354-048

# EXHIBIT 'A'



CERTIFIED COPY

**GRANT DEED**  
(continued)

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR A SALES PRICE OF GREATER THAN \$ 785,610.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THE RECORDING OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$ 785,610.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THE RECORDING OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE.

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST.



CERTIFIED COPY

GRANT DEED  
(continued)

Dated: June 29, 2016

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIATION

BY: [Signature]  
GLADYS FRANCO, A/P OF SERVICELINK,  
A DIVISION OF CHICAGO TITLE COMPANY,  
AS ATTORNEY IN FACT FOR FANNIE MAE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On June 30, 2016 before me, Regina Jay Eggen, Notary Public,  
(here insert name and title of the officer)

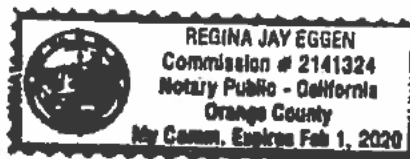
personally appeared Gladys Franco  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature

(Seal)





## Rent Board

# New Eviction Protections for School Employees & Families with Children During the School Year

*Monday, May 23, 2016*

*Updated: June 29, 2016*

Effective May 22, 2016, Rent Ordinance Section 37.9(j) was amended to prohibit certain no-fault evictions during the school year if a child under 18 or a person who works at a school in San Francisco resides in the rental unit, is a tenant in the unit or has a custodial or family relationship with a tenant in the unit, and the tenant has resided in the unit for 12 months or more.

These eviction protections apply to the following types of no-fault evictions where the effective date of the eviction notice falls during the school year: owner/relative move-in [37.9(a)(8)], condominium conversion [37.9(a)(9)], demolition/permanent removal of unit from housing use [37.9(a)(10)], temporary eviction to perform capital improvements [37.9(a)(11)], or substantial rehabilitation [37.9(a)(13)].

There is one exception to the new eviction protections: a landlord may proceed with a temporary capital improvement eviction under 37.9(a)(11) during the school year, even when there are protected tenants in the unit, where the temporary eviction is in connection with a mandatory soft-story seismic retrofit under Building Code Chapter 34B and where the landlord has provided notice and compensation as required by Administrative Code Chapter 65A.

The previous exceptions for owners that applied to owner move-in evictions during the school year (i.e. owner has only one rental unit in the building or owner is moving in with his/her own child under 18) no longer apply.

The tenant has 30 days after service of the of the landlord's written request or eviction notice to claim protected status under 37.9(j). If the tenant does not submit a timely claim of protected status, such failure shall be deemed an admission that the tenant is not protected from eviction under 37.9(j). Any dispute regarding a tenant's protected status may be decided by the court or the Rent Board. Section 37.9(j) is set forth below.

(j) The following additional provision shall apply to a landlord who seeks to recover a rental unit by utilizing the grounds enumerated in Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11), or (a)(12).

(1) It shall be a defense to an eviction under Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11), or

# EXHIBIT 'B'



(a)(12) if a child under the age of 18 or any educator resides in the unit, the child or educator is a tenant in the unit or has a custodial or family relationship with a tenant in the unit, the tenant has resided in the unit for 12 months or more, and the effective date of the notice of termination of tenancy falls during the school year.

(2) Section 37.9(j)(1) shall not apply where the landlord is seeking to temporarily evict or temporarily sever housing services in order to perform seismic work required by Building Code Chapter 34B and has provided notice and compensation as required by Administrative Code Chapter 65A.

(3) Within 30 days of personal service by the landlord of a written request, or, at the landlord's option, a notice of termination of tenancy under Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11), or (a)(12), the tenant must submit a statement with supporting evidence to the landlord, if the tenant claims to be a member of the class protected from eviction by Section 37.9(j). The landlord's written request or notice shall contain a warning that a tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). The landlord shall file a copy of the landlord's request or notice with the Rent Board within 10 days of service on the tenant. A tenant's failure to submit a statement within the 30-day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). A landlord may challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

(4) For purposes of this Section 37.9(j), the following terms have the following meanings:

"Custodial relationship" means, with respect to a child and a tenant, that the tenant is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for the child, or has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less.

"Educator" means any person who works at a school in San Francisco as an employee or independent contractor of the school or of the governing body that has jurisdiction over the school, including, without limitation, all teachers, classroom aides, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, security guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and learning support consultants.

"Family relationship" means that the person is the parent, grandparent, brother, sister, aunt, or uncle of the child or educator, or the spouse or domestic partner of such relations.

"School" means any state-licensed child care center, state-licensed family day care, and/or any public, private, or parochial institution that provides educational instruction for students in any or all of the grades from kindergarten through twelfth grade.

"School year" means the first day of instruction for the Fall Semester through the last day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year.



**Update #1 (June 29, 2016):**

On June 10, 2016, the San Francisco Apartment Association and Small Property Owners of San Francisco Institute filed a lawsuit in Superior Court Case No. 515087 challenging this Ordinance amendment. The amendment remains in effect. Further updates will be provided when there is a court decision in this case.



## Rent Board

# **Court of Appeal Upholds Ordinance Amendment re Increased Eviction Protections for School Employees and Families with Children During the School Year - Update #3 (2/14/18)**

*Tuesday, February 27, 2018*

On October 11, 2016, the City appealed the Superior Court's August 31, 2016 ruling in SFAA v. CCSF that enjoined the City from enforcing Ordinance No. 160100 (no-fault eviction protections during the school year for students and educators). On February 14, 2018, the Court of Appeal issued a published decision upholding the legality of the Ordinance. While the appellate court reversed the trial court's Order, the decision is not yet final and the Injunction prohibiting the City from enforcing the Ordinance remains in effect pending further appeal. You can view a copy of the published decision [here](#).



## Rent Board

### Section 37.9B Tenant Rights In Evictions Under Section 37.9(a)(8)

#### Section 37.9B Tenant Rights In Evictions Under Section 37.9(a)(8)

[Added by Ord. No. 293-98, effective November 1, 1998; amended by Ord. No. 57-02, effective June 2, 2002; amended by Proposition H, effective December 22, 2006; amended by Ord. No. 160-17, effective August 27, 2017]

(a) Any rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8), and which is subsequently no longer occupied as a principal residence by the landlord or the landlord's grandparent, parent, child, grandchild, brother, sister, or the landlord's spouse, or the spouses of such relations must, if offered for rent during the five-year period following service of the notice to quit under Section 37.9(a)(8), be rented in good faith at a rent not greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to this Chapter 37. If it is asserted that a rent increase could have taken place during the occupancy of the rental unit by the landlord if the rental unit had been subjected to this Chapter, the landlord shall bear the burden of proving that the rent could have been legally increased during that period. If it is asserted that the increase is based in whole or in part upon any grounds other than that set forth in Section 37.3(a)(1), the landlord must petition the Rent Board pursuant to the procedures of this Chapter. Displaced tenants shall be entitled to participate in and present evidence at any hearing held on such a petition. Tenants displaced pursuant to Section 37.9(a)(8) shall make all reasonable efforts to keep the Rent Board apprised of their current address. The Rent Board shall provide notice of any proceedings before the Rent Board to the displaced tenant at the last address provided by the tenant. No increase shall be allowed on account of any expense incurred in connection with the displacement of the tenant.

(b) (1) For notices to vacate served before January 1, 2018, any landlord who, within three years of the date of service of the notice to quit, offers for rent or lease any unit in which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or lease to the tenants displaced in the same manner as provided for in Sections 37.9A(c) and (d).

(2) For notices to vacate served on or after January 1, 2018, any landlord who, within five years of the date of service of the notice to quit, offers for rent or lease any unit in which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or lease to the tenants

# EXHIBIT 'C'



displaced, by mailing a written offer to the address that the tenant has provided to the landlord. If the tenant has not provided the landlord a mailing address, the landlord shall mail the offer to the address on file with the Rent Board, and if the Rent Board does not have an address on file, then to the unit from which the tenant was displaced and to any other physical or electronic address of the tenant of which the landlord has actual knowledge. The landlord shall file a copy of the offer with the Rent Board within 15 days of the offer. The tenant shall have 30 days from receipt of the offer to notify the landlord of acceptance or rejection of the offer and, if accepted, shall reoccupy the unit within 45 days of receipt of the offer.

(c) In addition to complying with the requirements of Section 37.9(a)(8), an owner who endeavors to recover possession under Section 37.9(a)(8) shall inform the tenant of the following information in writing and file a copy with the Rent Board within 10 days after service of the notice to vacate, together with a copy of the notice to vacate and proof of service upon the tenant;

(1) The identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;

(2) The dates the percentages of ownership were recorded;

(3) The name(s) of the landlord endeavoring to recover possession and, if applicable, the names(s) and relationship of the relative(s) for whom possession is being sought and a description of the current residence of the landlord or relative(s);

(4) A description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's grandparent, parent, child, grandchild, brother, or sister for whom possession is being sought;

(5) The current rent for the unit and a statement that the tenant has the right to re-rent the unit at the same rent, as adjusted by Section 37.9B(a) above;

(6) The contents of Section 37.9B, by providing a copy of same; and

(7) The right the tenant(s) may have to relocation costs and the amount of those relocation costs.

(d) The landlord shall pay relocation expenses as provided in Section 37.9C.

(e) Within 30 days after the effective date of a written notice to vacate that is filed with the Rent Board under Section 37.9B(c) the Rent Board shall record a notice of constraints with the County Recorder identifying each unit on the property that is the subject of the Section 37.9B(c) notice to vacate, stating the nature and dates of applicable restrictions under Section 37.9(a)(8) and 37.9B. For notices to vacate filed under Section 37.9B(c) on or after January 1, 2018, the Rent Board shall also send a notice to the unit that states the maximum rent for that unit under Sections 37.9(a)(8) and 37.9B, and shall send an updated notice to the unit 12 months, 24 months, 36 months, 48 months and 60 months thereafter, or within 30 days of such date. If a notice of constraints is recorded but the tenant does not vacate the unit, the landlord may apply to the Rent Board for a rescission of the recorded notice of constraints. The Rent Board shall not be required to send any further notices to the unit pursuant to this subsection (e) if the constraints on the unit are rescinded.



## **Section 12.14 Evictions under Section 37.9(a)(8)**

(Amended June 18, 1991; Subsection (c) amended March 7, 1995; Subsection (d) added October 20, 1998; amended June 10, 2008; Subsections (a)-(d) amended and Subsections (e)-(f) added November 21, 2017, effective January 1, 2018)

(a) **Definition of Landlord.** For purposes of an eviction under Section 37.9(a)(8) of the Ordinance, the term "landlord" shall mean a natural person, or group of natural persons, and for evictions under Ordinance Section 37.9(a)(8)(i) only, the term "landlord" shall also mean two individuals registered as Domestic Partners as defined in San Francisco Administrative Code Chapter 62.1-62.8, who in good faith hold a recorded fee interest in the property and meet one of the following requirements:

(1) held a recorded fee interest of at least 10%, or a recorded equitable interest under contract of sale of at least 10%, or in the case of Domestic Partners a combined ownership of record of at least 10%, which interest was recorded on or before February 21, 1991, and continues to hold at least such a 10% interest on the date of service of the notice to vacate; or

(2) holds a recorded fee interest of at least 25%, or a recorded equitable interest under contract of sale of at least 25%, or in the case of Domestic Partners a combined ownership of record of at least 25%, on the date of service of the notice to vacate.

(b) **Information to Accompany Notice to Vacate.** In addition to general eviction notice requirements, a landlord who endeavors to recover possession under Ordinance Section 37.9(a)(8) shall provide the tenant with the following documents and information in writing on or before service of the notice to vacate and file a copy of same with the Rent Board within 10 days after service of the notice to vacate on the tenant, together with a copy of the notice to vacate and proof of service upon the tenant:

(1) the identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;

(2) the name(s) of the landlord endeavoring to recover possession and, if applicable, the name(s) and relationship of the relative(s) for whom possession is being sought and a description of the current residence of the person(s) for whom possession is being sought;

(3) the dates the current percentages of ownership were recorded;

(4) a description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's relative for whom possession is being sought;

(5) the current rent for the unit and a statement that if the unit is offered for rent during the five-year period following service of the notice to vacate under Section 37.9(a)(8), the tenant has the right to re-rent the unit at the

# **EXHIBIT 'D'**



same rent, as adjusted by Ordinance Section 37.9B(a);

(6) the contents of Ordinance Section 37.9B, by providing a copy of same;

(7) the right the tenant(s) may have to relocation costs under Ordinance Section 37.9C, the amount of those relocation costs, and a copy of Section 37.9C;

(8) a declaration executed by the landlord under penalty of perjury stating:

(i) the reason why the landlord or relative is moving from his/her current residence to the unit for which possession is being sought; (ii) that the landlord seeks to recover possession of the unit in good faith, without ulterior reasons and with honest intent, for use or occupancy as the principal residence of the landlord or the landlord's relative (identified by name and relation to the landlord), for a period of at least 36 continuous months, as set forth in Ordinance Sections 37.9(a)(8)(i) and (ii); (iii) whether the landlord served a notice to vacate pursuant to Ordinance Section 37.9(a)(8) for a different unit; and, (iv) whether the landlord has recovered possession of other rental units in the City and County of San Francisco for any reason under Ordinance Section 37.9(a) other than nonpayment of rent in which the tenant displaced from such rental unit had resided for at least 36 consecutive months;

(9) a warning that the tenant must submit a statement to the landlord within 30 days of service of the notice to vacate, with supporting evidence, if the tenant claims to be a member of a protected class under Ordinance Sections 37.9(i) or (j), and that failure to do so shall be deemed an admission that the tenant is not protected by Sections 37.9(i) or (j);

(10) a form prepared by the Rent Board stating that a tenant's failure to timely act in response to a notice to vacate may result in a lawsuit by the landlord to evict the tenant, that advice regarding the notice to vacate is available from the Rent Board, and that the tenant may be eligible for affordable housing programs through the Mayor's Office of Housing and Community Development; and

(11) a blank change of address form prepared by the Rent Board that the tenant can use to keep the Rent Board apprised of any future change of address.

(c) Principal Place of Residence. For purposes of an eviction under Section 37.9(a)(8) of the Ordinance, a landlord or landlord's relative can have only ONE "principal place of residence" which is defined as the permanent or primary home of the party claiming that a unit has that status attached to it. It is a unit that the party occupies for more than temporary or transitory purposes. Evidence that a unit is or is intended to be the party's "principal place of residence" includes, but is not limited to, the following elements, a compilation of which lends greater credibility to the claim of "principal place of residence of a party" whereas the presence of only one element may not support such claim:

(1) the subject premises are listed as the party's place of residence on any motor vehicle registration, driver's license, automobile insurance policy, homeowner's or renter's insurance policy, and with the party's current employer or any public agency, including State and local taxing authorities;

(2) utilities are installed under the party's name at the subject premises;

(3) the party's personal possessions have been moved into the subject premises;

(4) a homeowner's tax exemption has been issued in the party's name for the subject premises;

(5) the party's current voter registration is for the subject premises;

(6) a U.S. Postal Change of Address form has been filed requesting that mail be forwarded to the subject premises;

(7) the subject premises are the place the party normally returns to as his/her home, exclusive of military service, hospitalization, vacation, or travel necessitated by employment;



- (8) notice to move at another dwelling unit was given in order to move into the subject premises; and
- (9) the party sold or placed on the market for sale the home he/she occupied prior to the subject premises.

(d) **Definition of Disability for Protected Status.** A tenant is disabled under Ordinance Section 37.9(l)(1)(B)(i) if the tenant meets the standard for blindness or disability under the federal Supplemental Security Income/California State Supplemental Program (SSI/SSP). In determining whether a tenant is disabled, a finder of fact shall consider relevant evidence, including:

- (1) findings by any government entity concerning a disability;
- (2) testimony concerning the disability; and
- (3) medical evidence concerning the disability.

(e) **Evidence of a Lack of Good Faith.** For purposes of an eviction under Section 37.9(a)(8) of the Ordinance, evidence that is relevant to determining whether a landlord acted or is acting in good faith may include, but is not limited to, any of the following:

- (1) the landlord has failed to file the notice to vacate with the Rent Board as required by Ordinance Sections 37.9(c) and 37.9B(c);
- (2) the landlord or relative for whom the tenant was evicted did not move into the rental unit within three months after the landlord recovered possession and then occupy said unit as that person's principal residence for a minimum of 36 consecutive months;
- (3) the landlord or relative for whom the tenant was evicted lacks a legitimate, bona fide reason for not moving into the unit within three months after the recovery of possession and/or then occupying said unit as that person's principal residence for a minimum of 36 consecutive months;
- (4) the landlord did not file a Statement of Occupancy with the Rent Board as required by Ordinance Section 37.9(a)(8)(vii) and Section 12.14(f) of these Rules and Regulations;
- (5) the landlord violated Ordinance Section 37.9B during the five-year period following service of the notice to vacate under Ordinance Section 37.9(a)(8) by renting the unit to a new tenant at a rent greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to the Ordinance;
- (6) the landlord served a notice to vacate pursuant to Ordinance Section 37.9(a)(8) for a different unit and has not sought a rescission or withdrawal of that notice;
- (7) the landlord has recovered possession of multiple rental units in the same building within 180 days of the service of the notice to vacate pursuant to Ordinance Section 37.9(a)(8); and/or
- (8) the landlord completed buyout negotiations as defined in Ordinance Section 37.9E(c) with any other tenant(s) in the building.

(f) **Statement of Occupancy.** A landlord who seeks to recover possession of a unit pursuant to Ordinance Section 37.9(a)(8) on or after January 1, 2018 must complete a Statement of Occupancy under penalty of perjury on a form to be prepared by the Rent Board that discloses whether the landlord has recovered possession of the unit. The landlord shall file a Statement of Occupancy with the Rent Board within 90 days after the date of service of the notice to vacate pursuant to Ordinance Section 37.9(a)(8), and shall file an updated Statement of Occupancy every 90 days thereafter; provided, however, if the Statement of Occupancy discloses that the landlord has recovered possession of the unit, the landlord shall then be required to file updated Statements of Occupancy once a year for five years, no later than 12 months, 24 months, 36 months, 48 months and 60 months after the date the landlord recovered possession of the unit. Each Statement of



Occupancy filed after the landlord has recovered possession of the unit shall disclose the date of recovery of possession. If the Statement of Occupancy discloses that the landlord is no longer endeavoring to recover possession of the unit under Ordinance Section 37.9(a)(8) and the Rent Board has granted the landlord's written request for rescission of the notice to vacate pursuant to Ordinance Section 37.9B(e), no further Statements of Occupancy need be filed.

(1) If the Statement of Occupancy discloses that the landlord has not yet recovered possession of the unit, the landlord shall provide the following information:

(i) whether the landlord is still pursuing an eviction of the tenant and, if not, the landlord shall include proof that the landlord has notified the tenant in writing that the notice to vacate has been rescinded and that the Rent Board has granted the landlord's written request for rescission of the notice to vacate pursuant to Ordinance Section 37.9B(e); state whether any tenant still occupies the unit and provide the name(s) and contact information for each tenant still in occupancy; and, if any tenant still occupies the unit after written rescission of the notice to vacate and/or rescission by the Rent Board of the notice of constraints, include proof of the most recent rental payment received from the tenant and proof that the landlord has deposited or cashed it;

(ii) whether the landlord has filed an unlawful detainer action against the tenant to recover possession of the unit;

(iii) the identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;

(iv) the dates the current percentages of ownership were recorded;

(v) the name(s) of the landlord endeavoring to recover possession and, if applicable, the name(s) and relationship of the relative(s) for whom possession is being sought, a description of the current residence of the landlord or relative(s) for whom possession is being sought and an explanation of why the owner or relative is moving from his/her current residence to the unit;

(vi) a description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's relative for whom possession is being sought;

(vii) the current rent for the unit;

(viii) whether and when the landlord served a notice to vacate pursuant to Ordinance Section 37.9(a)(8)(i) for a different unit, and the address of such unit; and

(ix) whether and when the landlord has recovered possession of any other rental unit in the same building subsequent to the service of the notice to vacate pursuant to Ordinance Section 37.9(a)(8).

(2) If the Statement of Occupancy discloses that the landlord has already recovered possession of the unit and the owner or relative for whom the tenant was evicted is currently occupying the unit as that person's principal residence, the landlord shall provide the following information:

(i) the name(s) and ownership interest of the current occupant(s) of the unit, and the date such occupancy commenced;

(ii) at least two forms of the supporting documentation specified in Section 12.14(f)(4) below;

(iii) whether the current occupant's personal possessions have been moved into the unit;

(iv) the rent charged for the unit if any;

(v) whether the subject unit is listed as the owner's or relative's place of residence on any motor vehicle registration, driver's license, automobile insurance policy, homeowner's or renter's insurance policy, is used by or



for the person's current employer and any public agency, including state and local taxing authorities:

- (vi) whether utilities are installed at the unit under the owner's or relative's name;
- (vii) whether the owner occupant has claimed a homeowner's tax exemption for the subject unit;
- (viii) whether the occupant filed a U.S. Postal Service Change of Address form;
- (ix) whether the subject unit is the place the owner or relative normally returns to as his/her home, exclusive of military service, hospitalization, vacation, or travel necessitated by employment;
- (x) whether notice to move at another dwelling unit was given in order to move into the subject unit; and
- (xi) whether the owner occupant sold or placed on the market for sale the home he/she occupied prior to the subject unit.

(3) If the Statement of Occupancy discloses that the landlord has already recovered possession of the unit and the owner or relative for whom the tenant was evicted is not occupying the unit as that person's principal residence, the landlord shall provide the following information:

- (i) whether the owner or relative for whom the tenant was evicted ever occupied the unit as that person's principal residence, the dates of such occupancy, and the reasons why the unit is no longer occupied by that person;
- (ii) if the owner or relative for whom the tenant was evicted never occupied the unit as that person's principal residence, the reasons why occupancy has not yet commenced;
- (iii) If the owner or relative for whom the tenant was evicted has moved out of the unit within five years after service of the notice to vacate under Ordinance Section 37.9(a)(8), a copy of the written offer to the displaced tenant to re-rent the unit at a rent no greater than what the tenant would have paid had the tenant remained in continuous occupancy and the unit remained subject to the Rent Ordinance; and
- (iv) If the owner or relative for whom the tenant was evicted has moved out of the unit within five years after service of the notice to vacate under Ordinance Section 37.9(a)(8) and the unit was re-rented to someone other than the displaced tenant, the amount of rent paid by the current tenant.

(4) Where the Statement of Occupancy discloses that the owner or relative for whom the tenant was evicted is currently occupying the unit as that person's principal residence, the landlord shall attach to the Statement of Occupancy at least two of the following forms of supporting documentation. Confidential information may be redacted from the supporting documentation prior to filing it with the Rent Board.

- (i) current motor vehicle registration, plus a copy of the current insurance policy for the vehicle that shows the name of the insured, the address of the unit and the period of coverage, with proof of payment;
- (ii) current driver's license;
- (iii) Social Security statement of benefits that shows the name of the recipient, the address of the unit and the current period of coverage;
- (iv) current voter registration;
- (v) current homeowner's or renter's insurance policy for the contents of the unit showing the name of the insured, the address of the unit and the period of coverage, with proof of payment; and/or
- (vi) the most recent state or federal tax return that shows the name and address of the owner or relative occupying the unit and proof of filing.



(5) The Rent Board shall make all reasonable efforts to send the displaced tenant a copy of each Statement of Occupancy with supporting documentation within 30 days of the date of filing, or a notice that the landlord did not timely file a Statement of Occupancy if no Statement of Occupancy was timely filed.

(6) The Rent Board shall impose an administrative penalty on any landlord who fails to timely file a Statement of Occupancy with the supporting documentation required by Section 12.14(f)(4) of these Rules and Regulations, in violation of Ordinance Section 37.9(a)(8)(vii) and Section 12.14(f). Penalties shall be in the following amounts: \$250 for the first violation, \$500 for the second violation, and \$1,000 for every subsequent violation. The procedure for the imposition, enforcement, collection, and administrative review of the administrative penalty shall be governed by Administrative Code Chapter 100, "Procedures Governing the Imposition of Administrative Fines," which is hereby incorporated in its entirety.



## Rent Board

### Section 37.9C Tenants Rights To Relocation For No-Fault Evictions

[Added by Proposition H, effective December 22, 2006; annotated section 37.9C(a)(1) to reference California Civil Code Section 1947.9, which went into effect on January 1, 2013]

(a) Definitions.

(1) Covered No-Fault Eviction Notice. For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8), (10), (11), or (12). [However, effective January 1, 2013, the amount of relocation payments for temporary displacement of a tenant household under Section 37.9(a)(11) for less than 20 days is governed by California Civil Code Section 1947.9 and not by this Section.]

(2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months.

(b) Each Eligible Tenant who receives a Covered No-Fault Eviction Notice, in addition to all rights under any other provision of law, shall be entitled to receive relocation expenses from the landlord, in the amounts specified in section 37.9C(e).

(c) On or before the date of service of a Covered No-Fault Eviction Notice, the landlord shall notify all occupant(s) in the unit in writing of the right to receive payment under this section 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such notification shall include a statement describing the additional relocation expenses available for Eligible Tenants who are senior or disabled and for households with children. The landlord shall file a copy of this notification with the Rent Board within 10 days after service of the notice, together with a copy of the notice to vacate and proof of service upon the tenant.

(d) A landlord who pays relocation expenses as required by this section in conjunction with a notice to quit need not pay relocation expenses with any further notices to quit based upon the same just cause under Section 37.9(a) for the same unit that are served within 180 days of the notice that included the required relocation

# EXHIBIT 'E'



payment. The relocation expenses contained herein are separate from any security or other refundable deposits as defined in California Code Section 1950.5. Further, payment or acceptance of relocation expenses shall not operate as a waiver of any rights a tenant may have under law.

(e) Relocation expenses shall be:

(1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord be obligated under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses to all Eligible Tenants in the same unit.

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the relocation payment along with supporting evidence, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit. Within 30 days after notification to the landlord of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the landlord shall give written notice to the Rent Board of the claim for additional relocation assistance and whether or not the landlord disputes the claim.

(3) Commencing March 1, 2007, these relocation expenses, including the maximum relocation expenses per unit, shall increase annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

(f) The provisions of this Ordinance shall apply to all notices to quit served on or after August 10, 2006.





**Relocation Payments for Evictions based on Owner/Relative Move-In OR Demolition/Permanent Removal of Unit from Housing Use OR Temporary Capital Improvement Work OR Substantial Rehabilitation\***

Date of Service of Notice of Termination of Tenancy ("Eviction Notice")	Relocation Amount Due Per Tenant	Maximum Relocation Amount Due Per Unit	PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
3/01/17 – 2/28/18	\$6,281.00	\$18,843.00	\$4,188.00
✓ 3/01/18 – 2/28/19	\$6,627.00	\$19,881.00	\$4,419.00

\*See Ordinance Section 37.9C for additional relocation requirements for evictions under 37.9(a)(8) (owner/relative move-in), 37.9(a)(10) (demolition/permanent removal from housing use), 37.9(a)(11) (temporary eviction for capital improvement work) and 37.9(a)(12) (substantial rehabilitation). [However, effective 1/1/13, the amount of relocation payments for temporary capital improvement evictions under 37.9(a)(11) for less than 20 days is governed by California Civil Code Section 1947.9 and not by Rent Ordinance Section 37.9C. The daily rate for relocation payments under Section 1947.9 is \$360.00/day for the period 3/1/18 – 2/28/19.]

**Pagos de traslado por desalojo debidos a mudanza del propietario/pariente O por demolición/eliminación definitiva del uso de la unidad como vivienda O trabajos temporales de mejora de capital O rehabilitación substancial\***

Fecha del servicio de entrega del aviso de desalojo	Monto de traslado correspondiente por inquilino	Monto de traslado máximo correspondiente por unidad	ADICIONAL Monto adicional correspondiente por cada persona mayor de edad (60 años o más) o inquilino discapacitado o familia con niños menores
3/01/17 – 2/28/18	\$6,281.00	\$18,843.00	\$4,188.00
3/01/18 – 2/28/19	\$6,627.00	\$19,881.00	\$4,419.00

\*Ver la Sección 37.9C de la Ordenanza para requisitos adicionales de traslado por desalojo según 37.9(a) (8) (mudanza del dueño/pariente), 37.9(a)(10) (demolición/eliminación definitiva del uso de la unidad como vivienda), 37.9(a)(11) (trabajos temporales de mejora de capital) y 37.9(a)(12) (rehabilitación substancial). [Sin embargo, efectivo 1/1/13, la cantidad del pago de traslado para los desalojos temporales de mejora de capital bajo la Sección 37.9(a)(11) por menos de 20 días está gobernado por la Sección del Código Civil de California 1947.9 y no por la Sección 37.9C de la Ordenanza. La tasa diaria por pagos de reubicación bajo Sección 1947.9 es \$360.00 por día por el período 3/1/18-2/28/19.]

**以業主/親屬身份入住，或拆除/出租單位，且永遠不再做為居住房屋使用或臨時資本設備改善工程或大規模裝修為由進行迫遷的搬遷費\***

送達迫遷通知的日期	每位房客應得的搬遷費金額	每個單位應得的最高搬遷費金額	外加每位老年（60歲或以上）或殘障房客或每戶有未成年兒童的家庭應得的額外金額
3/01/17 – 2/28/18	\$6,281.00	\$18,843.00	\$4,188.00
3/01/18 – 2/28/19	\$6,627.00	\$19,881.00	\$4,419.00

\*請參閱《租賃條例》第 37.9C 節中有關依照第 37.9(a) (8) 節（業主/親屬入住），第 37.9(a) (10) 節（拆除/出租單位永遠不再做為居住房屋使用），第 37.9(a) (11) 節（臨時資本設備改善工程）及第 37.9(a) (12) 節（大規模裝修）迫遷的額外搬遷費要求。[然而從 2013 年 1 月 1 日開始生效，因主要修繕的臨時遷出少於 20 天受租賃條例 37.9(a) (11) 條的制約，此類搬遷費用金額由加州民事訴訟法 1947.9 條規定制而不是租賃條例 37.9C 條制約。根據第 1947.9 條，搬遷費的每日費率是 \$360.00 從 3/1/18 至 2/28/19 之間。]

579 Relocation Payments-37.9C 2/1/18



Sarah Ann Donnelly  
58 Tucker Ave  
San Francisco, CA 94134

299

11 April 2013

11-05-12-10  
1122



Pay to the Order of

Miguel Gutierrez

Twelve thousand one hundred fifty only

12,150.00

Bank of America

Meridian Tower  
333 California St  
San Francisco, CA  
94101-4700

Pay 9 Apollo - Rm 121 Install.

*[Signature]*

⑆ 21000358⑆ 0299 10282 89587 ⑆



## Rent Board

# New Ordinance Amendments re Owner Move-In and Relative Move-In Evictions

*Sunday, August 27, 2017*

Effective August 27, 2017, the Rent Ordinance was amended to increase protections for tenants who receive an owner move-in or relative move-in ("OMI") eviction notice. While some of the amendments take effect immediately on August 27<sup>th</sup>, most of the amendments take effect on January 1, 2018.

### Summary of OMI Ordinance Amendments Taking Effect on 8/27/17

**37.9(a)(8)(v):** Clarifies what kind of evidence is relevant towards proving that a landlord did not perform an OMI eviction in good faith.

**37.9(f):** Extends the statute of limitations for a wrongful eviction lawsuit following an OMI eviction from one to five years.

**37.9B(a):** Limits the initial rent the landlord may charge a new tenant for a five-year period following service of an OMI notice to no more than that which the displaced tenant would have paid had the displaced tenant remained in occupancy.

**37.10A(h) and (i):** Strengthens existing law regarding misdemeanor prosecutions by the District Attorney.

**37.11A(a):** Allows a tenant who was charged excess rent during the five-year period following an OMI notice to sue the landlord for treble damages and/or injunctive relief.

**37.11A(b):** Permits non-profit San Francisco tenant rights organizations to sue for wrongful eviction and collection of excess rent following an OMI eviction. The statute of limitations for such actions is three years, and monetary awards for rent overpayments may be doubled rather than trebled.

### Summary of OMI Ordinance Amendments Taking Effect on 1/1/18

Prior to 1/1/18, landlords are not required to report to the Rent Board regarding the use of a rental unit following an OMI eviction and the Rent Board is not required to take any action after an OMI notice is filed with the Board, except to record a notice of constraints with the County Recorder pursuant to Section 37.9B(e). The August 27, 2017 OMI Ordinance Amendments create the following new requirements that go into effect ONLY for OMI notices served on or after 1/1/18:

# EXHIBIT 'F'



**37.9(a)(8)(v):** Requires the landlord to attach a blank change of address form to an OMI eviction notice that the tenant can use to advise the Rent Board of any change of address. The required form will be available on the Rent Board's website by 1/1/18.

**37.9(a)(8)(v):** Requires the landlord to include in an OMI eviction notice a declaration executed by the landlord under penalty of perjury stating that the landlord intends to recover possession of the unit in good faith for use as the principal residence of the landlord or relative for a period of at least 36 continuous months.

**37.9(a)(8)(vii):** Requires the landlord to file a "Statement of Occupancy" form with the Rent Board within 90 days after the date of service of an OMI notice, and an updated Statement of Occupancy every 90 days thereafter until the landlord recovers possession, and then once a year for five years after recovery of possession of the unit. The required form will be available on the Rent Board's website by 1/1/18.

**37.9(a)(8)(vii):** Requires the landlord or relative who claims to be occupying the unit as that person's principal residence to attach at least two forms of supporting documentation to the Statement of Occupancy to show that the unit is being occupied as that person's principal residence.

**37.9(a)(8)(vii):** Requires the Rent Board to send a copy of each periodic and annual Statement of Occupancy to the displaced tenant, or a notice that the landlord did not file the required Statement of Occupancy.

**37.9(a)(8)(vii):** Requires the Rent Board to assess administrative penalties on any landlord who fails to file a required Statement of Occupancy and supporting documentation – \$250 for first failure, \$500 for second failure and \$1,000 for every subsequent failure.

**37.9B(e):** Requires the Rent Board to send a notice to the affected unit that states the maximum rent for the unit within thirty days after the effective date of an OMI notice, and to send an updated notice to the unit annually for five years thereafter.

**37.6(k):** Requires the Rent Board to transmit a random sampling of 10% of all Statements of Occupancy to the District Attorney on a monthly basis. Also requires the Rent Board to send the District Attorney a list of all units for which the required Statement of Occupancy was not filed.

**37.9B(b)(2):** Extends from three to five years the time period after an OMI notice during which a landlord who intends to re-rent the unit must first offer the unit to the displaced tenant. The offer must be filed with the Rent Board within fifteen days. The tenant has thirty days from receipt of the offer to notify the landlord of acceptance or rejection of the offer and, if accepted, forty-five days to reoccupy the unit.





## **San Francisco Residential Rent Stabilization and Arbitration Board**

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### **NOTICE TO TENANT (English)**

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **NOTIFICACIÓN AL INQUILINO (Spanish)**

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)**

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.





## **San Francisco Residential Rent Stabilization and Arbitration Board**

# **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

### **租客通知 (Chinese)**

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能也有資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能也有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

### **УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)**

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общины («MOHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

### **ABISO SA NANGUNGUPAHAN (Filipino)**

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuhang rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.





## San Francisco Residential Rent Stabilization and Arbitration Board

Beginning January 1, 2018, a landlord who serves a tenant with a notice to vacate pursuant to Rent Ordinance Section 37.9(a)(8) (owner or relative move-in) must attach a blank Notice of Tenant's Change of Address form that the tenant can use to keep the Rent Board apprised of any future change of address. The Rent Board will use the tenant's contact information as follows: (1) to notify the tenant that the landlord filed a copy of an offer to the tenant to re-rent the unit from which the tenant was evicted; (2) to send the tenant a copy of the landlord's Statement of Occupancy, as required by Rent Ordinance Section 37.9(a)(8)(vii); and (3) if applicable, to send the tenant notice that the landlord has not filed a required Statement of Occupancy.

Rent Board Date Stamp

### NOTICE OF TENANT'S CHANGE OF ADDRESS FOLLOWING OWNER OR RELATIVE MOVE-IN EVICTION [Pursuant to Rent Ordinance Section 37.9(a)(8)(v)]

#### ↓ Tenant Information ↓

Tenant's Name: \_\_\_\_\_  
(First) (Middle Initial) (Last)

(Primary Phone Number) (Other Phone Number) (Primary Email Address) (Other Email Address)

#### ↓ Rental Unit Information ↓ Enter the address of the unit from which you were evicted.

(Street Number of the Unit) (Street Name) (Unit Number) (City/ State) (Zip Code)

I wish to be contacted by email and at the following address(es) if the rental unit from which I was evicted is offered for rent or lease within five years of the date service of the eviction notice:

#### ↓ New Address ↓

(Street Number of the Unit) (Street Name) (Unit Number) (City/ State) (Zip Code)

#### ↓ Other New Address ↓

(Street Number of the Unit) (Street Name) (Unit Number) (City/ State) (Zip Code)



PROOF OF SERVICE PURSUANT TO C.C.P. § 1162

At the time of service I was at least 18 years of age, and I served:

**SIXTY DAY NOTICE OF TERMINATION OF TENANCY  
[OWNER'S RELATIVE MOVE-IN]**

**TO: MIGUEL GUTIERREZ, VANIA SANCHEZ, AND ALL OCCUPANTS IN  
POSSESSION**

**PREMISES: 9 Apollo Street (Lower Level), San Francisco, CA 94134**

On \_\_\_\_\_, 2018 at \_\_\_\_:\_\_\_\_.m., I personally delivered a copy of the above document(s) to each person listed below as follows:

\_\_\_\_ Miguel Gutierrez \_\_\_\_\_ Vania Sanchez

+++++  
✓ On April 16, 2018 at 5:22pm., I posted a copy of the above document(s) in a conspicuous place on the premises because I could not find a person of suitable age or discretion at the premises, nor at any known place of residence or business of any person named in the notice.; and

OR

On \_\_\_\_\_, 2018 at \_\_\_\_:\_\_\_\_.m., I left a copy with \_\_\_\_\_, who is of suitable age and discretion, at the known place of residence or business of any person named in the notice., at the address stated below; and

✓ On April 16, 2018, I mailed a true and correct copy of the above document(s) in a separate envelope to each person listed below by first class mail, postage prepaid, from San Francisco, California, as follows:

on the following parties:

Miguel Gutierrez Vania Sanchez and All Occupants in Possession 9 Apollo Street (Lower Level) San Francisco, CA 94134	San Francisco Residential Rent Stabilization and Arbitration Board 25 Van Ness Avenue, Room #320 San Francisco, CA 94102
--	---



I am / not a registered California process server. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 4/16/18

Michael A. Phillips  
(signature)

Michael A. Phillips  
(print name)

1045 Mission St San Francisco CA  
(address) #211 94103

(415) 760-6261  
(telephone number)



**PROOF OF SERVICE PURSUANT TO C.C.P. § 1162**

At the time of service I was at least 18 years of age, and I served:

**SIXTY DAY NOTICE OF TERMINATION OF TENANCY  
[OWNER'S RELATIVE MOVE-IN]**

**TO: MIGUEL GUTIERREZ, VANIA SANCHEZ, AND ALL OCCUPANTS IN  
POSSESSION**

**PREMISES: 9 Apollo Street (Lower Level), San Francisco, CA 94134**

\_\_\_ On \_\_\_\_\_, 2018 at \_\_:\_\_.m. I personally delivered a copy of the above document(s) to each person listed below as follows:

\_\_\_ Miguel Gutierrez                      \_\_\_ Vania Sanchez

+++++

\_\_\_ On \_\_\_\_\_, 2018 at \_\_:\_\_.m., I posted a copy of the above document(s) in a conspicuous place on the premises because I could not find a person of suitable age or discretion at the premises, nor at any known place of residence or business of any person named in the notice.; and

OR

\_\_\_ On \_\_\_\_\_, 2018 at \_\_:\_\_.m., I left a copy with \_\_\_\_\_ who is of suitable age and discretion, at the known place of residence or business of any person named in the notice., at the address stated below; and

✓ On April 20, 2018, I mailed a true and correct copy of the above document(s) in a separate envelope to each person listed below by first class mail, postage prepaid, from San Francisco, California, as follows:

on the following parties:

Miguel Gutierrez Vania Sanchez and All Occupants in Possession 9 Apollo Street (Lower Level) San Francisco. CA 94134	San Francisco Residential Rent Stabilization and Arbitration Board 25 Van Ness Avenue, Room #320 San Francisco, CA 94102
--	---

RECEIVED  
2018 APR 30 PM 2:43  
S.F. RESIDENTIAL RENT  
STABILIZATION AND  
ARBITRATION BOARD

PROOF OF  
SERVICE



I am / not a registered California process server. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: April 20, 2018

  
(signature)

YI HUI WONG  
(print name)


11139 Baker Street .SF.  
(address)

(415) 563-7300  
(telephone number)



**RECORDING REQUESTED BY:**  
City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

**WHEN RECORDED MAIL TO:**  
City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2018-K656571-00**  
Acct 37-Rent Arbitration Board  
Thursday, AUG 16, 2018 13:18:55  
Ttl Pd \$0.00 Rcpt # 0005855396  
okc/KC/1-1

**NOTICE OF CONSTRAINTS ON REAL PROPERTY**

(to be recorded by the Rent Board)

Pursuant to San Francisco Administrative Code Chapter 37, Sections 37.3(f) and 37.9B, constraints on re-rental apply to a rental unit which a tenant vacates after receiving a notice to terminate tenancy based on Section 37.9 (a)(8) of the San Francisco Rent Ordinance.

The real property where the rental unit is located is specifically described as:

Block: 5354 Lot: 048

Name of Owner(s): Quintin Donnelly, Sandy Donnelly

Address: 9 Apollo Street, #Lower Level, San Francisco, CA 94134

The date of service of the notice to terminate tenancy was: 4/16/2018

The effective date of termination of tenancy was: 6/15/2018

The following constraints apply to the above rental unit until the dates indicated:

- The constraints set forth in San Francisco Administrative Code Section 37.9B(b) apply to the rental unit until: 4/16/2023, (five years from the date of service of the notice to terminate tenancy)
- The constraints set forth in San Francisco Administrative Code Section 37.3(f) apply to the rental unit until: 6/15/2023, (five years from the effective date of termination of tenancy)

**ALL OF THE TERMS AND OBLIGATIONS AS NAMED IN THIS DOCUMENT WILL TERMINATE AUTOMATICALLY, WITHOUT THE NECESSITY OF ANY RECORDED TERMINATION, AFTER 6/15/2023.**



Robert Collins, Executive Director  
San Francisco Residential Rent Stabilization and Arbitration Board





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

Date: 7/17/18

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客之權利。  
如果您需要協助來了解本項公告，請致電 415-252-4602。

Posibleng maapektuhan ng abisong ito ang inyong mga karapatan bilang nagpapaupa (landlord) o umuupa (tenant). Kung kailangan ninyo ng tulong upang maintindihan ang abisong ito, pakitawagan ang 415-252-4602.

**Notice of Maximum Rent**

**TO:** Occupant of 9 Apollo Street, #Lower Level, San Francisco, CA 94134

**FROM:** Christina Varner, Deputy Director, San Francisco Rent Board

**RE:** Case No. M181315

You are receiving this notice because the tenant at 9 Apollo Street, #Lower Level, San Francisco, CA 94134 received an eviction notice on 4/16/2018 pursuant to Rent Ordinance Section 37.9(a)(8). The eviction notice stated that the landlord or the landlord's relative intended to occupy the unit at 9 Apollo Street, #Lower Level, San Francisco, CA 94134 as their principal residence for a period of at least 36 continuous months.

If the landlord has re-rented the unit from which the tenant was evicted within five years after the eviction notice was served on 4/16/2018, the maximum rent for the unit upon re-rental is limited to no more than the rent that the displaced tenant would have paid had the displaced tenant remained in occupancy, plus any allowable rent increases. See Rent Ordinance Section 37.9B(a).

**According to the eviction notice, the rent for 9 Apollo Street, #Lower Level, San Francisco, CA 94134 on 4/16/2018 was \$850.00.** If you are currently a tenant at this address, and your rent is more than the sum of this amount plus the allowable annual rent increases, you may be paying more than the maximum rent for your unit. You can find a list of the allowable annual rent increases on the Rent Board's website at [www.sfrb.org](http://www.sfrb.org).

Please note that the Rent Board has made no determination that the rent stated on the eviction notice is accurate and/or is a lawful amount under the Rent Ordinance. Any variation could affect the amount of the maximum lawful rent for your unit.

If you believe you are paying more than the maximum lawful rent for your unit, you may file a tenant petition at the Rent Board for a refund of rent overpayments and to get a determination of your lawful rent. Rent Board counselors are available to discuss your rights and the procedure for filing a tenant petition by calling 415.252.4602 or by visiting our office during normal business hours. You may also wish to seek legal advice from a private attorney regarding additional rights to injunctive relief and/or money damages that may be available in civil court.

Any person who charges an excessive rent in violation of Rent Ordinance Section 37.9B(a) is guilty of a misdemeanor and shall be punished by a mandatory fine of \$1,000.00, and in addition to such fine, may be punished by imprisonment in the County Jail for a period of not more than six months. Each month or portion thereof that the landlord charges an excessive rent in violation of Section 37.9B(a) shall constitute a separate offense. See Rent Ordinance Section 37.10A(i).



## 12/4/2019

☐ Lead Remediation

☐ Development Agreement

☐ Good Samaritan Tenancy Ends

☐ Roommate Living in Same Unit

☐ Other

☐ Severance of Housing Service

[illegible]





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

**Action Log**

**Eviction Notice # M181845  
9 Apollo Street**

Date	Action	By
6/18/18	OMI Notice Filed	Christina Varner
6/21/18	OMI Notice Complete	Christina Varner
6/22/18	Made copy of the entire file for David T. Chack/415-771-9850x1116, left a voice message	Kyle Dang
6/22/18	Original copy forwarded to Cathy	Kyle Dang
10/26/18	Notice of Maximum Rent Sent to Unit	Christina Varner
10/26/18	Notice of Constraints Recorded	Christina Varner
10/26/18	TC to LL atty to request SOO, LM.	Christina Varner
10/30/18	TC with LL atty, I explained that so long as any OMI notice is not formally rescinded, an SOO would be due on each case. LL atty stated that she will file SOO today.	Christina Varner
10/30/18	First Statement of Occupancy Filed LL not recovered possession	Christina Varner
11/ 7/18	Statement of Occupancy Reviewed	Christina Varner
11/ 7/18	Statement of Occupancy Complete	Christina Varner
11/ 7/18	Statement of Occupancy Sent to Tenant	Christina Varner
11/26/18	File copied and certified for Stephen Booth pursuant to duplication request.	Cathy Helton
11/26/18	Request for Rescission of OMI Notice Filed	Christina Varner
11/27/18	LL atty submits notice of tenant claim to additional relocation payment based on the tenant's child's disability, and LL disputes the claim. (original placed in related case M181845)	Christina Varner
5/ 3/19	Request for Rescission of OMI Notice Granted	Christina Varner





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

***Action Log***


***Eviction Notice # M181845  
9 Apollo Street***

Date	Action	By
5/ 7/19	Made copy of the entire file for Vicky Chan/415-949-1900, left a voice message	Kyle Dang
5/29/19	Rescission of OMI Constraints Recorded	Christina Varner
6/ 6/19	Rescission of OMI Constraints Returned by Recorder	Christina Varner



**RECORDING REQUESTED BY:**  
City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

**WHEN RECORDED MAIL TO:**  
City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2019-K775858-00**  
Acct 37-Rent Arbitration Board  
Thursday, MAY 30, 2019 14:26:48  
Ttl Pd \$12.00 Rcpt # 0006008049  
okc/KC/1-1

---

**RESCISSION OF NOTICE OF CONSTRAINTS ON REAL PROPERTY**  
(to be recorded by the Rent Board)

Pursuant to San Francisco Administrative Code Chapter 37, Section 37.9B(e), the City and County of San Francisco acting by and through its Rent Stabilization and Arbitration Board (the "City") is authorized under certain conditions to issue and record notices affecting residential real property located in San Francisco, California.

The real property where the rental unit is located is specifically described as:

**Block: 5354 Lot: 048**

**Name of Owner(s): Quintin Donnelly, Sandy Donnelly**

On 6/18/2018, the owner filed with the Rent Board a Notice to Vacate the rental unit at 9 Apollo Street, #Lower Level, San Francisco, CA 94124 based on owner/relative occupancy. On 10/29/2018 the City caused to be recorded against 9 Apollo Street, #Lower Level, San Francisco, CA 94124 a "Notice of Constraints on Real Property" as Document No. DOC-2018-K688501-00 of the Official Records of the City and County of San Francisco.

After the Notice of Constraints was recorded, the owner's Request for Rescission of Owner Move-In Eviction Notice was granted by the Rent Board and the tenancy was not terminated. Accordingly, the City hereby rescinds, cancels, and renders void and of no force and effect, the Notice of Constraints. The Property shall remain unencumbered by the Notice of Constraints and the owner shall be restored to his/her interest, as though the Notice of Constraints had never been issued and recorded.

Dated: 5/29/2019



---

Robert Collins, Executive Director  
San Francisco Residential Rent Stabilization and Arbitration Board



**AMENDED SIXTY DAY NOTICE OF TERMINATION OF TENANCY**

San Francisco Administrative Code Chapter 37.9(a), Subsection 8  
[Owner's Relative Move-In]

RECEIVED  
2018 JUN 18 PM 3:33  
RESIDENTIAL  
SANDY DONNELLY  
MIGUEL GUTIERREZ

TO: MIGUEL GUTIERREZ, VANIA SANCHEZ, and All Occupants in Possession of the real property located at 9 Apollo Street (Lower Level), San Francisco, California 94124 (hereafter, "Subject Premises"). The single family house at 9 Apollo Street, San Francisco, CA 94124 ("Subject Property") is divided into two residential units outside the public record, and subject to rent control.

PLEASE TAKE NOTICE THAT YOU ARE HEREBY required within sixty (60) days of the service upon you of this notice to vacate from and deliver possession of the Subject Premises now being occupied by you, to the Owner and Landlord, QUINTIN DONNELLY, who is authorized to take possession of the same by virtue of an undivided 100% ownership interest, in joint tenancy (with right of survivorship) with his spouse, SANDY DONNELLY, in the property situated in the City and County of San Francisco, State of California, commonly known as 9 Apollo Street, San Francisco, California 94124.

THIS NOTICE IS INTENDED to terminate the tenancy and rental agreement by which you now hold possession of the Subject Premises. If you fail to comply, legal proceedings will be instituted against you to recover possession, to declare said rental agreement forfeited, and to recover rents and damages for the period of unlawful detention, and court costs.

YOUR MONTHLY RENT OF \$850.00 shall be regularly due and payable to the Owner and Landlord QUINTIN DONNELLY, up to and including the date of the termination of your tenancy.

For purposes of this subsection, the term "landlord" shall be defined as an owner of record on or before February 21, 1991 of at least 10% interest of the Subject Property, and as an owner of record after February 21, 1991 of at least 25% interest in the Subject Property, or, for Section 37.9(a)(8)(i) only, two individuals registered as Domestic Partners as defined in San Francisco Administrative Code Chapter 62.1-62.8 whose combined ownership of record is at least 25 percent.

Owner QUINTIN DONNELLY's dominant motive for recovering possession of the Subject Premises is set forth in, and this notice are in compliance with the San Francisco Rent Ordinance also known as San Francisco Administrative Code Chapter 37, and particularly Section 37.9(a), Subsection (8), in that:

Owner QUINTIN DONNELLY seeks to recover possession of the rental unit at 9 Apollo Street (Lower Level), San Francisco, California 94124 ("the Subject Premises") in good faith, without ulterior reasons, and with honest intent, for the use and occupancy of his spouse, Sandy Donnelly, and their three minor children. The Owner's spouse

M181845



intends to use, occupy and reside at the Subject Premises as her and their children's principal residence, for a period of at least 36 continuous months, and they will move into the Subject Premises within three months of the date that you actually vacate the unit, and when it is ready for occupancy. In the event the Owner needs more than three months to renovate and occupy the Subject Premises, the Owner will properly file a statement of occupancy described below.

QUINTIN DONNELLY is the record owner of the Subject Property with an undivided 100% ownership interest therein, in fee simple, and in joint tenancy (with a right of survivorship) with his spouse, Sandy Donnelly. Owner QUINTIN DONNELLY intends to recover possession of the Subject Premises for his spouse Sandy Donnelly and their children's use and occupancy, and as their principal place of residence for a period of at least 36 continuous months. The Owner DONNELLY is acting in good faith, without ulterior motives, and with honest intent. The current ownership was recorded in San Francisco County on July 18, 2016. *A true and correct copy of the current Grant Deed recorded in San Francisco County on July 18, 2016 is attached as Exhibit "A" to the Declarations of Quinton Donnelly and Sandy Donnelly herewith and incorporated herein by reference.*

The Owner QUINTIN DONNELLY is currently in possession of the upper level of the single family house located at 9 Apollo Street ("Upper Level"), San Francisco, California 94124, but it is currently uninhabitable and being renovated. The Upper Level of the Subject Property is not comparable to the Subject Premises (Lower Level) or currently available for occupancy. QUINTIN DONNELLY, his wife Sandy Donnelly and their three sons are currently staying in their single family house located at 51 Tucker Avenue, San Francisco, CA 94134 with Sandy Donnelly's parents, Anna Chan and John Tran. There is not enough room for the Owner's family at 51 Tucker Avenue house under the circumstances. Owner QUINTIN DONNELLY plans to move his wife, Sandy Donnelly and their three children into the Subject Premises and simultaneously utilize the Upper Level as his principal residence after the necessary renovation is completed and within three months of the tenants vacating it (as QUINTIN DONNELLY currently has legal possession of the Upper Level as it was delivered vacant after the purchase).

PLEASE BE ADVISED THAT a landlord may not recover possession of a unit from a tenant under Section 37.9(a)(8) if the landlord has or receives notice, any time before recovery of possession, that any tenant in the rental unit (A) is 60 years of age or older and has been residing in the unit for ten (10) years or more, or B) is disabled within the meaning of Section 37.9(i)(1)(B)(i) and has been residing in the unit for ten (10) years or more, or is catastrophically ill within the meaning of Section 37.9(i)(1)(B)(ii) and has been residing in the unit for five (5) years or more. The provisions of Section 37.9(i)(1)(A) and (B) shall not apply where there is only one rental unit owned by the landlord in the building, or where each of the rental units owned by the landlord in the same building where the landlord resides (except the unit actually occupied by the landlord) is occupied by a tenant otherwise protected from eviction by Sections 37.9(i)(1)(A) and (B) and where the landlord's qualified relative who will move into the unit pursuant to Section 37.9(a)(8) is 60 years of age or older.



The foregoing provisions established by Section 37.9(i) include but are not limited to, any rental unit where a notice to vacate/quit has been served as of the date the amendments take effect but where the rental unit has not yet been vacated or an unlawful detainer judgment has not been issued.

YOU HAVE 30 DAYS AFTER SERVICE OF THIS NOTICE upon you in which to invoke the protections of Section 37.9(i). To invoke the protection of Section 37.9(i), you must, within 30 days after service of this notice upon you, serve a statement upon the landlord, **including supporting evidence**, either through the United States Postal Service or by hand delivery, that you claim or do not claim to be a member of one of the classes protected by Section 37.9(i). Your failure to timely serve the landlord with your statement shall be deemed an admission that you are not protected by Section 37.9(i). The landlord may challenge your claim of protected, at the landlord's option, through commencement of eviction proceedings. You shall have the burden of proving your protected status. No civil or criminal liability shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

Section 37.9(j) provides that it shall be a defense to an eviction under Section 37.9(a)(8) if any tenant in the rental unit has a custodial or family relationship with a child under the age of 18 who is residing in the unit, the tenant with the custodian or family relationship has resided in the unit for 12 months or more, and the effective date of the notice of termination of tenancy falls during the school year. The term "school year" means the first day of instruction for the Fall Semester through the last day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year.

The foregoing provision Section 37.9(j)(1) shall not apply where there is only one rental unit owned by the landlord in the building, or where the owner who will move into the unit pursuant to Section 37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner.

Owner QUINTIN DONNELLY and his spouse, Sandy Donnelly, have three minor children, Beck Donnelly (born October 22, 2004), Sean Donnelly (born July 22, 2009), and Chase Donnelly (born September 6, 2013) who will move into the Subject Premises with their mother, Sandy Donnelly.

Accordingly, this Notice is intended to expire outside the School Year for San Francisco Unified School District. *Pertinent information regarding the status of "New Eviction Protections for School Employees and Families with Children During the School Year" is attached hereto as Exhibit "B."*

YOU HAVE 30 DAYS AFTER SERVICE OF THIS NOTICE upon you in which to invoke the protections of Section 37.9(j). To invoke the protection of Section 37.9(j), you must, within 30 days after service of this notice upon you, submit a statement to the landlord, **including supporting evidence**, if you claim to be a member of the class



protected from eviction by Section 37.9(j). A tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). A landlord may challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status. Please submit your statement to the landlord either through the United States Postal Service or by hand delivery, that you claim to be a member of one of the classes protected by Section 37.9(j).

EFFECTIVE NOVEMBER 1, 1998; as amended by Ord. No. 57-02, effective June 2, 2002; amended by Proposition H, effective December 22, 2006; amended by Ord. No. 160-17, effective August 27, 2017, *Section 37.9B Tenants Rights in Eviction Under Section 37.9(a)(B) of Chapter 37 of the San Francisco Administrative Code explains your rights and is attached hereto as Exhibit "C" and incorporated herein by reference. Section 12.14 of the San Francisco Rent Board Rules & Regulations regarding Evictions Under Section 37.9(a)(8) is also attached hereto as Exhibit "D" and is incorporated herein by reference.*

The Owner QUINTIN DONNELLY is acting in good faith, with honest intent, and without ulterior motive by way of commencing this proceeding, and has complied with the provisions of the San Francisco Administrative Code Section 37.9(a)(8)(i) through (viii) *et seq.*, and all other mandates of state and local law. Specifically, Section 37.9(a)(8)(i) states that the landlord may recover possession in good faith, without ulterior reasons and with honest intent, for his own use and occupancy as his principal residence for a period of at least 36 continuous months.

Section 37.9(a)(8)(ii) states that a landlord may recover possession of the rental unit in good faith, without ulterior reasons and with honest intent "[f]or the use of occupancy of the landlord's grandparents, grandchildren, parents, children, brother or sister, or the landlord's spouse, or the spouse of such relations, as their principal place of residency for a period of at least 36 months, in the same building in which the landlord resides as his or her principal place of residency, or in a building in which the landlord is simultaneously seeking possession of a rental unit under 37.9(a)(8)(i)..."

A landlord may not recover possession under Section 37.9(a)(8) if any comparable unit owned by the landlord in San Francisco is already vacant and is available, or if such unit becomes vacant and available before the recovery of possession of the unit. If a comparable unit does become vacant and available before the recovery of possession, the landlord shall rescind the notice to vacate and dismiss any action filed to recover possession of the premises. Provided further, if a non-comparable unit becomes available before the recovery of possession, the landlord shall offer that unit to the tenant. It shall be evidence of lack of good faith if a landlord times the service of the notice, or



the filing of an action to recover possession, so as to avoid moving into a comparable unit, or to avoid offering a tenant a replacement unit.

In compliance with the new amendment to Section 37.9(a)(8), the landlord has attached as Exhibit "G" to this Notice a form prepared by the Rent Board entitled, "Notice of Tenant's Change of Address Following Owner or Relative Move-In Eviction" that the tenant can use to keep the Rent Board apprised of any future change in address. Also attached is a declaration executed by the landlord under penalty of perjury stating that the landlord seeks to recover possession of the Subject Premises in good faith, without ulterior reasons and with honest intent, for use or occupancy as the principal residence of the landlord or the landlord's qualified relative(s), for a period of at least 36 continuous months. In this case, the landlord's qualified relatives are his spouse and three minor children.

Evidence that the landlord has not acted in good faith may include, but is not limited to, any of the following:

- (1) The landlord has failed to file the notice to vacate with the Rent Board;
- (2) The landlord or relative for whom the tenant was evicted did not move into the rental unit within three months after the landlord recovered possession and then occupy said unit as that person's principal residence for a minimum of 36 consecutive months;
- (3) The landlord or relative for whom the tenant was evicted lacks a legitimate, bona fide reason for not moving into the unit within three months after the recovery of possession and/or then occupying said unit as that person's principal residence for a minimum of 36 consecutive months;
- (4) The landlord did not file a statement of occupancy (see below) with the Rent Board as required by Section 37.9(a)(8)(vii);
- (5) The landlord violated Section 37.9B by renting the unit to a new tenant at a rent greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to the Rent Ordinance; and
- (6) Such other factors as a court or the Rent Board may deem relevant.

Nothing described above is intended to alter or diminish any other right to relief that a tenant may have based on a landlord's failure to comply with the Rent Ordinance.

Once a landlord has successfully recovered possession of a rental unit pursuant to Section 37.9(a)(8)(i), then no other current or future landlords may recover possession of any other rental unit in the building under Section 37.9(a)(8)(i). It is the intention of this section that only one specific unit per building may be used for such occupancy, all future occupancies under Section 37.9(a)(8)(i) must be of that same unit, provided that a landlord may file a petition with the Rent Board, or at the landlord's option, commence eviction proceedings, claiming that disability or other similar hardship prevent him or her from occupying a unit which was previously occupied by the landlord.



A landlord who has recovered possession of a unit pursuant to Section 37.9(a)(8) on or after January 1, 2018 must complete a **statement of occupancy** penalty of perjury on a Rent Board form that discloses whether the landlord has recovered possession of the unit. The landlord shall file the **statement of occupancy** with the Rent Board within 90 days after the date of service, and shall file an **updated statement of occupancy** every 90 days thereafter, unless the **statement of occupancy** disclosed that the landlord is no longer endeavoring to recovery possession of the unit, in which case no further **statements of occupancy** need be filed.

If the **statement of occupancy** discloses that the landlord has already removed possession of the unit, the landlord shall file **updated statements of occupancy** one a year for five years, no later than 12 months, 24 months, 36 months, 48 months and 60 months after recovery of possession of the unit. Each **statement occupancy** filed after the landlord has recovered possession of the unit shall disclose the date of recovery of possession, whether the landlord or relative for whom the tenant was evicted is occupying the unit as that person's principal residence with at least two forms of supporting documentation, the date such occupancy commenced (or alternatively, the reasons why occupancy has not yet commenced) the rent charge for the unit if any, and such other information and documentation as the Rent Board may require in order to effectuate the purpose of Section 37.9(a)(8).

The Rent Board shall may all reasonable efforts to send the displaced tenant a copy of each **statement of occupancy** within 30 days of the date of filing, or a notice that the landlord did not file a **statement of occupancy** if no **statement of occupancy** was filed. In addition, the Rent Board shall impose an administrative penalty on any landlord who fails to comply with subsection (a)(8)(vii), in the amount of \$250 for the first violation, \$500 for the second violation, and \$1,000 for every subsequent violation. The procedure for the imposition, enforcement, collection, and administrative review of the administrative penalty shall be governed by Administrative Code Chapter 100, "Procedures Governing the Imposition of Administrative Fines," which is incorporated in its entirety.

Please note that if any provision or clause of Section 37.9(a)(8) of the Rent Ordinance or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other chapter provisions of the Rent Ordinance, and clauses of this chapter are held to be severable.

Any rental unit which a tenant vacates after receiving this notice, and which is subsequently no longer occupied as a principal residence by the landlord or the landlord's qualified relatives or the spouses of such relations must, if offered for rent during the five year period following service of this notice under Section 37.9(a)(8), be rented in good faith at a rent not greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to the Rent Ordinance.



If it is asserted that a rent increase could have taken place during the occupancy of the rental unit by the landlord if the rental unit had been subjected to the Rent Ordinance, the landlord shall bear the burden of proving that the rent could have been legally increased during that period. If it is asserted that the increase is based in whole or in part upon any grounds other than that set forth in Section 37.3(a)(1), the landlord must petition the Rent Board pursuant to the procedures of the Rent Ordinance. Displaced tenants shall be entitled to participate in and present evidence at any hearing held on such a petition. Displaced tenants should make all reasonable efforts to keep the Rent Board apprised of your current address by using the Notice of Tenant's Change of Address Following Owner or Relative Move-In Eviction (attached as Exhibit "G") for the above-described purposes. The Rent Board shall provide notice of any proceedings before the Rent Board to the displaced tenant(s) at the last address provided by the tenant(s). No increase shall be allowed on account of any expense incurred in connection with the displacement of the tenant(s).

Any landlord who, within five years of the date of service of the 60 Day Notice of Termination of Tenancy, offers for rent or lease any unit in which possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or lease to the tenants displaced as follows:

- (1) If any tenant or lessee has advised the landlord in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed, the landlord must make such an offer whenever the unit is again offered for rent or lease. That former tenant may advise the landlord at any time of a change of address to which an offer is to be directed.
- (2) The landlord shall offer to reinstitute a rental agreement or lease at the permissible rent by registered or certified mail with postage prepaid and shall describe the terms of the offer. The displaced tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.
- (3) If more than one tenant attempts to accept the offer for a given unit, the landlord shall notify each tenant so accepting that other acceptances have been received, and shall further advise each such tenant of the names and addresses of the others. If all such tenant do not within thirty (30) days thereafter agree and notify the landlord of which tenant(s) will reoccupy the unit, the tenant(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant initially occupied the unit on the same date, then the first such tenant to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.



NOTE: The voters approved Proposition H on November 7, 2006, effective December 22, 2006, which requires landlord to pay relocation payments for "no fault" evictions such as an Owner Move-In Eviction under Section 37.9(a)(8) of the San Francisco Rent Ordinance.

Therefore, Section 37.9C of the San Francisco Administrative Code provides, in pertinent part,

**"37.9C Tenants Rights to Relocation for No-Fault Evictions**

**(a) Definitions.**

**(1) Covered No-Fault Eviction Notice.**

For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8), (10), (11), or (12).

**(2) Eligible Tenant.** For purposes of this section 37.9C, an Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months...

**(e) Relocation expenses shall be:**

**(1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord be obliged under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses to all Eligible Tenants in the same unit..."**

**(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Sections 12955.3 and 12926 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of \$3,000, \$1,500 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the additional relocation payment along with supporting evidence, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit. If you claim the additional \$3,000, please notify the Owner with supporting evidence of your eligibility for the additional payment. Within 30 days after notification to the Owner of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the Owner will give written notice to the Rent Board of your claim for additional relocation assistance and**



whether or not the Owner disputes the claim, without invalidating this Notice.

Since March 1, 2018, these relocation expenses have been increased annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that date is made available by the United States Department of Labor and published by the Rent Board.

Effective March 1, 2018, relocation payments were increased to the following amounts: \$6,627.00 per Eligible Tenant with a cap of \$19,881.00 per rental unit, with an additional \$4,419.00 for each elderly (60 years or older) or disabled (per California Governmental Code section 12955.3) tenant or each household with at least one child under the age of 18 years old.

Please be advised that, based upon the Owner's belief, the following Eligible Tenants residing at the Subject Premises is entitled to the following payment:

MIGUEL GUTIERREZ	\$19,881.00
WIFE/PARTNER VANIA SANCHEZ	
Minor Children in Household	<u>\$ 4,419.00</u>
	\$24,300.00

One-half of the statutory relocation payment in the amount of twelve thousand one hundred fifty dollars (\$12,150.00) was paid with the service of the 60 Day Notice of Termination of Tenancy served on April 16, 2018 (a copy of the check is attached hereto), and one-half will be paid when the Eligible Tenants vacate. *Section 37.9C of the San Francisco Rent Ordinance, and the most recent Relocation Payments schedule for no cause evictions under Sections 37.9(a)(8), (10), (11), and (12) are attached collectively hereto as Exhibit "E" and incorporated herein by reference*

The Owners QUINTIN DONNELLY and his spouse, Sandy Donnelly, own a single family house at 51 Tucker Avenue, San Francisco, CA 94134. It has two bedrooms, one bathroom, a living room, eat-in kitchen, a garage and backyard. The owners occupy it now with Sandy Donnelly's parents, Anna Chan and John Tran. It will remain occupied by Anna Chan and John Tran after the Donnelly Family move to the Subject Property. Owners QUINTIN DONNELLY and his spouse, Sandy Donnelly also own an investment property at 2987 N.W. Lange Court, Hillsboro, Oregon 97123. It is currently occupied by tenants with a month to month tenancy. QUINTIN DONNELLY and Sandy Donnelly own no other vacant, available, comparable or noncomparable residential properties, jointly or individually. Therefore, Owner QUINTIN DONNELLY owns no other vacant, available, incomparable and/or comparable units anywhere else to offer you for rent when this Notice expires.



Be advised you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from your security deposit, if any. Please contact the Owner to request an initial inspection.

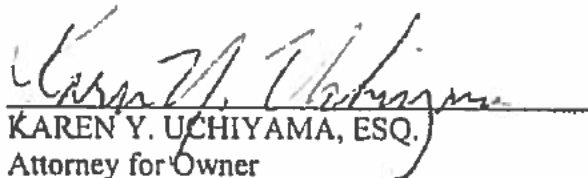
State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

ADVICE REGARDING THIS NOTICE is available from the San Francisco Residential Rent Stabilization and Arbitration Board located at 25 Van Ness Avenue, Room 320, San Francisco, California, 415.252.4600.

Notice to Tenant Required by Rent Ordinance §37.9(c) is attached hereto as Exhibit "F."

The form entitled, "Notice of Tenant's Change of Address Following Owner or Relative Move-In Eviction" that the tenants can use to keep the Rent Board and the owners apprised of any future change in address is attached hereto as Exhibit "G."

Date: June 14, 2018

  
KAREN Y. UCHIYAMA, ESQ.  
Attorney for Owner  
QUINTIN DONNELLY  
1439 Baker Street  
San Francisco, California 94115  
Telephone: 415.563.9300

cc: San Francisco Rent Stabilization and Arbitration Board



**DECLARATION OF QUINTIN DONNELLY**

I, QUINTIN DONNELLY, declare and state as follows:

1. I am the owner of a single family house with an unwarranted in-law unit located at 9 Apollo Street, San Francisco, California 94124 ("Subject Property"). The following facts are of my own personal knowledge and if called to testify as a witness, I could and would competently testify to the items set forth below.

2. I own an undivided ownership interest (100% in the aforementioned real property at 9 Apollo Street, San Francisco, California 94124, in joint tenancy with a right of survivorship, with my wife, Sandy Donnelly. The Grant Deed evidencing my ownership was recorded at the San Francisco County Recorder's Office on July 18, 2016. *A true and correct copy of the recorded Grant Deed is attached hereto collectively as Exhibit "A."*

3. I currently own and reside in a single family house located at 51 Tucker Avenue, San Francisco, CA 94134. It has two bedrooms and one bathroom, a living room, kitchen, backyard and garage. I live there with my spouse, my three minor children, and my mother-in-law, Anna Chan and my father-in-law, John Tran.

4. I am married to Sandy Donnelly, and we have three minor sons: Beck (born 10/22/04), Sean (born 7/22/2009) and Chase (born 9/6/13).

5. The Subject Property at 9 Apollo Street, San Francisco, CA is a single family house divided into two separate units. I am informed and believe it was previously occupied by two separate families. The space on the lower level of the Subject Property has two rooms, a kitchenette, one bathroom, and access to a small backyard. It is hereafter identified as 9 Apollo Street (Lower Level), San Francisco, CA 94124 ("Subject Premises").

6. My growing family needs more space. After our family moves out of 51 Tucker Avenue, my in-laws will remain living there as their principal residence. It is not comparable to the Subject Premises, and it is unavailable to offer for rent to anyone.

7. I purchased the Subject Property through a foreclosure sale in July 2016 with the intent to move into the single family house with my family. I was informed by the foreclosing lender that the entire property was vacant. However, much to my surprise, when I first visited the Subject Property, I discovered the previous owner's subtenants still residing in the lower level of the house after the foreclosed owner vacated the upper level of the Subject Property.

8. At the time our ownership interests were recorded in San Francisco County on July 18, 2016, I am informed and believe that the Subject Premises was occupied by the former owner's purported tenants or subtenants, Miguel Gutierrez, Vania Sanchez and their two minor sons.

9. The Subject Premises is now subject to the rent control and eviction restriction laws in San Francisco. There are no comparable, available residential units in the building at 9 Apollo Street, San Francisco, CA 94124. The upper level has three bedrooms, one bathroom, eat-in kitchen, living room, and no access to the backyard. It is not comparable to the Subject Premises and I am in possession of it. It is being remodeled, and it is currently uninhabitable and unavailable to rent to anyone.

10. To date, no other owner has evicted any tenant pursuant to an Owner- or Relative- Move-In Eviction from the Subject Property or Subject Premises at 9 Apollo Street, San Francisco, CA 94124.

11. I am currently in possession of the upper level of the Subject Property, and I plan to move my wife and minor children into the Subject Premises and use both levels as our principal residence because my family and I need more living space.



12. My wife and children intend to use and occupy the Subject Premises as their principal residence within three months after the tenants move out. In the event they cannot reasonably move into the Subject Premises within three months, I will notify the displaced tenants through the Rent Board under the proper legal procedures set forth in the San Francisco Rent Ordinance. This 60 Day Notice of Termination of Tenancy is intended to expire outside the school year of the San Francisco Unified School District.

13. At this time, my wife and I own an investment property at 2987 N.W. Lange Court, Hillsboro, OR 97123. It is currently occupied by tenants with a month to month tenancy.

14. At this time, my wife and I do not own any other vacant, available, comparable or incomparable properties anywhere else.

15. I seek to recover possession of the Subject Premises for my wife and children in good faith, without any ulterior motive, and with honest intent, for use and occupancy of it as their principal residence for a period of at least 36 continuous months. I request that the current tenants and all occupants in possession move out of the Subject Premises (including all of the common areas), so my qualified relatives can permanently move into the Subject Premises, and use and occupy it as their principal residence.

16. A blank change of address form is attached to the 60 Day Notice of Termination of Tenancy that the tenant can use to advise the Rent Board of any change of address. I will rely upon the tenant sending any change of address to the Rent Board for the purpose of sending any future legal notices related to this Owner's Relatives' Move-In Eviction.

17. I agree to file a "Statement of Occupancy" form with the Rent Board within 90 days after the date of service of the 60 Day Notice of Termination of Tenancy, and an updated Statement of Occupancy every 90 days thereafter until I recover possession of the Subject Premises, and then once a year for five years after recovery of possession of the Subject Premises.

18. I understand and agree that my relatives and I will attach at least two forms of supporting documentation to the above described Statement of Occupancy to show that the Subject Premises is being occupied as my qualified relatives' principal residence.

19. I understand that my relatives' and/or my failure to send each periodic and annual Statement of Occupancy to the displaced tenant(s) requires the Rent Board to assess administrative penalties on any landlord who fails to file the required Statement of Occupancy and supporting documentation -- \$250 for the first failure, \$500 for the second failure and \$1,000 for every subsequent failure.

20. In the event that my qualified relatives do not reside at the Subject Premises as their principal residence for 36 continuous months after taking possession thereof, and I intend to re-rent the Subject Premises within the five year period after the effective date of the 60 Day Notice of Termination of Tenancy regarding the owner move-in or relative move-in eviction ("OMI Notice"), I agree and promise that the same subtenants, MIGUEL GUTIERREZ, VANIA SANCHEZ, and their minor children who reside at the Subject Premises now, have the right to re-rent the same unit at the same rent they are paying now (\$850.00 per month) subject to any lawful rent increases.

21. I will first offer the Subject Premises to the displaced tenants and file the offer with the Rent Board within fifteen days. The tenant has thirty days from receipt of the offer to notify me of acceptance or rejection of the offer, and if accepted, forty-five days to reoccupy the unit. I will comply with the procedures set forth in the San Francisco Rent Ordinance and Rent Board Rules and Regulations.



22. In the event that my wife and I re-rent the Subject Premises during the five-year period following service of the OMI Notice, I understand that we may charge a new tenant no more than that which the displaced tenants would have paid had the displaced tenants remained in occupancy.

23. I understand that a tenant who is charged excess rent during the five year period following service of an OMI Notice may sue the landlord for treble damages and/or injunctive relief. I also understand that non-profit San Francisco tenant rights organizations may sue the landlord for wrongful eviction and collection of excess rents following an OMI Notice. Monetary awards for rent overpayments may be doubled rather than trebled.

24. I understand that the statute of limitations for a tenant to bring a wrongful eviction lawsuit against the landlord following an Owner Move In Eviction or Owner's Relative's Move In Eviction is five years. The statute of limitations for such actions by a non-profit San Francisco tenant rights organization is three years.

25. Since tenants MIGUEL GUTIERREZ, VANIA SANCHEZ and family have resided at the Subject Premises for more than twelve months, they are entitled to, and I am willing to pay them, relocation expenses in the sum of twenty four thousand three hundred dollars (\$24,300.00) in two installment payments. Subtenant MIGUEL GUTIERREZ purportedly has a security deposit in the sum of eight hundred fifty dollars (\$850.00). It will be handled according to state and local laws.

26. The first installment payment in the sum of twelve thousand one hundred fifty dollars (\$12,150.00) to the head of the household, MIGUEL GUTIERREZ, who has resided at the Subject Premises for more than twelve months, is enclosed (in one check made payable to MIGUEL GUTIERREZ) along with the Sixty Day Notice of Termination of Tenancy and this declaration.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 14 day of June, 2018 at San Francisco, California.

Quintin Donnelly  
QUINTIN DONNELLY



**DECLARATION OF SANDY DONNELLY**

I, SANDY DONNELLY, declare and state as follows:

1. I am the owner of a single family house with an unwarranted in-law unit located at 9 Apollo Street, San Francisco, California 94124 ("Subject Property"). The following facts are of my own personal knowledge and if called to testify as a witness, I could and would competently testify to the items set forth below.

2. I own an undivided ownership interest (100%) in the aforementioned real property at 9 Apollo Street, San Francisco, California 94124, in joint tenancy with a right of survivorship, with my husband, Quintin Donnelly. The Grant Deed evidencing my ownership was recorded at the San Francisco County Recorder's Office on July 18, 2016. *A true and correct copy of the recorded Grant Deed is attached hereto collectively as Exhibit "A."*

3. I currently own and reside in a single family house located at 51 Tucker Avenue, San Francisco, CA 94134. It has two bedrooms and one bathroom, a living room, kitchen, backyard and garage. I live there with my spouse, my three minor children, and my mother, Anna Chan and my father, John Tran.

4. I am married to Quintin Donnelly, and we have three minor sons: Beck (born 10/22/04), Sean (born 7/22/2009) and Chase (born 9/6/13).

5. The Subject Property at 9 Apollo Street, San Francisco, CA is a single family house divided into two separate units. I am informed and believe it was previously occupied by two separate families. The space on the lower level of the Subject Property has two rooms, a kitchenette, one bathroom, and access to a small backyard. It is hereafter identified as 9 Apollo Street (Lower Level), San Francisco, CA 94124 ("Subject Premises").

6. My growing family needs more space. After our family moves out of 51 Tucker Avenue, my parents will remain living there as their principal residence. It is not comparable to the Subject Premises, and it is unavailable to offer for rent to anyone.

7. My husband and I purchased the Subject Property through a foreclosure sale in July 2016 with the intent to move into the single family house with our family. I was informed by the foreclosing lender that the entire property was vacant. However, much to my surprise,



1 when I first visited the Subject Property, I discovered the previous owner's subtenants still  
2 residing in the lower level of the house after the foreclosed owner vacated the upper level of the  
3 Subject Property.

4 8. At the time our ownerships interest were recorded in San Francisco County on  
5 July 18, 2016, I am informed and believe that the Subject Premises was occupied by the former  
6 owner's purported tenants or subtenants, Miguel Gutierrez, Vania Sanchez and their two minor  
7 sons.

8 9. The Subject Premises is now subject to the rent control and eviction restriction  
9 laws in San Francisco. There are no comparable, available residential units in the building at 9  
10 Apollo Street, San Francisco, CA 94124. The upper level has three bedrooms, one bathroom,  
11 eat-in kitchen, living room, and no access to the backyard. It is not comparable to the Subject  
12 Premises and I am in possession of it. It is being remodeled, and it is currently uninhabitable and  
13 unavailable to rent to anyone.

14 10. To date, no other owner has evicted any tenant pursuant to an Owner- or  
15 Relative- Move-In Eviction from the Subject Property or Subject Premises at 9 Apollo Street,  
16 San Francisco, CA 94124.

17 11. Owner Quintin Donnelly is currently in possession of the upper level of the  
18 Subject Property, and our minor children and I plan to move into the Subject Premises and use  
19 both levels as our principal residence.

20 12. My children and I intend to use and occupy the Subject Premises as our  
21 principal residence within three months after the tenants move out. In the event we cannot  
22 reasonably move into the Subject Premises within three months, Quintin Donnelly and I will  
23 notify the displaced tenants through the Rent Board under the proper legal procedures set forth in  
24 the San Francisco Rent Ordinance. This 60 Day Notice of Termination of Tenancy is intended to  
25 expire outside the school year of the San Francisco Unified School District.

26 13. At this time, my husband and I own an investment property at 2987 N.W.  
27 Lange Court, Hillsboro, OR 97123. It is currently occupied by tenants with a month to month  
28 tenancy.



1 14. At this time, my husband and I do not own any other vacant, available,  
2 comparable or incomparable properties anywhere else.

3 15. Owner Quintin Donnelly intends to recover possession of the Subject  
4 Premises for me and our children in good faith, without any ulterior motive, and with honest  
5 intent, for use and occupancy of it as our principal residence for a period of at least 36 continuous  
6 months. My husband and I request that the current tenants and all occupants in possession move  
7 out of the Subject Premises (including all of the common areas), so my children and I can  
8 permanently move into the Subject Premises, and use and occupy it as our principal residence.

9 16. A blank change of address form is attached to the 60 Day Notice of  
10 Termination of Tenancy that the tenant can use to advise the Rent Board of any change of  
11 address. I will rely upon the tenant sending any change of address to the Rent Board for the  
12 purpose of sending any future legal notices related to this Owner's Relatives' Move-In Eviction.

13 17. I agree to file a "Statement of Occupancy" form with the Rent Board within  
14 90 days after the date of service of the 60 Day Notice of Termination of Tenancy, and an updated  
15 Statement of Occupancy every 90 days thereafter until I recover possession of the Subject  
16 Premises, and then once a year for five years after recovery of possession of the Subject  
17 Premises.

18 18. I understand and agree that I will attach at least two forms of supporting  
19 documentation to the above described Statement of Occupancy to show that the Subject Premises  
20 is being occupied as those persons' principal residence.

21 19. I understand that my failure to send each periodic and annual Statement of  
22 Occupancy to the displaced tenant(s) requires the Rent Board to assess administrative penalties  
23 on any landlord who fails to file the required Statement of Occupancy and supporting  
24 documentation -- \$250 for the first failure, \$500 for the second failure and \$1,000 for every  
25 subsequent failure.

26 20. In the event that my children and I do not reside at the Subject Premises as  
27 our principal residence for 36 continuous months after taking possession thereof, and my  
28 husband and I intend to re-rent the Subject Premises within the five year period after the effective



1 date of the 60 Day Notice of Termination of Tenancy regarding the owner move-in or relative  
2 move-in eviction ("OMI Notice"), I agree and promise that the same subtenants, MIGUEL  
3 GUTIERREZ, VANIA SANCHEZ, and their minor children who reside at the Subject Premises  
4 now, have the right to re-rent the same unit at the same rent they are paying now (\$850.00 per  
5 month) subject to any lawful rent increases.

6 21. Quintin Donnelly and I will first offer the Subject Premises to the displaced  
7 tenants and file the offer with the Rent Board within fifteen days. The tenant has thirty days from  
8 receipt of the offer to notify us of acceptance or rejection of the offer, and if accepted, forty-five  
9 days to reoccupy the unit. We will comply with the procedures set forth in the San Francisco  
10 Rent Ordinance and Rent Board Rules and Regulations.

11 22. In the event that Quintin Donnelly and I re-rent the Subject Premises during  
12 the five-year period following service of the OMI Notice, I understand that we may charge a new  
13 tenant no more than that which the displaced tenants would have paid had the displaced tenants  
14 remained in occupancy.

15 23. I understand that a tenant who is charged excess rent during the five year  
16 period following service of an OMI Notice may sue the landlord for treble damages and/or  
17 injunctive relief. I also understand that non-profit San Francisco tenant rights organizations may  
18 sue the landlord for wrongful eviction and collection of excess rents following an OMI Notice.  
19 Monetary awards for rent overpayments may be doubled rather than trebled.

20 24. I understand that the statute of limitations for a tenant to bring a wrongful  
21 eviction lawsuit against the landlord following an Owner Move In Eviction or Owner's  
22 Relative's Move In Eviction is five years. The statute of limitations for such actions by a non-  
23 profit San Francisco tenant rights organization is three years.

24 25. Since tenants MIGUEL GUTIERREZ, VANIA SANCHEZ and family have  
25 resided at the Subject Premises for more than twelve months, they are entitled to, and I am  
26 willing to pay them, relocation expenses in the sum of twenty four thousand three hundred  
27 dollars (\$24,300.00) in two installment payments. Subtenant MIGUEL GUTIERREZ  
28



1 purportedly has a security deposit in the sum of eight hundred fifty dollars (\$850.00). It will be  
2 handled according to state and local laws.

3 26. The first installment payment in the sum of twelve thousand one hundred fifty  
4 dollars (\$12,150.00) to the head of the household, MIGUEL GUTIERREZ, who has resided at  
5 the Subject Premises for more than twelve months, is enclosed (in one check made payable to  
6 MIGUEL GUTIERREZ) along with the Sixty (60) Day Notice of Termination of Tenancy (OMI  
7 Notice) and this declaration.

8 I declare under penalty of perjury under the laws of the State of California that the  
9 foregoing is true and correct. Executed this 10th day of April, 2018 at San Francisco,  
10 California.

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

  
SANDY DONNELLY



20169K28756100003  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2016-K287561-00  
Acct 2115-Servicelink - Irvine  
Monday, JUL 18, 2016 08:28:51  
Ttl Pd \$4,485.00 Nbr-0005411873  
oJI/RE/1-3

RECEIVED COPY

RECORDING REQUESTED BY:  
ServiceLink Title Company

When Recorded Mail Document  
and Tax Statement To:  
QUINTIN DONNELLY AND SANDY  
DONNELLY  
51 TUCKER AVENUE  
San Francisco, CA 94134

Order No.: 160130037

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## GRANT DEED

The undersigned grantor(s) declare(s)

- ☐ This transfer is exempt from the documentary transfer tax.  
☒ The documentary transfer tax is \$4,485.00 and is computed on: \$654,675.00  
☒ the full value of the interest or property conveyed.  
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.  
The property is located in ☒ the City of San Francisco.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Fannie Mae a/k/a Federal National Mortgage Association

hereby GRANT(S) to QUINTIN DONNELLY and SANDY DONNELLY, HUSBAND AND WIFE AS JOINT TENANTS  
the following described real property in the City of San Francisco, County of San Francisco, State of California:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SAN FRANCISCO AND STATE OF CALIFORNIA BEING KNOWN AND DESIGNATED AS FOLLOWS:

PORTION OF LOT 1, IN BLOCK 5354, ACCORDING TO THE MAP OF FERNANDO NELSON'S SUBDIVISION OF SILVER TERRACE, FILED JANUARY 4, 1940 IN BOOK "N" OF MAPS, PAGE(S) 89-93, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF APOLLO STREET, DISTANT THEREON 492.428 FEET NORTHEASTERLY FROM THE NORTHERLY TERMINUS OF THE CURVE WITH A RADIUS OF 10 FEET, WHICH CONNECTS SAID LINE OF APOLLO STREET WITH THE NORTHEASTERLY LINE OF THORNTON AVENUE; RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF APOLLO STREET 27.523 FEET; THENCE SOUTH 49°22'25" EAST 57.539 FEET; THENCE SOUTH 29°31'39" WEST 25.478 FEET TO A LINE DRAWN SOUTH 49°22'25" WEST ALONG THE LINE SO DRAWN 73.961 FEET TO THE POINT OF BEGINNING

TAX ID: 5354-048

# EXHIBIT 'A'



**GRANT DEED**  
(continued)

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR A SALES PRICE OF GREATER THAN \$ 785,610.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THE RECORDING OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$ 785,610.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THE RECORDING OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE.

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST.



GRANT DEED  
(continued)

Dated: June 29, 2016

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below

FANNIE MAE A/K/A FEDERAL NATIONAL MORTGAGE ASSOCIATION

BY: [Signature]  
GLADYS FRANCO, A/D OF SERVICELINK,  
A DIVISION OF CHICAGO TITLE COMPANY,  
AS ATTORNEY IN FACT FOR FANNIE MAE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On June 30, 2016 before me, Regina Jay Eggen, Notary Public,  
(here insert name and title of the officer)

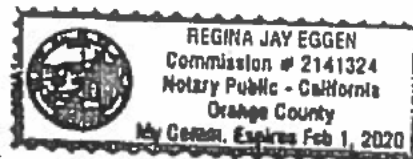
personally appeared Gladys Franco  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature

(Seal)





## Rent Board

# New Eviction Protections for School Employees & Families with Children During the School Year

*Monday, May 23, 2016*

*Updated: June 29, 2016*

Effective May 22, 2016, Rent Ordinance Section 37.9(j) was amended to prohibit certain no-fault evictions during the school year if a child under 18 or a person who works at a school in San Francisco resides in the rental unit, is a tenant in the unit or has a custodial or family relationship with a tenant in the unit, and the tenant has resided in the unit for 12 months or more.

These eviction protections apply to the following types of no-fault evictions where the effective date of the eviction notice falls during the school year: owner/relative move-in [37.9(a)(8)], condominium conversion [37.9(a)(9)], demolition/permanent removal of unit from housing use [37.9(a)(10)], temporary eviction to perform capital improvements [37.9(a)(11)], or substantial rehabilitation [37.9(a)(13)].

There is one exception to the new eviction protections: a landlord may proceed with a temporary capital improvement eviction under 37.9(a)(11) during the school year, even when there are protected tenants in the unit, where the temporary eviction is in connection with a mandatory soft-story seismic retrofit under Building Code Chapter 34B and where the landlord has provided notice and compensation as required by Administrative Code Chapter 65A.

The previous exceptions for owners that applied to owner move-in evictions during the school year (i.e. owner has only one rental unit in the building or owner is moving in with his/her own child under 18) no longer apply.

The tenant has 30 days after service of the of the landlord's written request or eviction notice to claim protected status under 37.9(j). If the tenant does not submit a timely claim of protected status, such failure shall be deemed an admission that the tenant is not protected from eviction under 37.9(j). Any dispute regarding a tenant's protected status may be decided by the court or the Rent Board. Section 37.9(j) is set forth below.

(j) The following additional provision shall apply to a landlord who seeks to recover a rental unit by utilizing the grounds enumerated in Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11), or (a)(12).

(1) It shall be a defense to an eviction under Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11), or

# EXHIBIT 'B'



(a)(12) If a child under the age of 18 or any educator resides in the unit, the child or educator is a tenant in the unit or has a custodial or family relationship with a tenant in the unit, the tenant has resided in the unit for 12 months or more, and the effective date of the notice of termination of tenancy falls during the school year.

(2) Section 37.9(j)(1) shall not apply where the landlord is seeking to temporarily evict or temporarily sever housing services in order to perform seismic work required by Building Code Chapter 34B and has provided notice and compensation as required by Administrative Code Chapter 65A.

(3) Within 30 days of personal service by the landlord of a written request, or, at the landlord's option, a notice of termination of tenancy under Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11), or (a)(12), the tenant must submit a statement with supporting evidence to the landlord, if the tenant claims to be a member of the class protected from eviction by Section 37.9(j). The landlord's written request or notice shall contain a warning that a tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). The landlord shall file a copy of the landlord's request or notice with the Rent Board within 10 days of service on the tenant. A tenant's failure to submit a statement within the 30-day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). A landlord may challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

(4) For purposes of this Section 37.9(j), the following terms have the following meanings:

"Custodial relationship" means, with respect to a child and a tenant, that the tenant is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for the child, or has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less.

"Educator" means any person who works at a school in San Francisco as an employee or independent contractor of the school or of the governing body that has jurisdiction over the school, including, without limitation, all teachers, classroom aides, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, security guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and learning support consultants.

"Family relationship" means that the person is the parent, grandparent, brother, sister, aunt, or uncle of the child or educator, or the spouse or domestic partner of such relations.

"School" means any state-licensed child care center, state-licensed family day care, and/or any public, private, or parochial institution that provides educational instruction for students in any or all of the grades from kindergarten through twelfth grade.

"School year" means the first day of instruction for the Fall Semester through the last day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year.



**Update #1 (June 29, 2016):**

On June 10, 2016, the San Francisco Apartment Association and Small Property Owners of San Francisco Institute filed a lawsuit in Superior Court Case No. 515087 challenging this Ordinance amendment. The amendment remains in effect. Further updates will be provided when there is a court decision in this case.



---

## Rent Board

# **Court of Appeal Upholds Ordinance Amendment re Increased Eviction Protections for School Employees and Families with Children During the School Year - Update #3 (2/14/18)**

*Tuesday, February 27, 2018*

On October 11, 2016, the City appealed the Superior Court's August 31, 2016 ruling in SFAA v. CCSF that enjoined the City from enforcing Ordinance No. 160100 (no-fault eviction protections during the school year for students and educators). On February 14, 2018, the Court of Appeal issued a published decision upholding the legality of the Ordinance. While the appellate court reversed the trial court's Order, the decision is not yet final and the injunction prohibiting the City from enforcing the Ordinance remains in effect pending further appeal. You can view a copy of the published decision [here](#).



## Rent Board

### Section 37.9B Tenant Rights In Evictions Under Section 37.9(a)(8)

#### Section 37.9B Tenant Rights In Evictions Under Section 37.9(a)(8)

[Added by Ord. No. 293-98, effective November 1, 1998; amended by Ord. No. 57-02, effective June 2, 2002; amended by Proposition H, effective December 22, 2006; amended by Ord. No. 160-17, effective August 27, 2017]

(a) Any rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8), and which is subsequently no longer occupied as a principal residence by the landlord or the landlord's grandparent, parent, child, grandchild, brother, sister, or the landlord's spouse, or the spouses of such relations must, if offered for rent during the five-year period following service of the notice to quit under Section 37.9(a)(8), be rented in good faith at a rent not greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to this Chapter 37. If it is asserted that a rent increase could have taken place during the occupancy of the rental unit by the landlord if the rental unit had been subjected to this Chapter, the landlord shall bear the burden of proving that the rent could have been legally increased during that period. If it is asserted that the increase is based in whole or in part upon any grounds other than that set forth in Section 37.3(a)(1), the landlord must petition the Rent Board pursuant to the procedures of this Chapter. Displaced tenants shall be entitled to participate in and present evidence at any hearing held on such a petition. Tenants displaced pursuant to Section 37.9(a)(8) shall make all reasonable efforts to keep the Rent Board apprised of their current address. The Rent Board shall provide notice of any proceedings before the Rent Board to the displaced tenant at the last address provided by the tenant. No increase shall be allowed on account of any expense incurred in connection with the displacement of the tenant.

(b) (1) For notices to vacate served before January 1, 2018, any landlord who, within three years of the date of service of the notice to quit, offers for rent or lease any unit in which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or lease to the tenants displaced in the same manner as provided for in Sections 37.9A(c) and (d).

(2) For notices to vacate served on or after January 1, 2018, any landlord who, within five years of the date of service of the notice to quit, offers for rent or lease any unit in which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or lease to the tenants

# EXHIBIT 'C'



displaced, by mailing a written offer to the address that the tenant has provided to the landlord. If the tenant has not provided the landlord a mailing address, the landlord shall mail the offer to the address on file with the Rent Board, and if the Rent Board does not have an address on file, then to the unit from which the tenant was displaced and to any other physical or electronic address of the tenant of which the landlord has actual knowledge. The landlord shall file a copy of the offer with the Rent Board within 15 days of the offer. The tenant shall have 30 days from receipt of the offer to notify the landlord of acceptance or rejection of the offer and, if accepted, shall reoccupy the unit within 45 days of receipt of the offer.

(c) In addition to complying with the requirements of Section 37.9(a)(8), an owner who endeavors to recover possession under Section 37.9(a)(8) shall inform the tenant of the following information in writing and file a copy with the Rent Board within 10 days after service of the notice to vacate, together with a copy of the notice to vacate and proof of service upon the tenant;

(1) The identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;

(2) The dates the percentages of ownership were recorded;

(3) The name(s) of the landlord endeavoring to recover possession and, if applicable, the names(s) and relationship of the relative(s) for whom possession is being sought and a description of the current residence of the landlord or relative(s);

(4) A description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's grandparent, parent, child, grandchild, brother, or sister for whom possession is being sought;

(5) The current rent for the unit and a statement that the tenant has the right to re-rent the unit at the same rent, as adjusted by Section 37.9B(a) above;

(6) The contents of Section 37.9B, by providing a copy of same; and

(7) The right the tenant(s) may have to relocation costs and the amount of those relocation costs.

(d) The landlord shall pay relocation expenses as provided in Section 37.9C.

(e) Within 30 days after the effective date of a written notice to vacate that is filed with the Rent Board under Section 37.9B(c) the Rent Board shall record a notice of constraints with the County Recorder identifying each unit on the property that is the subject of the Section 37.9B(c) notice to vacate, stating the nature and dates of applicable restrictions under Section 37.9(a)(8) and 37.9B. For notices to vacate filed under Section 37.9B(c) on or after January 1, 2018, the Rent Board shall also send a notice to the unit that states the maximum rent for that unit under Sections 37.9(a)(8) and 37.9B, and shall send an updated notice to the unit 12 months, 24 months, 36 months, 48 months and 60 months thereafter, or within 30 days of such date. If a notice of constraints is recorded but the tenant does not vacate the unit, the landlord may apply to the Rent Board for a rescission of the recorded notice of constraints. The Rent Board shall not be required to send any further notices to the unit pursuant to this subsection (e) if the constraints on the unit are rescinded.



## **Section 12.14 Evictions under Section 37.9(a)(8)**

(Amended June 18, 1991; Subsection (c) amended March 7, 1995; Subsection (d) added October 20, 1998; amended June 10, 2008; Subsections (a)-(d) amended and Subsections (e)-(f) added November 21, 2017, effective January 1, 2018)

(a) **Definition of Landlord.** For purposes of an eviction under Section 37.9(a)(8) of the Ordinance, the term "landlord" shall mean a natural person, or group of natural persons, and for evictions under Ordinance Section 37.9(a)(8)(i) only, the term "landlord" shall also mean two individuals registered as Domestic Partners as defined in San Francisco Administrative Code Chapter 62.1-82.8, who in good faith hold a recorded fee interest in the property and meet one of the following requirements:

(1) held a recorded fee interest of at least 10%, or a recorded equitable interest under contract of sale of at least 10%, or in the case of Domestic Partners a combined ownership of record of at least 10%, which interest was recorded on or before February 21, 1991, and continues to hold at least such a 10% interest on the date of service of the notice to vacate; or

(2) holds a recorded fee interest of at least 25%, or a recorded equitable interest under contract of sale of at least 25%, or in the case of Domestic Partners a combined ownership of record of at least 25%, on the date of service of the notice to vacate.

(b) **Information to Accompany Notice to Vacate.** In addition to general eviction notice requirements, a landlord who endeavors to recover possession under Ordinance Section 37.9(a)(8) shall provide the tenant with the following documents and information in writing on or before service of the notice to vacate and file a copy of same with the Rent Board within 10 days after service of the notice to vacate on the tenant, together with a copy of the notice to vacate and proof of service upon the tenant:

(1) the identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;

(2) the name(s) of the landlord endeavoring to recover possession and, if applicable, the name(s) and relationship of the relative(s) for whom possession is being sought and a description of the current residence of the person(s) for whom possession is being sought;

(3) the dates the current percentages of ownership were recorded;

(4) a description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's relative for whom possession is being sought;

(5) the current rent for the unit and a statement that if the unit is offered for rent during the five-year period following service of the notice to vacate under Section 37.9(a)(8), the tenant has the right to re-rent the unit at the

# **EXHIBIT 'D'**



same rent, as adjusted by Ordinance Section 37.9B(a);

(6) the contents of Ordinance Section 37.9B, by providing a copy of same;

(7) the right the tenant(s) may have to relocation costs under Ordinance Section 37.9C, the amount of those relocation costs, and a copy of Section 37.9C;

(8) a declaration executed by the landlord under penalty of perjury stating:

(i) the reason why the landlord or relative is moving from his/her current residence to the unit for which possession is being sought; (ii) that the landlord seeks to recover possession of the unit in good faith, without ulterior reasons and with honest intent, for use or occupancy as the principal residence of the landlord or the landlord's relative (identified by name and relation to the landlord), for a period of at least 36 continuous months, as set forth in Ordinance Sections 37.9(a)(8)(i) and (ii); (iii) whether the landlord served a notice to vacate pursuant to Ordinance Section 37.9(a)(8) for a different unit; and, (iv) whether the landlord has recovered possession of other rental units in the City and County of San Francisco for any reason under Ordinance Section 37.9(a) other than nonpayment of rent in which the tenant displaced from such rental unit had resided for at least 36 consecutive months;

(9) a warning that the tenant must submit a statement to the landlord within 30 days of service of the notice to vacate, with supporting evidence, if the tenant claims to be a member of a protected class under Ordinance Sections 37.9(i) or (j), and that failure to do so shall be deemed an admission that the tenant is not protected by Sections 37.9(i) or (j);

(10) a form prepared by the Rent Board stating that a tenant's failure to timely act in response to a notice to vacate may result in a lawsuit by the landlord to evict the tenant, that advice regarding the notice to vacate is available from the Rent Board, and that the tenant may be eligible for affordable housing programs through the Mayor's Office of Housing and Community Development; and

(11) a blank change of address form prepared by the Rent Board that the tenant can use to keep the Rent Board apprised of any future change of address.

(c) Principal Place of Residence. For purposes of an eviction under Section 37.9(a)(8) of the Ordinance, a landlord or landlord's relative can have only ONE "principal place of residence" which is defined as the permanent or primary home of the party claiming that a unit has that status attached to it. It is a unit that the party occupies for more than temporary or transitory purposes. Evidence that a unit is or is intended to be the party's "principal place of residence" includes, but is not limited to, the following elements, a compilation of which lends greater credibility to the claim of "principal place of residence of a party" whereas the presence of only one element may not support such claim:

(1) the subject premises are listed as the party's place of residence on any motor vehicle registration, driver's license, automobile insurance policy, homeowner's or renter's insurance policy, and with the party's current employer or any public agency, including State and local taxing authorities;

(2) utilities are installed under the party's name at the subject premises;

(3) the party's personal possessions have been moved into the subject premises;

(4) a homeowner's tax exemption has been issued in the party's name for the subject premises;

(5) the party's current voter registration is for the subject premises;

(6) a U.S. Postal Change of Address form has been filed requesting that mail be forwarded to the subject premises;

(7) the subject premises are the place the party normally returns to as his/her home, exclusive of military service, hospitalization, vacation, or travel necessitated by employment;



(8) notice to move at another dwelling unit was given in order to move into the subject premises; and

(9) the party sold or placed on the market for sale the home he/she occupied prior to the subject premises.

(d) **Definition of Disability for Protected Status.** A tenant is disabled under Ordinance Section 37.9(i)(1)(B)(i) if the tenant meets the standard for blindness or disability under the federal Supplemental Security Income/California State Supplemental Program (SSI/SSP). In determining whether a tenant is disabled, a finder of fact shall consider relevant evidence, including:

(1) findings by any government entity concerning a disability;

(2) testimony concerning the disability; and

(3) medical evidence concerning the disability.

(e) **Evidence of a Lack of Good Faith.** For purposes of an eviction under Section 37.9(a)(8) of the Ordinance, evidence that is relevant to determining whether a landlord acted or is acting in good faith may include, but is not limited to, any of the following:

(1) the landlord has failed to file the notice to vacate with the Rent Board as required by Ordinance Sections 37.9(c) and 37.9B(c);

(2) the landlord or relative for whom the tenant was evicted did not move into the rental unit within three months after the landlord recovered possession and then occupy said unit as that person's principal residence for a minimum of 36 consecutive months;

(3) the landlord or relative for whom the tenant was evicted lacks a legitimate, bona fide reason for not moving into the unit within three months after the recovery of possession and/or then occupying said unit as that person's principal residence for a minimum of 36 consecutive months;

(4) the landlord did not file a Statement of Occupancy with the Rent Board as required by Ordinance Section 37.9(a)(8)(vii) and Section 12.14(f) of these Rules and Regulations;

(5) the landlord violated Ordinance Section 37.9B during the five-year period following service of the notice to vacate under Ordinance Section 37.9(a)(8) by renting the unit to a new tenant at a rent greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to the Ordinance;

(6) the landlord served a notice to vacate pursuant to Ordinance Section 37.9(a)(8) for a different unit and has not sought a rescission or withdrawal of that notice;

(7) the landlord has recovered possession of multiple rental units in the same building within 180 days of the service of the notice to vacate pursuant to Ordinance Section 37.9(a)(8); and/or

(8) the landlord completed buyout negotiations as defined in Ordinance Section 37.9E(c) with any other tenant(s) in the building.

(f) **Statement of Occupancy.** A landlord who seeks to recover possession of a unit pursuant to Ordinance Section 37.9(a)(8) on or after January 1, 2018 must complete a Statement of Occupancy under penalty of perjury on a form to be prepared by the Rent Board that discloses whether the landlord has recovered possession of the unit. The landlord shall file a Statement of Occupancy with the Rent Board within 90 days after the date of service of the notice to vacate pursuant to Ordinance Section 37.9(a)(8), and shall file an updated Statement of Occupancy every 90 days thereafter; provided, however, if the Statement of Occupancy discloses that the landlord has recovered possession of the unit, the landlord shall then be required to file updated Statements of Occupancy once a year for five years, no later than 12 months, 24 months, 36 months, 48 months and 60 months after the date the landlord recovered possession of the unit. Each Statement of



Occupancy filed after the landlord has recovered possession of the unit shall disclose the date of recovery of possession. If the Statement of Occupancy discloses that the landlord is no longer endeavoring to recover possession of the unit under Ordinance Section 37.9(a)(8) and the Rent Board has granted the landlord's written request for rescission of the notice to vacate pursuant to Ordinance Section 37.9B(e), no further Statements of Occupancy need be filed.

(1) If the Statement of Occupancy discloses that the landlord has not yet recovered possession of the unit, the landlord shall provide the following information:

(i) whether the landlord is still pursuing an eviction of the tenant and, if not, the landlord shall include proof that the landlord has notified the tenant in writing that the notice to vacate has been rescinded and that the Rent Board has granted the landlord's written request for rescission of the notice to vacate pursuant to Ordinance Section 37.9B(e); state whether any tenant still occupies the unit and provide the name(s) and contact information for each tenant still in occupancy; and, if any tenant still occupies the unit after written rescission of the notice to vacate and/or rescission by the Rent Board of the notice of constraints, include proof of the most recent rental payment received from the tenant and proof that the landlord has deposited or cashed it;

(ii) whether the landlord has filed an unlawful detainer action against the tenant to recover possession of the unit;

(iii) the identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;

(iv) the dates the current percentages of ownership were recorded;

(v) the name(s) of the landlord endeavoring to recover possession and, if applicable, the name(s) and relationship of the relative(s) for whom possession is being sought, a description of the current residence of the landlord or relative(s) for whom possession is being sought and an explanation of why the owner or relative is moving from his/her current residence to the unit;

(vi) a description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's relative for whom possession is being sought;

(vii) the current rent for the unit;

(viii) whether and when the landlord served a notice to vacate pursuant to Ordinance Section 37.9(a)(8)(i) for a different unit, and the address of such unit; and

(ix) whether and when the landlord has recovered possession of any other rental unit in the same building subsequent to the service of the notice to vacate pursuant to Ordinance Section 37.9(a)(8).

(2) If the Statement of Occupancy discloses that the landlord has already recovered possession of the unit and the owner or relative for whom the tenant was evicted is currently occupying the unit as that person's principal residence, the landlord shall provide the following information:

(i) the name(s) and ownership interest of the current occupant(s) of the unit, and the date such occupancy commenced;

(ii) at least two forms of the supporting documentation specified in Section 12.14(f)(4) below;

(iii) whether the current occupant's personal possessions have been moved into the unit;

(iv) the rent charged for the unit if any;

(v) whether the subject unit is listed as the owner's or relative's place of residence on any motor vehicle registration, driver's license, automobile insurance policy, homeowner's or renter's insurance policy, is used by or



for the person's current employer and any public agency, including state and local taxing authorities;

- (vi) whether utilities are installed at the unit under the owner's or relative's name;
- (vii) whether the owner occupant has claimed a homeowner's tax exemption for the subject unit;
- (viii) whether the occupant filed a U.S. Postal Service Change of Address form;
- (ix) whether the subject unit is the place the owner or relative normally returns to as his/her home, exclusive of military service, hospitalization, vacation, or travel necessitated by employment;
- (x) whether notice to move at another dwelling unit was given in order to move into the subject unit; and
- (xi) whether the owner occupant sold or placed on the market for sale the home he/she occupied prior to the subject unit.

(3) If the Statement of Occupancy discloses that the landlord has already recovered possession of the unit and the owner or relative for whom the tenant was evicted is not occupying the unit as that person's principal residence, the landlord shall provide the following information:

(i) whether the owner or relative for whom the tenant was evicted ever occupied the unit as that person's principal residence, the dates of such occupancy, and the reasons why the unit is no longer occupied by that person;

(ii) if the owner or relative for whom the tenant was evicted never occupied the unit as that person's principal residence, the reasons why occupancy has not yet commenced;

(iii) If the owner or relative for whom the tenant was evicted has moved out of the unit within five years after service of the notice to vacate under Ordinance Section 37.9(a)(8), a copy of the written offer to the displaced tenant to re-rent the unit at a rent no greater than what the tenant would have paid had the tenant remained in continuous occupancy and the unit remained subject to the Rent Ordinance; and

(iv) If the owner or relative for whom the tenant was evicted has moved out of the unit within five years after service of the notice to vacate under Ordinance Section 37.9(a)(8) and the unit was re-rented to someone other than the displaced tenant, the amount of rent paid by the current tenant.

(4) Where the Statement of Occupancy discloses that the owner or relative for whom the tenant was evicted is currently occupying the unit as that person's principal residence, the landlord shall attach to the Statement of Occupancy at least two of the following forms of supporting documentation. Confidential information may be redacted from the supporting documentation prior to filing it with the Rent Board.

(i) current motor vehicle registration, plus a copy of the current insurance policy for the vehicle that shows the name of the insured, the address of the unit and the period of coverage, with proof of payment;

(ii) current driver's license;

(iii) Social Security statement of benefits that shows the name of the recipient, the address of the unit and the current period of coverage;

(iv) current voter registration;

(v) current homeowner's or renter's insurance policy for the contents of the unit showing the name of the insured, the address of the unit and the period of coverage, with proof of payment; and/or

(vi) the most recent state or federal tax return that shows the name and address of the owner or relative occupying the unit and proof of filing.



(5) The Rent Board shall make all reasonable efforts to send the displaced tenant a copy of each Statement of Occupancy with supporting documentation within 30 days of the date of filing, or a notice that the landlord did not timely file a Statement of Occupancy if no Statement of Occupancy was timely filed.

(6) The Rent Board shall impose an administrative penalty on any landlord who fails to timely file a Statement of Occupancy with the supporting documentation required by Section 12.14(f)(4) of these Rules and Regulations, in violation of Ordinance Section 37.9(a)(8)(vi) and Section 12.14(f). Penalties shall be in the following amounts: \$250 for the first violation, \$500 for the second violation, and \$1,000 for every subsequent violation. The procedure for the imposition, enforcement, collection, and administrative review of the administrative penalty shall be governed by Administrative Code Chapter 100, "Procedures Governing the Imposition of Administrative Fines," which is hereby incorporated in its entirety.



## Rent Board

### Section 37.9C Tenants Rights To Relocation For No-Fault Evictions

[Added by Proposition H, effective December 22, 2006; annotated section 37.9C(a)(1) to reference California Civil Code Section 1947.9, which went into effect on January 1, 2013]

(a) Definitions.

(1) Covered No-Fault Eviction Notice. For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8), (10), (11), or (12). [However, effective January 1, 2013, the amount of relocation payments for temporary displacement of a tenant household under Section 37.9(a)(11) for less than 20 days is governed by California Civil Code Section 1947.9 and not by this Section.]

(2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months.

(b) Each Eligible Tenant who receives a Covered No-Fault Eviction Notice, in addition to all rights under any other provision of law, shall be entitled to receive relocation expenses from the landlord, in the amounts specified in section 37.9C(e).

(c) On or before the date of service of a Covered No-Fault Eviction Notice, the landlord shall notify all occupant(s) in the unit in writing of the right to receive payment under this section 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such notification shall include a statement describing the additional relocation expenses available for Eligible Tenants who are senior or disabled and for households with children. The landlord shall file a copy of this notification with the Rent Board within 10 days after service of the notice, together with a copy of the notice to vacate and proof of service upon the tenant.

(d) A landlord who pays relocation expenses as required by this section in conjunction with a notice to quit need not pay relocation expenses with any further notices to quit based upon the same just cause under Section 37.9(a) for the same unit that are served within 180 days of the notice that included the required relocation

# EXHIBIT 'E'



payment. The relocation expenses contained herein are separate from any security or other refundable deposits as defined in California Code Section 1950.5. Further, payment or acceptance of relocation expenses shall not operate as a waiver of any rights a tenant may have under law.

(e) Relocation expenses shall be:

(1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord be obligated under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses to all Eligible Tenants in the same unit.

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the relocation payment along with supporting evidence, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit. Within 30 days after notification to the landlord of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the landlord shall give written notice to the Rent Board of the claim for additional relocation assistance and whether or not the landlord disputes the claim.

(3) Commencing March 1, 2007, these relocation expenses, including the maximum relocation expenses per unit, shall increase annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

(f) The provisions of this Ordinance shall apply to all notices to quit served on or after August 10, 2006.





**Relocation Payments for Evictions based on Owner/Relative Move-In OR Demolition/Permanent Removal of Unit from Housing Use OR Temporary Capital Improvement Work OR Substantial Rehabilitation\***

Date of Service of Notice of Termination of Tenancy ("Eviction Notice")	Relocation Amount Due Per Tenant	Maximum Relocation Amount Due Per Unit	PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
3/01/17 – 2/28/18	\$6,281.00	\$18,843.00	\$4,188.00
✓ 3/01/18 – 2/28/19	\$6,627.00	\$19,881.00	\$4,419.00

\*See Ordinance Section 37.9C for additional relocation requirements for evictions under 37.9(a)(8) (owner/relative move-in), 37.9(a)(10) (demolition/permanent removal from housing use), 37.9(a)(11) (temporary eviction for capital improvement work) and 37.9(a)(12) (substantial rehabilitation). (However, effective 1/1/13, the amount of relocation payments for temporary capital improvement evictions under 37.9(a)(11) for less than 20 days is governed by California Civil Code Section 1947.9 and not by Rent Ordinance Section 37.9C. The daily rate for relocation payments under Section 1947.9 is \$360.00/day for the period 3/1/18 – 2/28/19.)

**Pagos de traslado por desalojo debidos a mudanza del propietario/pariente O por demolición/eliminación definitiva del uso de la unidad como vivienda O trabajos temporales de mejora de capital O rehabilitación substancial\***

Fecha del servicio de entrega del aviso de desalojo	Monto de traslado correspondiente por inquilino	Monto de traslado máximo correspondiente por unidad	ADICIONAL Monto adicional correspondiente por cada persona mayor de edad (60 años o más) o inquilino discapacitado o familia con niños menores
3/01/17 – 2/28/18	\$6,281.00	\$18,843.00	\$4,188.00
3/01/18 – 2/28/19	\$6,627.00	\$19,881.00	\$4,419.00

\*Ver la Sección 37.9C de la Ordenanza para requisitos adicionales de traslado por desalojo según 37.9(a)(8) (mudanza del dueño/pariente), 37.9(a)(10) (demolición/eliminación definitiva del uso de la unidad como vivienda), 37.9(a)(11) (trabajos temporales de mejora de capital) y 37.9(a)(12) (rehabilitación substancial). (Sin embargo, efectivo 1/1/13, la cantidad del pago de traslado para los desalojos temporales de mejora de capital bajo la Sección 37.9(a)(11) por menos de 20 días está gobernado por la Sección del Código Civil de California 1947.9 y no por la Sección 37.9C de la Ordenanza. La tasa diaria por pagos de reubicación bajo Sección 1947.9 es \$360.00 por día por el periodo 3/1/18-2/28/19.)

以業主/親屬身份入住，或拆除/出租單位，且永遠不再做為居住房屋使用或  
臨時資本設備改善工程或大規模裝修為由進行迫遷的搬遷費\*

逐逐迫遷通知的日期	每位房客應得的搬遷費金額	每個單位應得的最高搬遷費金額	外加 每位老年（60歲或以上）或殘障房客或每戶有未成年兒童的家庭應得的額外金額
3/01/17 – 2/28/18	\$6,281.00	\$18,843.00	\$4,188.00
3/01/18 – 2/28/19	\$6,627.00	\$19,881.00	\$4,419.00

\*請參閱《租賃條例》第 37.9C 節中有關依照第 37.9(a)(8) 節（業主/親屬入住）、第 37.9(a)(10) 節（拆除/出租單位永遠不再做為居住房屋使用）、第 37.9(a)(11) 節（臨時資本設備改善工程）及第 37.9(a)(12) 節（大規模裝修）迫遷的額外搬遷費要求。（然而從 2013 年 1 月 1 日開始生效，因主要修繕的臨時遷出少於 20 天受租務條例 37.9(a)(11) 條的制約，此項搬家費用金額由加州民事法典 1947.9 條所制而不是租賃條例 37.9C 條制約，根據第 1947.9 條，搬遷費的每日費率是 \$360.00 從 3/1/18 至 2/28/19 為期。）

579 Relocation Payments-37.9C 2/1/18

25 Van Ness Avenue #320  
San Francisco, CA 94102-6033

www.sfrb.org

Phone 415.252.4602  
FAX 415.252.4699





## **San Francisco Residential Rent Stabilization and Arbitration Board**

# **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

### **NOTICE TO TENANT (English)**

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at [www.sfrb.org](http://www.sfrb.org).

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at [www.sfmohcd.org](http://www.sfmohcd.org) for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

### **NOTIFICACIÓN AL INQUILINO (Spanish)**

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en [www.sfrb.org](http://www.sfrb.org).

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en [www.sfmohcd.org](http://www.sfmohcd.org) para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

### **THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)**

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web [www.sfrb.org](http://www.sfrb.org).

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ [www.sfmohcd.org](http://www.sfmohcd.org) để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.





## **San Francisco Residential Rent Stabilization and Arbitration Board**

### **Notice to Tenant Required by Rent Ordinance §37.9(c)**

*Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.*

#### **租客通知 (Chinese)**

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：[www.sfrb.org](http://www.sfrb.org)。

您可能符合資格申請可負擔房屋計劃和公寓。請上網 [www.sfmohcd.org](http://www.sfmohcd.org) 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為遺物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能符合資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

#### **УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)**

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте [www.sfrb.org](http://www.sfrb.org).

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общины («MOHCD»), [www.sfmohcd.org](http://www.sfmohcd.org), где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

#### **ABISO SA NANGUNGUPAHAN (Filipino)**

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa [www.sfrb.org](http://www.sfrb.org).

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa [www.sfmohcd.org](http://www.sfmohcd.org) para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.





# San Francisco Residential Rent Stabilization and Arbitration Board

Beginning January 1, 2018, a landlord who serves a tenant with a notice to vacate pursuant to Rent Ordinance Section 37.9(a)(8) (owner or relative move-in) must attach a blank Notice of Tenant's Change of Address form that the tenant can use to keep the Rent Board apprised of any future change of address. The Rent Board will use the tenant's contact information as follows: (1) to notify the tenant that the landlord filed a copy of an offer to the tenant to re-rent the unit from which the tenant was evicted; (2) to send the tenant a copy of the landlord's Statement of Occupancy, as required by Rent Ordinance Section 37.9(a)(8)(vii); and (3) if applicable, to send the tenant notice that the landlord has not filed a required Statement of Occupancy.

RECEIVED  
2018 JUN 18 PM 3:34  
S.F. RESIDENTIAL RENT  
STABILIZATION AND  
ARBITRATION BOARD  
Rent Board Date Stamp

## NOTICE OF TENANT'S CHANGE OF ADDRESS FOLLOWING OWNER OR RELATIVE MOVE-IN EVICTION [Pursuant to Rent Ordinance Section 37.9(a)(8)(v)]

### ↓ Tenant Information ↓

Tenant's Name: \_\_\_\_\_  
(First) (Middle Initial) (Last)  
(Primary Phone Number) (Other Phone Number) (Primary Email Address) (Other Email Address)

### ↓ Rental Unit Information ↓ Enter the address of the unit from which you were evicted.

(Street Number of the Unit) (Street Name) (Unit Number) (City/ State) (Zip Code)

I wish to be contacted by email and at the following address(es) if the rental unit from which I was evicted is offered for rent or lease within five years of the date service of the eviction notice:

### ↓ New Address ↓

(Street Number of the Unit) (Street Name) (Unit Number) (City/ State) (Zip Code)

### ↓ Other New Address ↓

(Street Number of the Unit) (Street Name) (Unit Number) (City/ State) (Zip Code)

# EXHIBIT 'G'



Sandy Tran Donnelly  
51 Tucker Ave  
San Francisco, CA 94134

299

11 April 2018

Date  
Fecha

11-76/1210  
1028



Pay to the Order of Miguel Gutierrez

Twelve thousand one hundred fifty only

\$ 12,150.00

Dollars  
Dólares

Bank of America

Mandarin Towers  
94-F Stockton St  
San Francisco CA  
94102-4700

Pay to Apollo - Rmi 131 Install.

*[Signature]*

⑆ 121000358⑆ 0299 10282 89387 ⑈

Handed Check



**PROOF OF SERVICE PURSUANT TO C.C.P. § 1162**

At the time of service I was at least 18 years of age, and I served:

**AMENDED SIXTY DAY NOTICE OF TERMINATION OF TENANCY  
[Owner's Relative Move In]**

**TO: MIGUEL GUTIERREZ, VANIA SANCHEZ, AND ALL OCCUPANTS IN  
POSSESSION  
PREMISES: 9 Apollo Street (Lower Level), San Francisco, CA 94124**

On \_\_\_\_\_, 2018 at \_\_\_\_:\_\_\_\_.m, I personally delivered a copy of the above document(s) to each person listed below as follows:

\_\_\_\_ Miguel Gutierrez \_\_\_\_\_ Vania Sanchez

+++++  
On \_\_\_\_\_, 2018 at \_\_\_\_:\_\_\_\_.m., I posted a copy of the above document(s) in a conspicuous place on the premises because I could not find a person of suitable age or discretion at the premises, nor at any known place of residence or business of any person named in the notice.; and

OR

On \_\_\_\_\_, 2018 at \_\_\_\_:\_\_\_\_.m., I left a copy with \_\_\_\_\_, who is of suitable age and discretion, at the known place of residence or business of any person named in the notice., at the address stated below; and

✓ On June 15<sup>th</sup>, 2018, I mailed a true and correct copy of the above document(s) in a separate envelope to each person listed below by first class mail, postage prepaid, from San Francisco, California, as follows:

on the following parties:

San Francisco Residential Rent Stabilization and Arbitration Board 25 Van Ness Avenue, Room #320 San Francisco, CA 94102	
---	--

PROOF OF  
SERVICE

RECEIVED  
2018 JUN 18 PM 3:34  
S.F. RESIDENTIAL RENT  
STABILIZATION AND  
ARBITRATION BOARD



I am ~~/not~~ a registered California process server. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated:

  
(signature)

(print name)

(address)

(telephone number)

Theresa Wong

1439 Baker St. S.F. 94115

(415) 638-7643



**PROOF OF SERVICE PURSUANT TO C.C.P. § 1162**

At the time of service I was at least 18 years of age, and I served:

**AMENDED SIXTY DAY NOTICE OF TERMINATION OF TENANCY  
[Owner's Relative Move In]**

**TO: MIGUEL GUTIERREZ, VANIA SANCHEZ, AND ALL OCCUPANTS IN  
POSSESSION  
PREMISES: 9 Apollo Street (Lower Level), San Francisco, CA 94124**

On \_\_\_\_\_, 2018 at \_\_\_\_:\_\_\_\_.m, I personally delivered a copy of the above document(s) to each person listed below as follows:

\_\_\_\_ Miguel Gutierrez \_\_\_\_\_ Vania Sanchez  
+++++  
✓ On June 14, 2018 at 5:30 pm., I posted a copy of the above document(s) in a conspicuous place on the premises because I could not find a person of suitable age or discretion at the premises, nor at any known place of residence or business of any person named in the notice.; and

OR

On \_\_\_\_\_, 2018 at \_\_\_\_:\_\_\_\_.m., I left a copy with \_\_\_\_\_, who is of suitable age and discretion, at the known place of residence or business of any person named in the notice., at the address stated below; and

✓ On June 14, 2018, I mailed a true and correct copy of the above document(s) in a separate envelope to each person listed below by first class mail, postage prepaid, from San Francisco, California, as follows:

on the following parties:

Miguel Gutierrez Vania Sanchez and All Occupants in Possession 9 Apollo Street (Lower Level) San Francisco, CA 94132	
--	--

RECEIVED  
2018 JUN 18 PM 3:34  
S.F. RESIDENTIAL R.E.  
STABILIZATION AND  
REHABILITATION BOARD

PROOF OF  
SERVICE



I am / not a registered California process server. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 6/15/18

Morris E. Phillips  
(signature)

Morris E. Phillips  
(print name)

1045 Mission St. #211. San Francisco, CA  
(address)

(415) 760-6261  
(telephone number)

94105





## San Francisco Residential Rent Stabilization and Arbitration Board

RECEIVED

A landlord who served a notice to vacate on or after January 1, 2018 pursuant to Rent Ordinance Section 37.9(a)(8) (owner or relative move-in) must complete a Statement of Occupancy and file it with the Rent Board within 90 days after the date the notice to vacate was served on the tenant, and shall file an updated Statement of Occupancy every 90 days thereafter; provided, however, if the Statement of Occupancy discloses that the landlord has recovered possession of the unit (i.e. the tenant(s) moved out), the landlord shall then be required to file updated Statements of Occupancy once a year for five years, no later than 12 months, 24 months, 36 months, 48 months and 60 months after the date the landlord recovered possession of the unit.

2018 OCT 30 PM 2:57

S.F. RESIDENTIAL RENT  
STABILIZATION AND  
ARBITRATION BOARD

Rent Board Date Stamp

## STATEMENT OF OCCUPANCY

## FOLLOWING SERVICE OF OWNER OR RELATIVE MOVE-IN EVICTION NOTICE

(Pursuant to Rent Ordinance §37.9(a)(8)(vii); Rules And Regulations §12.14(f))

## ↓ Rental Unit Information ↓

9 Apollo Street (Lower Level) San Francisco, CA 941 24  
 (Street Number of Unit) (Street Name & Suffix) (Unit Number) (Zip Code)  
 9 Apollo Street, San Francisco CA 94124 SFD w/ unwarranted in-law  
 (Full Property Address) (Name of Building Complex, if applicable) (# of Units in Building)

## ↓ Owner Information ↓

Owner's Name: Quintin Donnelly  
 (First) (Middle Initial) (Last)  
 Owner's Mailing Address: 51 Tucker Avenue, San Francisco CA 94124  
 (Street Number) (Street Name & Suffix) (Apt./Suite Number) (City & State) (Zip Code)  
 Primary Phone: (415) 830-1812 Other Phone:  
 Fax Number: (415) 563-9304 Email: QEDMAIL@gmail.com

## ↓ Declaration ↓

I declare under penalty of perjury under the laws of the State of California that every statement in this Statement of Occupancy and every attached document is true and correct to the best of my knowledge and belief. I also acknowledge that the Rent Board will make all reasonable efforts to send a copy of this Statement of Occupancy to the tenant(s) within 30 days of filing, and if it's not filed by the due date, the Rent Board will make all reasonable efforts to send the tenant(s) a notice that it wasn't timely filed.

Signature of Owner

Oct 30, 2018

Date

NOTE: Any landlord who fails to timely file a completed Statement of Occupancy with the supporting documentation required by Rules and Regulations §12.14(f)(4) (if applicable) will be subject to an administrative penalty in the following amounts: \$250 for the first violation, \$500 for the second violation, and \$1000 for every subsequent violation. See Rules and Regulations §12.14(f)(6) for more information. In addition, the Rent Board is required to send to the District Attorney a random sample of 10% of all Statements of Occupancy each month, as well as a list of units for which the required Statement of Occupancy was not filed with the Rent Board. In cases where the District Attorney determines that Ordinance Section 37.9(a)(8) has been violated, the District Attorney shall take whatever action he or she deems appropriate under the Rent Ordinance or state law.



# San Francisco Residential Rent Stabilization and Arbitration Board

## ~~Landlord Has Not Recovered Possession of the Unit~~

### ATTACH FORM A – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), and I have not recovered possession of the unit.

The notice to vacate was served on: 6/14/18.

Please check one of the following:

- ☒ I am filing this first Statement of Occupancy within 90 days of the date of service of the notice to vacate on the tenant(s). ☒ I missed the filing deadline.
- ☐ I am filing an updated Statement of Occupancy because it has been 80-90 days since I filed a prior Statement of Occupancy and I still have not recovered possession of the unit. ☐ I missed the filing deadline.
- ☐ I am no longer endeavoring to recover possession of the unit, the tenant(s) did not move out, I notified the tenant(s) in writing that the notice to vacate has been rescinded AND the Rent Board has granted my Request for Rescission of the Owner Move-In Eviction Notice.

## ~~Landlord Has Recovered Possession and the Owner or Relative is Occupying the Unit~~

### ATTACH FORM B – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), I have recovered possession of the unit, and the owner or relative for whom the tenant(s) was evicted is currently occupying the unit as that person's principal residence.

The notice to vacate was served on \_\_\_\_\_ I recovered possession on: \_\_\_\_\_.

Please check one of the following:

- ☐ I am filing this Statement of Occupancy within ☐ 90 days of the date of service of the notice to vacate on the tenant(s) or ☐ within 80-90 days since I filed a prior Statement of Occupancy. ☐ I missed the filing deadline.
- ☐ I am filing this annual Statement of Occupancy no later than (check one): ☐ 12 months ☐ 24 months ☐ 36 months ☐ 48 months or ☐ 60 months AFTER the date the tenant(s) moved out.
- ☐ I missed the filing deadline for this year's annual Statement of Occupancy.

## ~~Landlord Has Recovered Possession and the Owner or Relative is NOT Occupying the Unit~~

### ATTACH FORM C – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), I have recovered possession of the unit, and the owner or relative for whom the tenant(s) was evicted is NOT occupying the unit as that person's principal residence.

The notice to vacate was served on \_\_\_\_\_ I recovered possession on: \_\_\_\_\_.

Please check one of the following:

- ☐ I am filing this Statement of Occupancy within ☐ 90 days of the date of service of the notice to vacate on the tenant(s) or ☐ within 80-90 days since I filed a prior Statement of Occupancy. ☐ I missed the filing deadline.
- ☐ I am filing this annual Statement of Occupancy no later than (check one): ☐ 12 months ☐ 24 months ☐ 36 months ☐ 48 months ☐ 60 months AFTER the date the tenant(s) moved out.
- ☐ I missed the filing deadline for this year's annual Statement of Occupancy.



# San Francisco Residential Rent Stabilization and Arbitration Board

## FORM A - STATEMENT OF OCCUPANCY

Use this form if you have not yet recovered possession of the tenant's rental unit.

Please complete the information requested below. DO NOT LEAVE ANY BLANKS. Failure to provide all of the requested information may subject the owner to administrative penalties.

1. Have you recovered possession of the unit?

☐ Yes (STOP! You must complete FORM B or FORM C.)

☒ No

2. Are you still pursuing the eviction of the tenant?

☒ Yes (Skip to question 3.) ☐ No

If NO,

(a) Have you notified the tenant in writing that the notice to vacate has been rescinded?

☐ Yes. (Please attach a copy of the written notice to the tenant that rescinds the notice to vacate.)

☐ No

(b) Has the Rent Board granted your written Request for Rescission of the Owner Move-In Eviction Notice?

☐ Yes. (Please attach a copy of the Rent Board's Order granting the Request for Rescission. Since your Request for Rescission was granted, you do not need to complete the rest of this Form A and you are not required to file any subsequent Statements of Occupancy. However, you must timely file this Statement of Occupancy with the Rent Board.)

☐ No

(c) Does any tenant who was served with the notice to vacate still occupy the unit after written rescission of the notice to vacate and/or rescission by the Rent Board of the recorded Notice of Constraints?

☐ Yes. (Please provide the name(s) and contact information of the tenant(s) in occupancy and attach proof of the most recent rental payment received from the tenant(s) and proof that the owner has deposited or cashed it.)

☐ No

(Name of Tenant)	(Telephone Number)	(Email Address)
(Name of Tenant)	(Telephone Number)	(Email Address)
(Name of Tenant)	(Telephone Number)	(Email Address)

Please attach an additional sheet of paper if needed in order to include all tenants currently occupying the unit.

3. Have you filed an Unlawful Detainer action against the tenant to recover possession of the unit?

☒ Yes. Date filed: 8/21/18 ☐ No

4. The current rent for the unit is: \$850.-

5. List the full name(s) of all persons currently holding a full or partial percentage ownership in the property, the percentage of ownership interest, and the date that the current percentage of ownership interest was recorded.

<u>Quintin Donnelly</u> (Name of Owner)	<u>100% JT</u> (Current Percentage of Ownership)	<u>7/18/16</u> (Date Current Ownership Interest Was Recorded)
<u>Sandy Donnelly</u> (Name of Owner)	<u>100% JT</u> (Current Percentage of Ownership)	<u>7/18/16</u> (Date Current Ownership Interest Was Recorded)
(Name of Owner)	(Current Percentage of Ownership)	(Date Current Ownership Interest Was Recorded)

Please attach an additional sheet of paper if needed in order to include all persons with an ownership interest in the property.



## San Francisco Residential Rent Stabilization and Arbitration Board

6. The owner is endeavoring to recover possession of the rental unit for use as the principal residence of the following person(s): (Check one of the following)

☐ Owner(s) \_\_\_\_\_  
(Name of Owner) (Name of Owner)

☒ Relative(s) Sandy Donnelly Wife  
(Name of Relative) (Relationship to Owner)

7. Provide a description (e.g. address, size of building, number of bedrooms and bathrooms) of the current residence of the owner or relative for whom possession of the unit is being sought.

Lower level of single family house purchased in foreclosure w/ no knowledge of unwarranted, occupied 2 rooms downstairs, small kitchenette, one bathroom with only access to backyard.

8. Explain why the owner or relative is moving from his/her current residence to the subject unit.

Owner bought single family house for entire family (3 sons, wife) to reside as their principal residence. Their current home is too small. They live with wife's parents too. The parents will stay at current home.

9. Provide a description of all residential properties owned in whole or in part, by the owner and, if applicable, a description of all residential properties owned, in whole or in part, by the owner's relative for whom possession of the unit is being sought.

- 51 Tucker Street, San Francisco, CA 94134
- 2987 N. W. Lange Ct., Hillsboro, OR 97123

10. Have you served a notice to vacate pursuant to Ordinance Section 37.9(a)(8)(i) for a different rental unit based on an owner move-in eviction?

☐ Yes. Date of service of the notice to vacate: \_\_\_\_\_

Address of the unit: \_\_\_\_\_  
(Street No.) (Street Name & Suffix) (City & State) (Zip Code)

☒ No

11. Have you recovered possession of any other rental unit in the same building as the subject rental unit subsequent to the service of the owner or relative move-in eviction notice?

☐ Yes. Date of service of the notice to vacate, if applicable: \_\_\_\_\_

Address of the unit: \_\_\_\_\_  
(Street No.) (Street Name & Suffix) (City & State) (Zip Code)

☒ No





**Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco**

Date: 10/26/18

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客之權利。  
如果您需要協助來了解本項公告，請致電 415-252-4602。

Posibleng maapektuhan ng abisong ito ang inyong mga karapatan bilang nagpapaupa (landlord) o umuupa (tenant). Kung kailangan ninyo ng tulong upang maintindihan ang abisong ito, pakitawagan ang 415-252-4602.

**Notice of Maximum Rent**

**TO:** Occupant of 9 Apollo Street, #Lower Level, San Francisco, CA 94124

**FROM:** Christina Varner, Deputy Director, San Francisco Rent Board

**RE:** Case No. M181845

You are receiving this notice because the tenant at 9 Apollo Street, #Lower Level, San Francisco, CA 94124 received an eviction notice on 6/14/2018 pursuant to Rent Ordinance Section 37.9(a)(8). The eviction notice stated that the landlord or the landlord's relative intended to occupy the unit at 9 Apollo Street, #Lower Level, San Francisco, CA 94124 as their principal residence for a period of at least 36 continuous months.

If the landlord has re-rented the unit from which the tenant was evicted within five years after the eviction notice was served on 6/14/2018, the maximum rent for the unit upon re-rental is limited to no more than the rent that the displaced tenant would have paid had the displaced tenant remained in occupancy, plus any allowable rent increases. See Rent Ordinance Section 37.9B(a).

**According to the eviction notice, the rent for 9 Apollo Street, #Lower Level, San Francisco, CA 94124 on 6/14/2018 was \$850.00.** If you are currently a tenant at this address, and your rent is more than the sum of this amount plus the allowable annual rent increases, you may be paying more than the maximum rent for your unit. You can find a list of the allowable annual rent increases on the Rent Board's website at [www.sfrb.org](http://www.sfrb.org).

Please note that the Rent Board has made no determination that the rent stated on the eviction notice is accurate and/or is a lawful amount under the Rent Ordinance. Any variation could affect the amount of the maximum lawful rent for your unit.

If you believe you are paying more than the maximum lawful rent for your unit, you may file a tenant petition at the Rent Board for a refund of rent overpayments and to get a determination of your lawful rent. Rent Board counselors are available to discuss your rights and the procedure for filing a tenant petition by calling 415.252.4602 or by visiting our office during normal business hours. You may also wish to seek legal advice from a private attorney regarding additional rights to injunctive relief and/or money damages that may be available in civil court.

Any person who charges an excessive rent in violation of Rent Ordinance Section 37.9B(a) is guilty of a misdemeanor and shall be punished by a mandatory fine of \$1,000.00, and in addition to such fine, may be punished by imprisonment in the County Jail for a period of not more than six months. Each month or portion thereof that the landlord charges an excessive rent in violation of Section 37.9B(a) shall constitute a separate offense. See Rent Ordinance Section 37.10A(i).



**RECORDING REQUESTED BY:**  
City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

**WHEN RECORDED MAIL TO:**  
City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2018-K688501-00**  
Acct 37-Rent Arbitration Board  
Monday, OCT 29, 2018 08:32:06  
Ttl Pd \$0.00 Rcpt # 0005901467  
OYY/YY/1-1

## **NOTICE OF CONSTRAINTS ON REAL PROPERTY**

(to be recorded by the Rent Board)

Pursuant to San Francisco Administrative Code Chapter 37, Sections 37.3(f) and 37.9B, constraints on re-rental apply to a rental unit which a tenant vacates after receiving a notice to terminate tenancy based on Section 37.9 (a)(8) of the San Francisco Rent Ordinance.

The real property where the rental unit is located is specifically described as:

Block: 5354 Lot: 048

Name of Owner(s): Quintin Donnelly, Sandy Donnelly

Address: 9 Apollo Street, #Lower Level, San Francisco, CA 94124

The date of service of the notice to terminate tenancy was: 6/14/2018

The effective date of termination of tenancy was: 8/13/2018

The following constraints apply to the above rental unit until the dates indicated:

- The constraints set forth in San Francisco Administrative Code Section 37.9B(b) apply to the rental unit until: 6/14/2023, (five years from the date of service of the notice to terminate tenancy)
- The constraints set forth in San Francisco Administrative Code Section 37.3(f) apply to the rental unit until: 8/13/2023, (five years from the effective date of termination of tenancy)

**ALL OF THE TERMS AND OBLIGATIONS AS NAMED IN THIS DOCUMENT WILL TERMINATE AUTOMATICALLY, WITHOUT THE NECESSITY OF ANY RECORDED TERMINATION, AFTER 8/13/2023.**



Robert Collins, Executive Director  
San Francisco Residential Rent Stabilization and Arbitration Board



Appraisal Express & Investments

C178  
File No. S0800919

09/11/2019

Attn: Sandy & Quintin Donnelly

**Private Appraisal**  
51 Tucker Avenue  
San Francisco, CA 94124

File Number: S0800919

To whom it may concern,

In accordance with your request, I have appraised the real property at:

9 Apollo Street  
San Francisco, CA 94124

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved.  
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of September 6, 2019 is:

\$790,000  
Seven Hundred Ninety Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,  
final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Sincerely,



Max E. Mendoza  
Appraiser / Realtor



**APPRAISAL OF**



A Single Family Residence

**LOCATED AT:**

9 Apollo Street  
San Francisco, CA 94124

**CLIENT:**

**Private Appraisal**  
51 Tucker Avenue  
San Francisco, CA, 94124

**AS OF:**

September 6, 2019

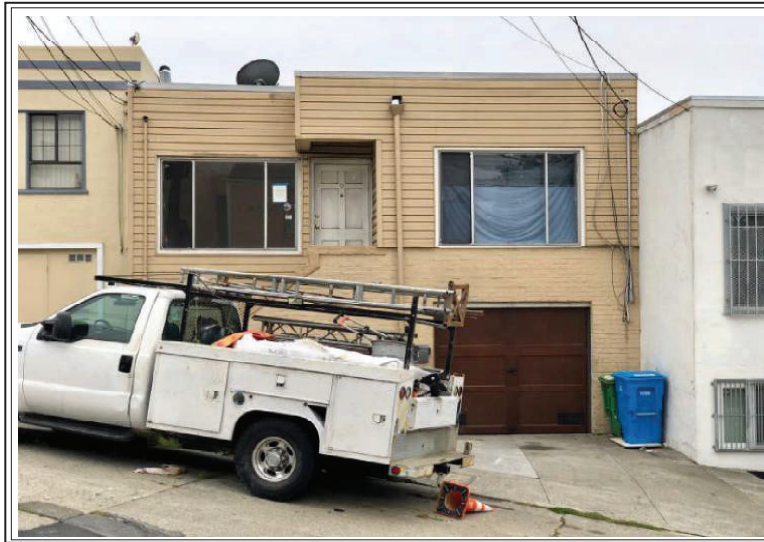
**BY:**

Max E. Mendoza  
Appraiser / Realtor



## TABLE OF CONTENTS

Client: Private Appraisal	File No.: S0800919
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA      Zip: 94124



Letter of Transmittal . . . . .	1
Title . . . . .	2
Table of Contents . . . . .	3
gPAR™ Appraisal w/o Cost & Income (2017) . . . . .	4
Addendum . . . . .	11
UAD_DEF_14. . . . .	13
1004MC 2009. . . . .	15
Subject Photos . . . . .	16
Subject's Additional Photos. . . . .	17
Subject's Additional Photos. . . . .	18
Subject's Additional Photos. . . . .	19
Subject's Additional Photos. . . . .	20
Subject's Additional Photos. . . . .	21
Subject's Additional Photos. . . . .	22
Comps 1,2,3 Photos. . . . .	23
Comps 4,5,6 Photos. . . . .	24
Comps 7,8,9 Photos. . . . .	25
Location Map . . . . .	26
Sketch . . . . .	27
Dimension List . . . . .	29
Plat Map. . . . .	30
Flood Map. . . . .	31
Aerial Map . . . . .	32
Appraiser Independence Certification . . . . .	33
USPAP 2014 with Type. . . . .	34
Subject's Property Profile #1. . . . .	35
Subject's Property Profile #2. . . . .	36
Subject's Property Profile #3. . . . .	37
Appraiser's License Page . . . . .	38
Errors & Omissions Insurance. . . . .	39



## Residential Appraisal Report

C178  
File No. S0800919

PURPOSE	The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.									
	Client Name/Intended User Private Appraisal		E-mail Qedmail@gmail.com							
	Client Address 51 Tucker Avenue		City San Francisco	State CA Zip 94124						
Additional Intended User(s) As decided by client.										
Intended Use To determine the current fair market value of the subject with no improvements in the basement area.										
SUBJECT	Property Address 9 Apollo Street		City San Francisco	State CA Zip 94124						
	Owner of Public Record Sandy & Qunitin		County San Francisco							
	Legal Description Lot #48 Block #5354									
SALES HISTORY	Assessor's Parcel # 5354-048		Tax Year 2018-2019	R.E. Taxes \$ 8,513.00						
	Neighborhood Name Silver Terrace		Map Reference TB: 668 B-6	Census Tract 0230.03						
	Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)									
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.										
Prior Sale/Transfer: Date n/a Price n/a Source(s) Realist.com and/or local MLS (SFMLS).										
Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) Per local MLS Board (SFMLS) and Realist.com, the subject property has not changed ownership within the last 36 months as of the effective date on this report. One of the comparables used in this report has been resold within the last 12 months. Comparable sale #5 was previously sold on October 27, 2018 for \$740,000.										
Offerings, options and contracts as of the effective date of the appraisal n/a										
NEIGHBORHOOD	<b>Neighborhood Characteristics</b>		<b>One-Unit Housing Trends</b>		<b>One-Unit Housing</b>		<b>Present Land Use %</b>			
	Location	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining	PRICE	AGE	One-Unit	85 %		
	Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	5 %		
	Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	725	Low 3	Multi-Family	5 %		
	Neighborhood Boundaries The neighborhood boundaries are: Highway 280 to the North, 3rd Street to the South, Oakdale Avenue to the East and Highway 101 to the West		1,800	High 119	Commercial	5 %				
	Neighborhood Description Please see the attached addendum for comments on this section.		950	Pred. 75	Other Vacant	0 %				
	Market Conditions (including support for the above conclusions) Please see the attached addendum for comments on this section.									
SITE	Dimensions 27.52' x 57.54' x 25.48' x 73.96'		Area 1742 Sq.Ft. +/-	Shape Irregular Rectangle	View B;Res;City/Bay					
	Specific Zoning Classification RH1		Zoning Description Residential: Single Family Dwelling							
	Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)									
	Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.							
IMPROVEMENTS	<b>Utilities</b>		<b>Public</b>		<b>Other (describe)</b>		<b>Off-site Improvements—Type</b>		<b>Public</b>	<b>Private</b>
	Electricity	<input checked="" type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street	Asphalt	<input checked="" type="checkbox"/>			
	Gas	<input checked="" type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	None	<input type="checkbox"/>			
	Site Comments Please see the attached addendum for comments on this section.									
GENERAL DESCRIPTION	Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One w/Acc. unit <input type="checkbox"/>		<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space		Foundation Walls Concrete/Average		Floors Hdwd/Tile/Fair			
	# of Stories 1		<input type="checkbox"/> Full Basement <input checked="" type="checkbox"/> Partial Basement		Exterior Walls Vinyl Siding/Avg.		Walls Drywall/Average			
	Type <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit		Basement Area 561 sq. ft.		Roof Surface Rolled Comp/Avg.		Trim/Finish Wood/Average			
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish 35% %		Gutters & Downspouts Galv. Iron/Average		Bath Floor Tile/Average			
	Design (Style) Contemporary		<input checked="" type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump		Window Type Aluminium/Avg.		Bath Wainscot Tile/Average			
	Year Built 1943				Storm Sash/Insulated None/Typical		Car Storage <input type="checkbox"/> None			
	Effective Age (Yrs) 30-35 Years				Screens Yes/Partial		<input checked="" type="checkbox"/> Driveway # of Cars 0			
	Attic <input type="checkbox"/> None <input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Other <input type="checkbox"/> Fuel Gas		Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HW <input type="checkbox"/> Radiant		Amenities <input type="checkbox"/> WoodStove(s) # 0		Driveway Surface Concrete			
	<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle		Cooling <input type="checkbox"/> Central Air Conditioning		<input type="checkbox"/> Fireplace(s) # 0 <input checked="" type="checkbox"/> Fence Wood		<input checked="" type="checkbox"/> Garage # of Cars 1			
	<input type="checkbox"/> Finished <input type="checkbox"/> Heated		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other None		<input checked="" type="checkbox"/> Patio/Deck Patio <input type="checkbox"/> Porch None		<input type="checkbox"/> Carport # of Cars 0			
Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe) Hood										
Finished area above grade contains:		5	Rooms	3	Bedrooms	1.0	Bath(s)	980	Square Feet of Gross Living Area Above Grade	
Additional Features The bathroom has a tub-shower and a skylight, a built-in one car garage with a roll-up wood door, a basement used for storage, and an open & covered concrete patio at the rear yard.										
Comments on the Improvements The subject is in overall fair condition for the neighborhood. The floors in the bedrooms had a lot of wear and tear and needs to be replaced, all of the cabinet doors in the kitchen are missing, all of the doors and closets in the bedrooms are missing, the window in the rear bedroom is broken and is missing a piece at the center and the walls to its closet has been torn off, and the cabinet door in the vanity in the bathroom was missing. The living room and hallway to the bedrooms has laminate floors in average condition.										



# Residential Appraisal Report

C178  
File No. S0800919

FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Address	9 Apollo Street San Francisco, CA 94124	1693 Quint Street San Francisco, CA 94124	344 Thornton Avenue San Francisco, CA 94124	339 Bridgeview Drive San Francisco, CA 94124
Proximity to Subject		0.20 miles NW	0.10 miles SE	0.07 miles NW
Sale Price	\$ 0	\$ 808,000	\$ 905,000	\$ 855,000
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 975.85 sq. ft.	\$ 905.00 sq. ft.	\$ 760.00 sq. ft.
Data Source(s)	Inspection	SFMLS #487348 / DOM: 21	SFMLS #481584 / DOM: 17	SFMLS #479119 / DOM: 113
Verification Source(s)	Realist.com	Realist.com / Doc #Too New	Realist.com / Doc #K757446	Realist.com / Doc #K753782
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sale or Financing		Cash Offer	Conventional	Conventional
Concessions		None Reported	None Reported	None Reported
Date of Sale/Time	<b>Market Value</b>	COE: 08/14/19	COE: 04/23/19	COE: 04/12/19
Location	Residential St.	Residential St.	Residential St.	Average
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	1,742 Sq.Ft.	2,073 Sq. Ft.	2,134 Sq. Ft.	2,500 Sq. Ft.
View	B;Res City/Bay	B;City Lghts/DT	B;Supr. City/Bay	B;Res;Prt Ct/TP
Design (Style)	Contemporary	DT1;Contemp.	AT1;Contemp.	AT2;Contemp.
Quality of Construction	Q4	Q4	Q4	Q4
Actual Age	76 Years	70 Years	75 Years	78 Years
Condition	C5	C4	C3	C4+
Above Grade				
Room Count	Total Bdrms Baths 5 3 1.0	Total Bdrms Baths 4 2 1.0	Total Bdrms Baths 5 3 1.0	Total Bdrms Baths 6 2 1.0
Gross Living Area	980 sq. ft.	828 sq. ft.	1,000 sq. ft.	1,125 sq. ft.
Basement & Finished	Partial Basement	Unfnshd Basmnt	Finished Basmnt	Partl Basement
Rooms Below Grade	Storage Area	Storage Area	Bonus/Half Bth	Storage Area
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Fau / No A/C	Fau / No A/C	Fau / No A/C	Fau / No A/C
Energy Efficient Items	No Solar Panels	No Solar Panels	No Solar Panels	No Solar Panels
Garage/Carport	1 Car Garage	1 Car Garage	1 Car Garage	1 Car Garage
Porch/Patio/Deck	Open/Cov'd Patio	Open c/c Patio	Open c/c Patio	Open c/c Patio
Kitchen	Differed Kitchen	Remd Kit./No Ap	Remod. Kitchen	Older Remit Kit.
Kitchen	Dated Bath	Updated Bath	Remod. Bath	Oldr Remd. Bath
Listing Price	LP: \$ n/a	LP: \$789,950	LP: \$798,888	LP: \$799,000
Net Adjustment (Total)		\$ 25,000	\$ 100,000	\$ 67,500
Adjusted Sale Price of Comparables		\$ 783,000	\$ 805,000	\$ 787,500
Summary of Sales Comparison Approach Please see the attached addendum for comment on this section.				
Indicated Value by Sales Comparison Approach \$ 790,000				
Please see the attached addendum for comments on this section.				
Discussion of methods and techniques employed, including reason for excluding an approach to value: The income approach was not utilized in this analysis due to lack of reliable rental data within the subject's immediate market neighborhood, as well as, residences in this area are not typically purchased for their rental income. In addition, the subject was an owner occupied home during the effective date of this report. The cost approach was not utilized due to lack of vacant land sales in the area, as well as the inconsistent prices of materials in the area. Therefore, most emphasis is placed on the sales comparison approach, since it best indicates the interactions of the buyers/sellers activity in the general market area.				
Reconciliation comments: Please see the attached addendum for comments on this section.				
Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report as of 09/06/2019, which is the effective date of this appraisal, is <input checked="" type="checkbox"/> Single point \$ 790,000 <input type="checkbox"/> Range \$ _____ to \$ _____ <input type="checkbox"/> Greater than <input type="checkbox"/> Less than \$ _____ This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed <input type="checkbox"/> subject to the following: Please see the attached addendum for comments on this section.				



C178

File No. S0800919

[illegible]



C178  
File No. S0800919

[illegible]



**Scope of Work, Assumptions and Limiting Conditions**

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar "expert", unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

**Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.**

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
11. **The ACI General Purpose Appraisal Report (GPAP<sup>TM</sup>) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).**

**Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions**



# Residential Appraisal Report

C178  
File No. S0800919

## Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

## Additional Certifications

None

Definition of Value ☒ Market Value ☐ Other Value

Source of Definition: From Freddie Mac

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of traditional or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

ADDRESS OF THE PROPERTY APPRAISED:

9 Apollo Street  
San Francisco, CA 94124

EFFECTIVE DATE OF THE APPRAISAL: 09/06/2019

APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 790,000

## APPRAISER

Signature:   
Name: Max E. Mendoza  
Company Name: Appraisal Express & Investments  
Company Address: 321 Noe Street, Suite #301  
San Francisco, CA 94114  
Telephone Number: (415) 271-9784  
Email Address: sfappraisalexpress@gmail.com  
State Certification #  
or License # AL011277  
or Other (describe): State #:  
State: CA  
Expiration Date of Certification or License: 07/16/2020  
Date of Signature and Report: 09/11/2019  
Date of Property Viewing: 09/06/2019  
Degree of property viewing:  
☒ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

## SUPERVISORY APPRAISER

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
State Certification # \_\_\_\_\_  
or License # \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_  
Date of Property Viewing: \_\_\_\_\_  
Degree of property viewing:  
☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view



## ADDENDUM

Client: Private Appraisal	File No.: S0800919
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

  
**Neighborhood Description**

The subject is located in a residential neighborhood better known as the Silver Terrace District. Most of the properties in the area consists predominantly of average to good quality urban-row homes with various styles and sizes. Several of the homes in the neighborhood afford views of the city lights, downtown San Francisco, the Bay Bridge, and/or the San Francisco Bay. Most of the homes in the neighborhood are typically average to well maintained. All major necessities are well with 5-8 minutes drive to the subject. Commute to local employment centers is approximately 2.5-40 miles from the subject.

**Neighborhood Market Conditions**

Property values in the subject's neighborhood are currently declining at the present time. However, most of the homes sold within the last three months have been selling above their list price. Many of the homes in the area are strategically listed 8-15% below their fair market value in order to increase foot traffic or interest on the property. The marketing time for the area is approximately 1-3 months and is noted to have been stable in the past 12 months. The statistical data provided on this report were extracted from the local MLS board (SFARMLS). Also, please see the attached form 1004MC to view the overall market condition for similar and competing properties in the Silver Terrace neighborhood.

The subject's market area favor standard conventional and government financing. The area does not appear to have a prevalence on loan discounts, interest buydowns or other sales concessions that would impact a property's marketability.

**Site Comments**

There were no apparent adverse easements, encroachments, or special assessments noted during the time of inspection.

The subject is located on a quiet street. No external obsolescence was noted on or near the subject property.

The subject's site is single family, residentially zoned lot with good utility. The streets are fully improved with curbs, gutters and sidewalks. The zoning information was derived from National Data Collective (NDC), Realist.com or other deemed reliable sources. However, the accuracy of the data cannot be guaranteed.

A preliminary title report was not provided for review and should be reviewed for conditions that may have an adverse influence on the subject's value. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised of the title to it. The appraiser assumes that the title is good and marketable and therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

The city of San Francisco does not participate in the FEMA emergency flood map program.

**Comments on Sales Comparison**

The comparable selection and valuation analysis is governed by the principle of substitution: a buyer will not pay more for one property than another that is equally desirable. When determinable, adjustments for significant differences in improvements were derived by matched paired analysis or the abstraction method. When not possible or practical, bracketing and/or the appraiser's knowledge and experience of the market area was utilized in determining the appropriate adjustments for differences. The appraiser searched for all available information utilizing the county records, multiple listing board (Matrix), national data collective (ndcdata.com), realist.com and previous appraisal reports completed within the subject's market neighborhood. These sources combined with conversations with real estate professionals from the area were considered. The comparables utilized in this report were determined to be the best available at the time of inspection.

My comparable search and results were based on utilizing the county records, Multiple Listing Service (Matrix), National Data Collective (ndcdata.com), and previous appraisal reports completed within the subject's market neighborhood. These sources combined with possible conversations with real estate professionals from the local area were considered. The comparable sales included in this report are considered to be the best available at the time of inspection and are utilized for their similar square footage, lot size, age, condition, amenities, and proximity to the subject property. In addition, comparable was selected based on 25%+/- of the subject's total gross living area, have sold within the last 7 months, and located within a mile radius to the subject. Based on these criteria, the appraiser was able to locate **8** comparable closed sales and **2** competing listings in the area.

Site value is based on an extraction method of recent sales of developed properties that are similar in size to the subject and utility of land within the subject's market area. Land to improvements ratio is considered to be typical for similar quality homes in the area.

Adjustments for site value are based on market reaction within the subject's neighborhood of typical lot sizes and conformity to other properties in the area. The market reaction to the amount of excess land between the subject and the comparables are considered to be buyers preference for this segment of the real estate market. Therefore, after further evaluation, adjustment no for site size was deemed necessary.

Variance in gross living area was adjusted at **\$85.00** per square foot at a difference of one hundred square feet and larger and rounded.

**Comparable #1** This is a smaller home located in the subject's immediate market neighborhood. It was adjusted for its superior condition of its improvements, since it has been better maintained & upgraded than the subject, fewer bedroom count, smaller gross living area, superior remodeled kitchen with no appliances, and for its superior updated bath.

Comments from MLS: Property sold "as is". No other comments was made on the MLS.

**Comparable #2** This is a similar size home adjusted for its better overall condition of its improvements, since it has been better maintained & updated than the subject, superior finished basement with a bedroom with a full bath, and for its superior



## ADDENDUM

Client: Private Appraisal	File No.: S0800919
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

remodeled kitchen & bath. This property has a wider city lights and bay views in the living room which is considered more appealing than the subject's kitchen & part of the rear bedroom area.

Comments from MLS: Perfect location overlooking the open space community garden with a panoramic view of the city and a view of the Bay! Close to light rail transportation easy commute to the new Chase Center, AT&T Park, Financial District, China Town, Shopping, Restaurants, and Recreation. Lucky is the chef who cooks in this remodeled kitchen with granite countertops luxurious custom cabinets with a new gas stove and plenty of natural light coming from the backyard. Full bathroom also remodeled with elegant tile floors, granite countertop, & natural light coming from the skylight. Bonus room downstairs also has half bathroom and access to the backyard. Brand new deck in the backyard and plenty of space to create a paradise of your own. BBQ area, garden space, and view! Rare find in San Francisco to have a front yard and a back yard, come visit and see this one for yourself!

**Comparable #3** This is a larger size home adjusted for its inferior view amenity, better overall condition of its improvements, since it has been better maintained & updated than the subject, larger gross living area, and for its superior older remodeled kitchen & bath.

Comments from MLS: This Charming 1940s Silver Terrace 2BD/1BA View Home w/Bonus Rooms Down is on the Market for the 1st Time in over 40 Years! The home, which greets visitors with an attractive tunnel entrance, features a FLR w/FP & views to the West, a bright kitchen/dining room combo, 2 ample BDs tucked back off the street w/big views to East, and an updated BA. The well-maintained home boasts warm parquet floors thru-out, lots of period charm, and many updates including windows, kitchen, BA, electrical service & heat. Down is a large garage w/2 bonus rooms & additional storage areas for possible expansion. Outback is a large & lovely rear yard w/lots of room for gardening and play (Lot is 102 Ft deep per Tax Recs). Wonderful location, close to all! Trust sale with Court Confirmation.

**Comparable #4** This is a similar size home located in the subject's immediate market area. It was only adjusted for its slightly inferior location on a light neighborhood access street, inferior view amenity, better overall condition of its improvements, since it has been better maintained & updated than the subject, superior remodeled kitchen and upgraded bath.

Comments from MLS: Newly updated bright Silver Terrace Single family house. Two Bedrooms one bath on main level. Updated Kitchen with new cabinets, granite counter tops, deep sink and stainless steel appliances. One car garage with many storage or expansion possibility. Large level back yard. 2042 Carroll is walking distance to muni bus to downtown and Chinatown. Close to shops, restaurants and easy free way 101 access.

**Comparable #5** This is a similar size home adjusted for its inferior location, due to its close proximity to Highway 280, inferior view amenity, since it is located on the flats, better over condition of its improvements, since it has been better maintained & remodeled than the subject, superior finished basement with a bonus room and a full bath, and for its superior remodeled kitchen & bath.

Comments from MLS: Location, Location Welcome to 2083 Palou Ave, located in San Francisco's most up & coming neighborhood. This nice home offers a spacious open floor plan with 3 bedrooms, 2 full baths, hardwood floor, new carpet in bedrooms, new front exterior & interior paint, much more. Nice backyard for entertain your family and friends, dog park close by just minutes away from local restaurants, cafes, public transits, AT&T Park, and Downtown. Must See!!

**Comparable #6** This is a larger size home adjusted for its superior location in a secluded culdesac street, slightly better overall condition of its improvements, larger gross living area, superior finished basement with a bedroom and a full bath, and for its additional enclosed parking spaces.

Comments from MLS: Bright & open single family home on desirable block. Bay windows, oak hardwood floors, high ceilings, picture molding. Much original detail. Formal dining room, formal living room, attractive brick fireplace. French doors. Exquisitely large remodeled kitchen, large cabinets, Viking range, powerful hood, ASKO dishwasher, GE Profile refrigerator, 2 skylights, attractive wood floor. 2 bedrooms & sunroom. Bonus room downstairs. Nearby Golden Gate Park, Ocean Beach. Deck & garden. 2 car garage+storage. Attractive home shows very well. Kitchen is exceptional.

**Comparable #7** This is a dated sale used mainly to bracket the subject's condition of its improvements. This property was adjusted only for its inferior location, due to its close proximity to Highway 280, and for its inferior view amenity, since it lacks a city lights and view of the San Francisco Bay. This property was sold outside the MLS, but imputed only for comp purposes. This is the same property as comparable #5.

Comments from MLS: For comparable information only.

The appraiser has not performed any prior services, appraisal, or valuation assignments relating to the subject property within the past (3) three years as an appraiser, or in any other capacity.

The subject's utilities were turned on and operational during the time of inspection.

More weight was given to comparable sale #1, #4 and #6, since they had the fewest gross adjustments. Comparable #7 was included mainly for its superior condition to the subject.

### Conditions of Appraisal

The purpose of this appraisal is to determine the Fair Market Value of the subject property. The property rights appraised are the fee simple interest in the site and improvements.

The value conclusions stated herein are "as is", but subject to revisions if new information is made available from inspections, disclosure statements, inaccurate real estate information, other data received, reviewed, and/or submitted by any person or entity that will materially affect the condition of the property and/or conclusion of value.



## ADDENDUM

Client: Private Appraisal	File No.: S0800919
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

This appraisal report was prepared in the "electronic data interchange" (EDI) format. The report can be transported electronically by edi or pdf procedures. The signatures that are ascribed on the appropriate pages of this report requiring a signature are compliant with federal and state laws and are a true representation of the appraisers signature who conducted this report. Furthermore, uspap and the appraisal standards board states that electronically affixing a signature to a report has the same level of authenticity and responsibility as an ink signature on a paper appraisal report. The signatures in this report have a security feature maintained by individual passwords. The ascribed appraiser maintains that, to the best of his knowledge, no person can alter the appraisal with the exception of himself.

The appraiser is not an expert in the field of building inspection, wood infestation or engineering. An expert in the field of engineering and/or seismic hazard detection should be consulted if an analysis of seismic safety and seismic structural safety is desired. The appraisal should not be relied upon as to whether seismic problem exists, or does not actually exist. Except as specifically indicated in this appraisal, no reports, disclosure statements, certified hazard zone report, studies and/or surveys were presented and/or reviewed by this appraiser that would negatively impact the property other than those mentioned specifically in the body of the report.

Additionally, the existence of hazardous substances and/or materials without limitation that may be present on the property. The appraiser does not possess the expertise to test or identify hazardous substances or environmental conditions that may affect the value of the property. The indicated value is predicated on the assumption that no such condition exists on the property or in such proximity to cause a loss in value. No responsibility is assumed. The client is urged to retain experts in the appropriate fields to consult in regard to hazardous substances or materials.

Complete Visual Inspection Does Not Include: When applicable, the inspection of the attic or crawlspace (beyond head or shoulder), activation and testing of mechanical systems, including, but not limited to, private well & septic systems, furnace, air conditioning systems, garage door operation, built-in appliances, plumbing, electrical system or fireplace where applicable. Complete visual inspection does not include moving personal property to inspect various items, checking for code compliance or checking windows or doors for functional use. This appraisal report is intended value purposes only and is limited to what this appraiser can view from grade level and is not to be used as a home inspection. This appraiser is not a home inspector, contractor, termite inspector, environmental inspector or structural engineer and therefore is not an expert in foundation walls, exterior walls, gutters and downspouts, termites, mold or mechanical systems and can only comment on items that are readily observable at the time of observing the property. This appraisal report is not a home inspection, this appraiser only performed a visual observation of accessible areas and the appraisal report cannot be relied upon to disclose conditions, environmental problems and/or defects in the property.

The value conclusions stated herein are as of the effective date as stated in the body of the appraisal. The attached report contains the description, analysis, and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

The appraiser has prepared this appraisal in full compliance with the home valuation code of conduct and has not performed, participated in, or been associated with any activity in violation of the code.

The appraiser certifies that the client/lender, the AMC or the borrower noted on this appraisal report did not improperly influence or attempt to improperly influence the outcome of this appraisal by doing any of the things prohibited by Section 1(B) of the Appraiser Independence Requirements, effective 10/15/2010.

The appraiser has no current or prospective interest in the subject property or the parties involved: and no services were performed by the appraiser within the 3 year period immediately preceding acceptance of this assignment, as an appraiser or in any capacity.



**Condition Ratings and Definitions**

**C1** The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.\*

*\*Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

**C2** The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

*\*Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

**C3** The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

*\*Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

**C4** The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

*\*Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

**C5** The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

*\*Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

**C6** The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

*\*Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

**Quality Ratings and Definitions**

**Q1** Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

**Q2** Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

**Q3** Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

**Q4** Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

**Q5** Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

**Q6** Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

**Definitions of Not Updated, Updated, and Remodeled****Not Updated**

**Little or no updating or modernization. This description includes, but is not limited to, new homes.**

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical /functional deterioration.

**Updated**

**The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.**

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

**Remodeled**

**Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/ or expansion.**

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

**Explanation of Bathroom Count**

The number of full and half baths is reported by separating the two values by a period. The full bath is represented to the left of the period. The half bath count is represented to the right of the period. Three-quarter baths are to be counted as a full bath in all cases. Quarter baths (baths that feature only toilet) are not to be included in the bathroom count.



Abbrev.	Full Name	Appropriate Fields
ac	Acre	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmlLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design(Style)
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
BsyRd	Busy Road	Location
cp	Carport	Garage/Carport
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
cv	Covered	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
DOM	Days On Market	Data Sources
DT	Detached Structure	Design(Style)
dw	Driveway	Garage/Carport
Estate	Estate Sale	Sale or Financing Concessions
e	Expiration Date	Date of Sale/Time
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Garage - Attached	Garage/Carport
gbi	Garage - Built-in	Garage/Carport
gd	Garage - Detached	Garage/Carport
GR	Garden Structure	Design(Style)
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
HR	High Rise Structure	Design(Style)
Ind	Industrial	Location & View

Abbrev.	Full Name	Appropriate Fields
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
Listing	Listing	Sale or Financing Concessions
MR	Mid-Rise Structure	Design(Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
op	Open	Garage/Carport
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design(Style)
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RT	Row or Townhouse	Design(Style)
RH	Rural Housing - USDA	Sale or Financing Concessions
SD	Semi-detached Structure	Design(Style)
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site, Basement
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
w	Withdrawn Date	Date of Sale/Time
Woods	Woods View	View

[illegible][illegible]



# Market Conditions Addendum to the Appraisal Report

C178

File No. S0800919

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address **9 Apollo Street** City **San Francisco** State **CA** Zip Code **94124**  
Borrower **Sandy & Quintin Donnelly**

**Instructions** The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	6	5	3	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	1.00	1.67	1.00	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	n/a	n/a	2	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab. Rate)	n/a	n/a	2.00	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
<b>Median Sale &amp; List Price, DOM, Sale/List %</b>	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	\$970,000	\$905,000	\$827,000	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Median Comparable Sales Days on Market	11	34	21	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	\$861,000	\$829,000	\$749,000	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Median Comparable Listings Days on Market	n/a	n/a	14	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	112.66%	109.17%	110.41%	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller (developer, builder, etc.) paid financial assistance prevalent?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.).  
**Most of the homes in the neighborhood are sold "as is" with little or no credits given to the buyer(s). If they exist at all they are usually always market accepted. There are no buy-downs noted in this market area of San Francisco. No information could be provided on most of the shaded areas above, since the local MLS Board has no search features to determine how many listings were available during a certain time frame in the past.**

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).  
**The subject's market area is not REO driven at the present time.**

Cite data sources for above information. **The information noted in this analysis were extracted from the local MLS board (SFMLS).**


Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.  
**The statistical data provided on this report were extracted from the local MLS board (SFMLS). Property values in the subject's neighborhood are currently declining at the present time. However, most of the homes sold in the last six months have been selling close to their list price or higher. The marketing time for the neighborhood was approximately 1-3 months when priced realistically. Prices in the neighborhood were at their highest in the prior 7-12 months time frame and were selling less than two weeks on the market.**

If the subject is a unit in a condominium or cooperative project, complete the following				n/a	Project Name	n/a
Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☒ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.  
**This section is not applicable for the subject property.**

Summarize the above trends and address the impact on the subject unit and project. **This section is not applicable for the subject property.**

## APPRaiser

Signature   
Name **Max E. Mendoza**  
Company Name **Appraisal Express & Investments**  
Company Address **321 Noe Street, Suite #301**  
**San Francisco, CA 94114**  
State License/Certification # **AL011277** State **CA**  
Email Address **sfpappraisalexpress@gmail.com**

## SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
State License/Certification # \_\_\_\_\_ State \_\_\_\_\_  
Email Address \_\_\_\_\_



# SUBJECT PROPERTY PHOTO ADDENDUM

Client: Private Appraisal

File No.: S0800919

Property Address: 9 Apollo Street

Case No.: C178

City: San Francisco

State: CA

Zip: 94124



**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: September 6, 2019  
Appraised Value: \$ 790,000



**REAR VIEW OF  
SUBJECT PROPERTY**



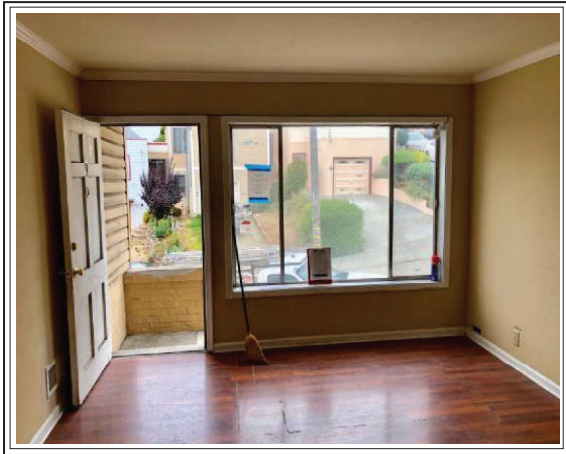
**STREET SCENE**



# Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

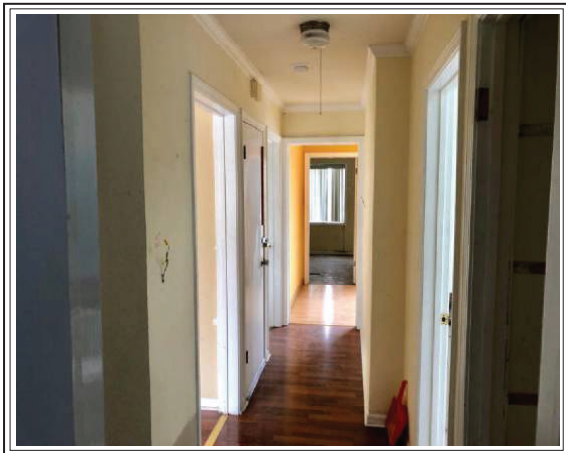
File No.: S0800919  
Case No.: C178  
State: CA Zip: 94124



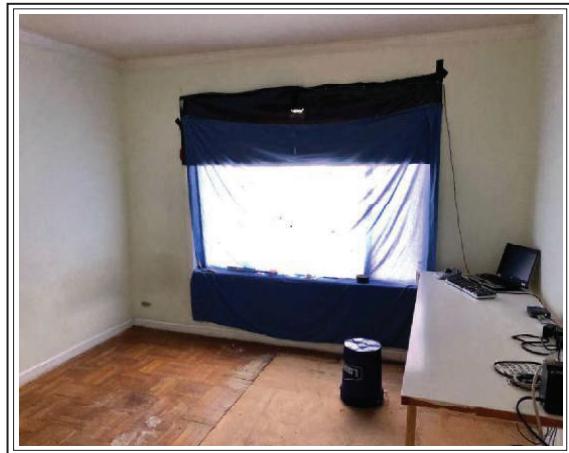
View of the Front Entry Door & Living Room



Additional View of the Living Room



View of the Hallway to the Bedrooms, Bath, and Kitchen



View of Bedroom #1  
Front Bedroom above the Garage



Additional View of Bedroom #1  
Missing closet door



Floor of Bedroom #1



### Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

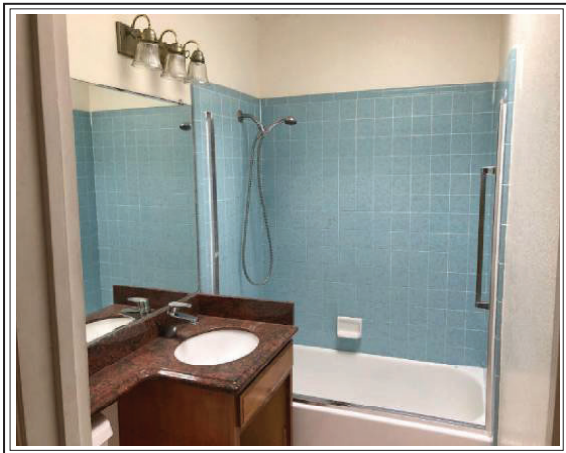
File No.: S0800919  
Case No.: C178  
State: CA Zip: 94124



Hallway Closet to Bedroom #1  
Missing closet door



View of Full Bathroom  
Missing cabinet door



Additional View of the Bathroom  
On the main floor



Skylight in the Bathroom



View of Bedroom #2



Additional View of Bedroom #2  
No closet door



# Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0800919  
Case No.: C178  
State: CA Zip: 94124



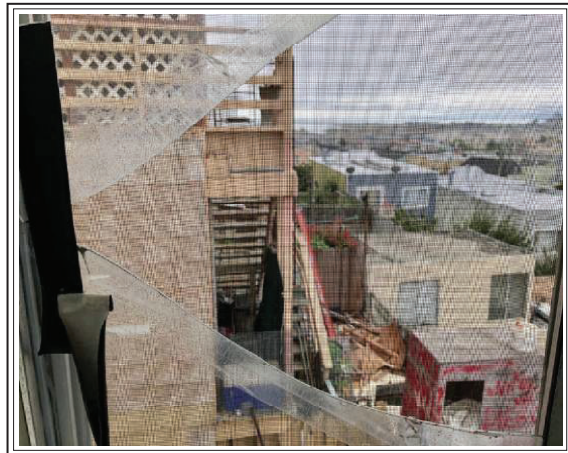
Additional View of Bedroom #2  
Missing door



View of Bedroom #3  
Tore closet wall and door off



Additional View of Bedroom #3



View of Broken Window in Bedroom #3



View of the Kitchen & Dining Area  
Missing all cabinet doors



Additional View of the Kitchen



Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0800919  
Case No.: C178  
State: CA Zip: 94124



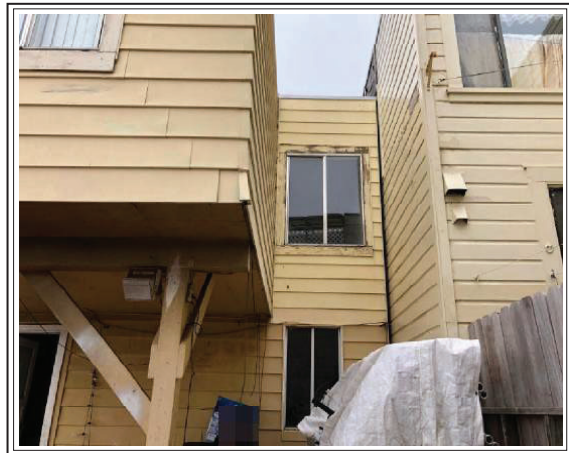
Left Rear View of the Subject



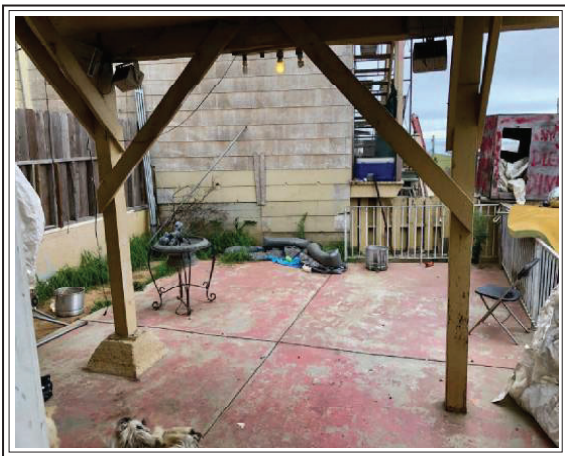
Additional Rear View of the Subject



Right Rear View of the Subject



Additional Right Rear View of the Subject



View of the Rear Yard



Additional View of the Rear Yard



Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

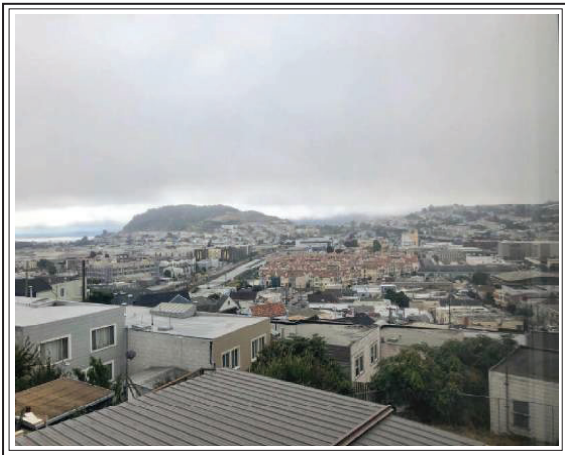
File No.: S0800919  
Case No.: C178  
State: CA Zip: 94124



View from the Rear of the House



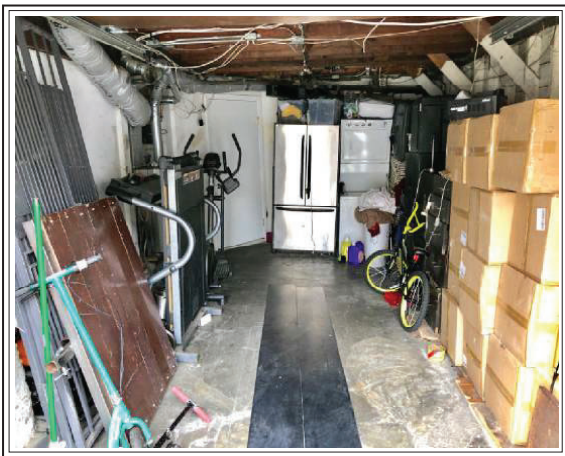
Additional View from the Rear of the House



Additional View from the Rear of the House



View from the Front of the House  
From the Living Room



Interior View of the Garage



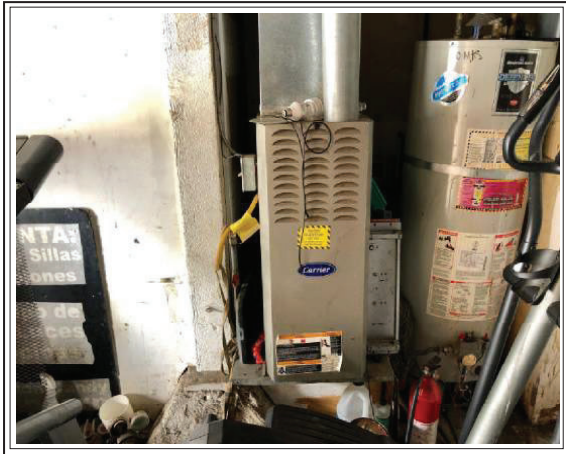
View of the Smoke Detector  
No CO2 detector found inside the house



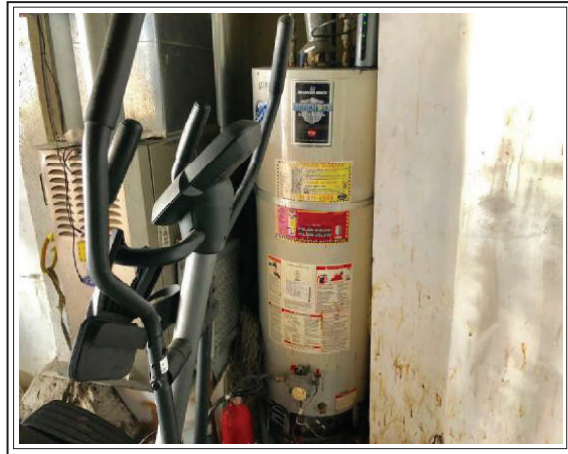
### Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0800919  
Case No.: C178  
State: CA  
Zip: 94124



View of Subject's Forced Air Heating System



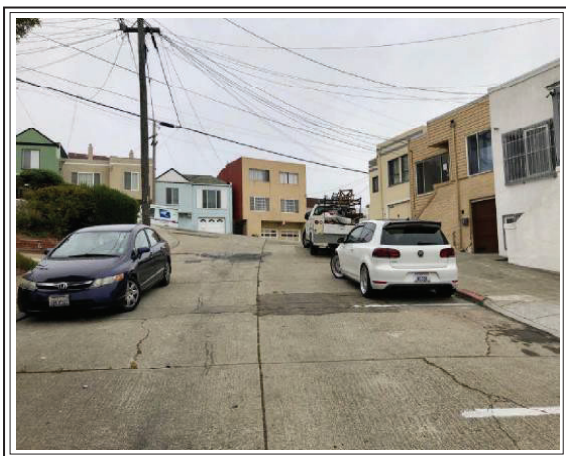
View of Subject's Single Strapped Water Heater  
Missing another strap on the water heater



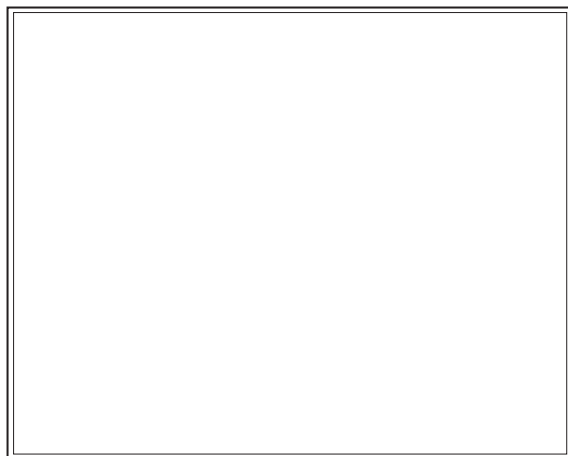
Updated Electrical Panel & Circuit Breakers



Additional Front View of the Subject



Additional Street View of the Subject



Intentionally Left Blank



# COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Private Appraisal

File No.: S0800919

Property Address: 9 Apollo Street

Case No.: C178

City: San Francisco

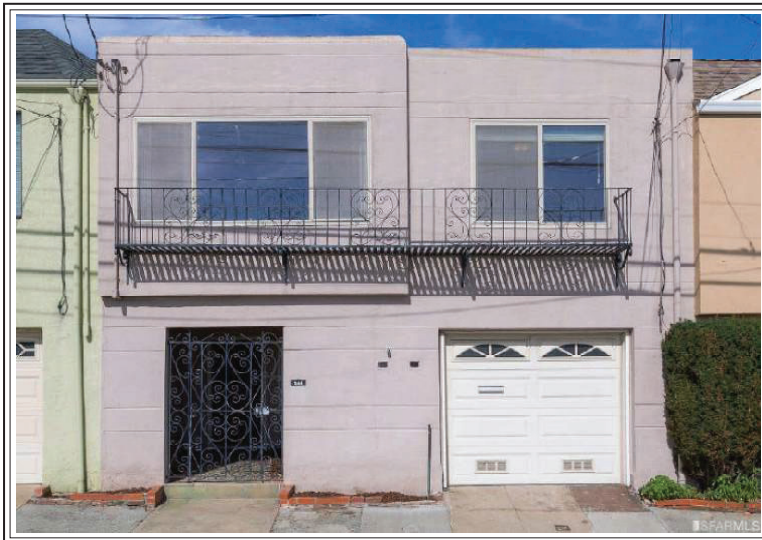
State: CA

Zip: 94124



## COMPARABLE SALE #1

1693 Quint Street  
San Francisco, CA 94124  
Sale Date: COE: 08/14/19  
Sale Price: \$ 808,000



## COMPARABLE SALE #2

344 Thornton Avenue  
San Francisco, CA 94124  
Sale Date: COE: 04/23/19  
Sale Price: \$ 905,000



## COMPARABLE SALE #3

339 Bridgeview Drive  
San Francisco, CA 94124  
Sale Date: COE: 04/12/19  
Sale Price: \$ 855,000



# COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Private Appraisal

File No.: S0800919

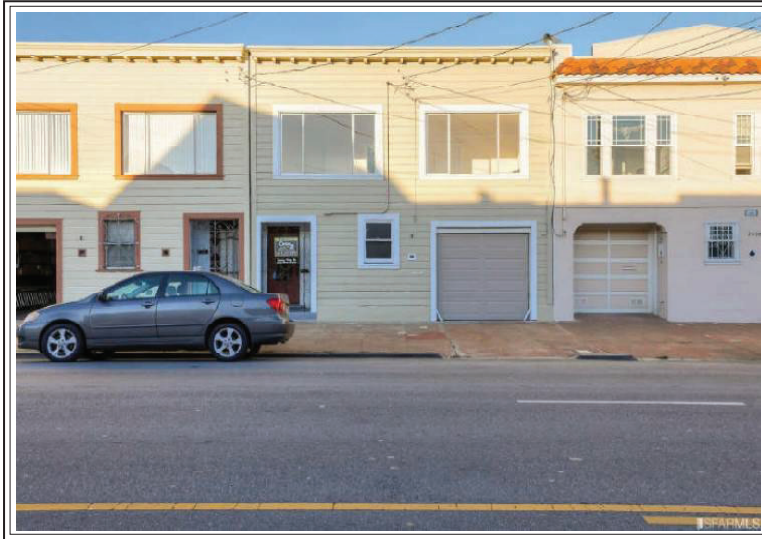
Property Address: 9 Apollo Street

Case No.: C178

City: San Francisco

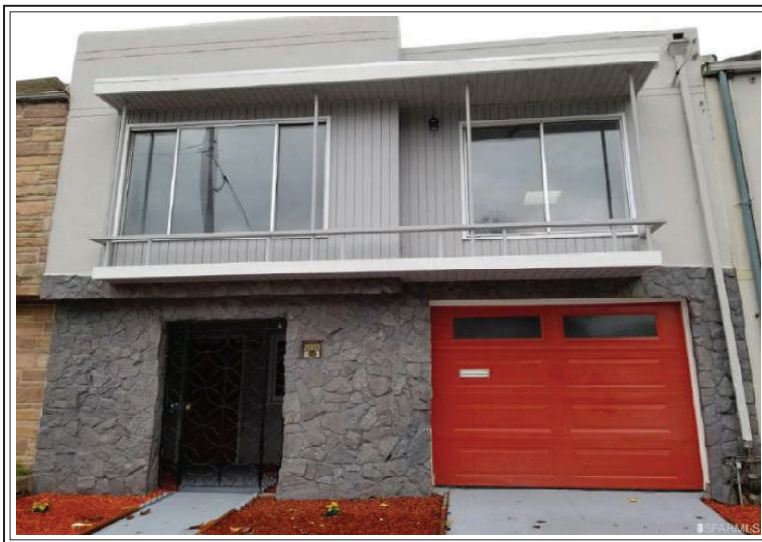
State: CA

Zip: 94124



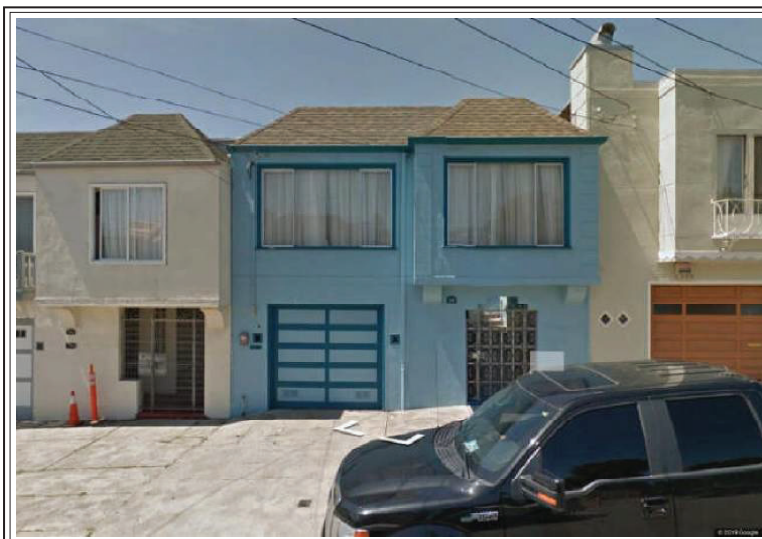
## COMPARABLE SALE #4

2042 Carroll Avenue  
San Francisco, CA 94124  
Sale Date: COE: 03/25/19  
Sale Price: \$ 888,000



## COMPARABLE SALE #5

2083 Palou Avenue  
San Francisco, CA 94124  
Sale Date: COE: 02/27/19  
Sale Price: \$ 910,000



## COMPARABLE SALE #6

212 Waterville Street  
San Francisco, CA 94124  
Sale Date: COE: 12/12/19  
Sale Price: \$ 900,000



# COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Private Appraisal

File No.: S0800919

Property Address: 9 Apollo Street

Case No.: C178

City: San Francisco

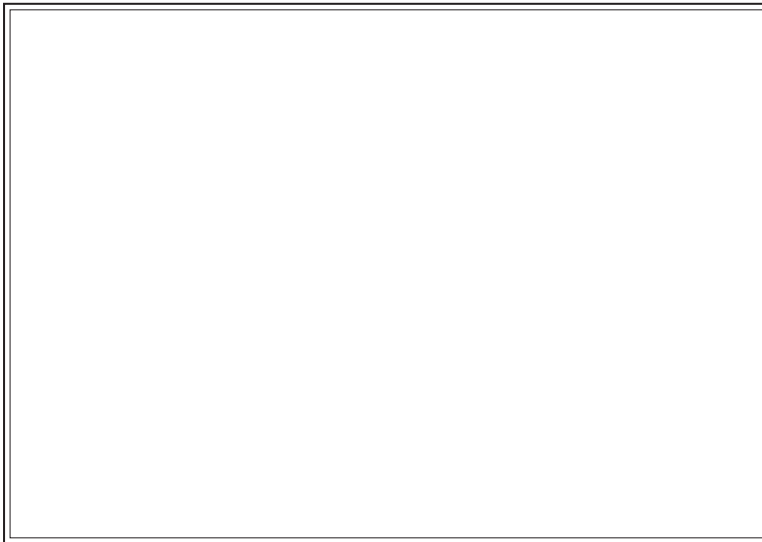
State: CA

Zip: 94124



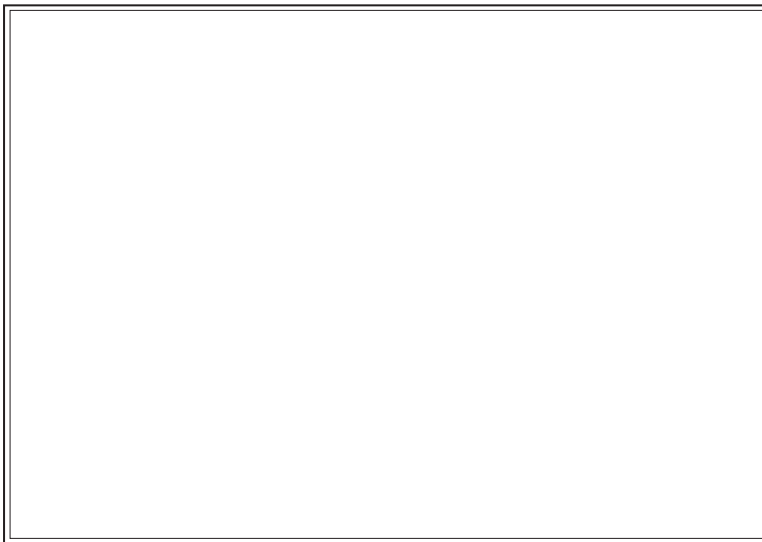
## COMPARABLE SALE #7

2083 Palou Avenue  
San Francisco, CA 94124  
Sale Date: COE: 10//26/18  
Sale Price: \$ 740,000



## COMPARABLE SALE #8

Sale Date:  
Sale Price: \$



## COMPARABLE SALE #9

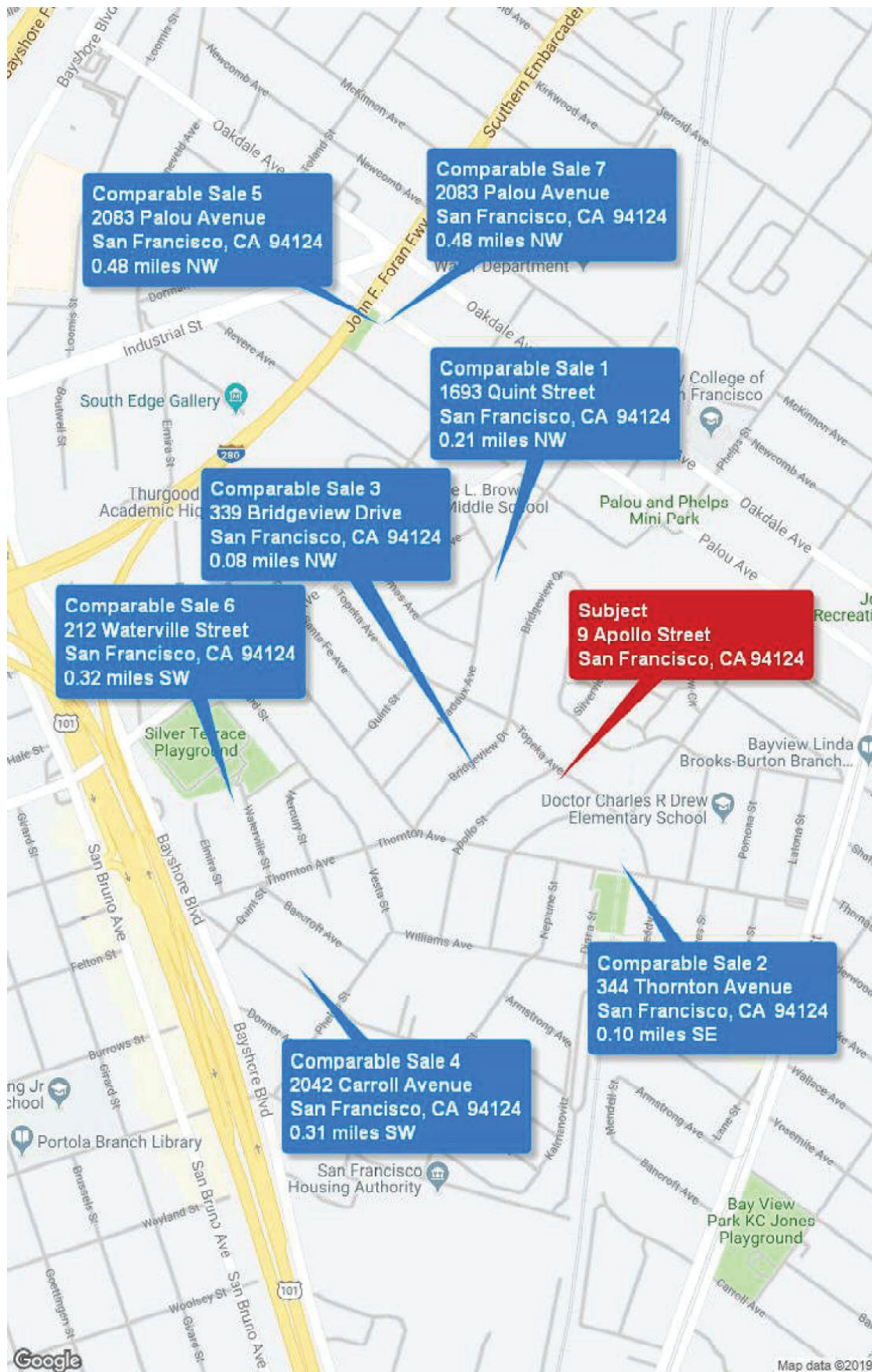
Sale Date:  
Sale Price: \$



# LOCATION MAP

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0800919  
Case No.: C178  
State: CA  
Zip: 94124





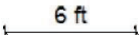
Client: Private Appraisal	File No.: S0800919
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

File No.: S0800919

Case No.: C178

Zip: 94124

**Sketch**



<b>Nonliving Area</b>	
Basement	561.13 ft <sup>2</sup>
1 Car Built-In	273 ft <sup>2</sup>
<b>Total Non-Living Area (rounded):</b>	<b>834 ft<sup>2</sup></b>

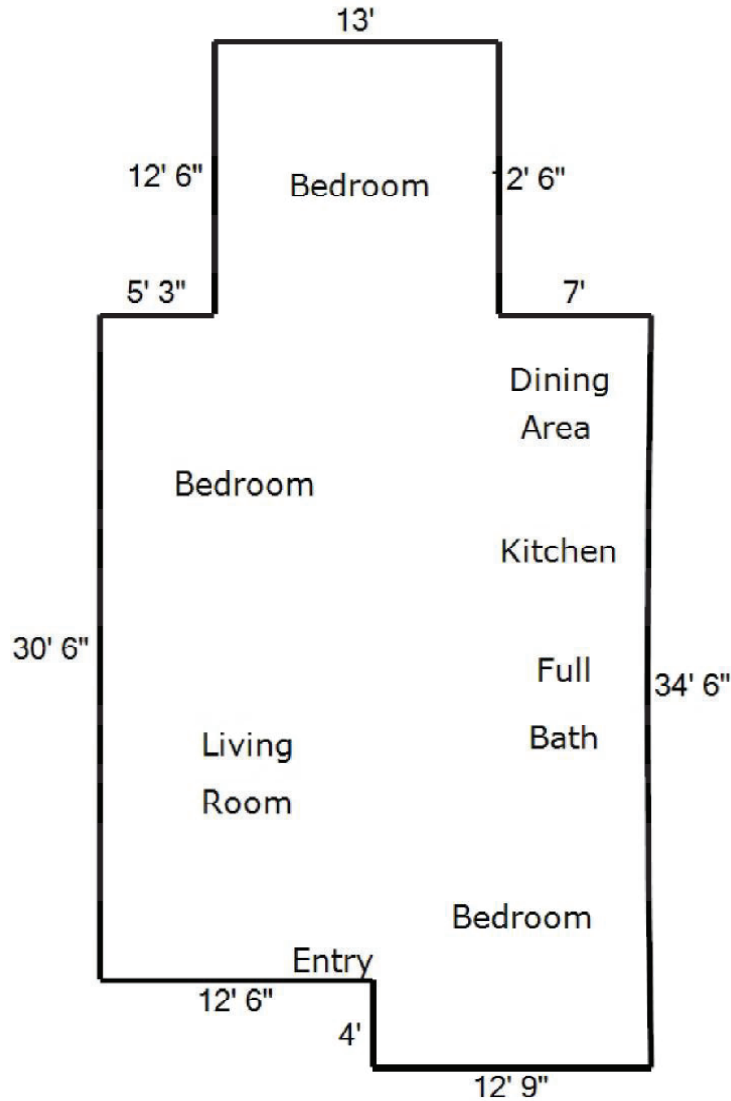


# FLOORPLAN SKETCH

Client: Private Appraisal  
 Property Address: 9 Apollo Street  
 City: San Francisco

File No.: S0800919  
 Case No.: C178  
 State: CA  
 Zip: 94124

## Sketch



**Total Living Area**  
 [Area: 980 ft<sup>2</sup>]

6 ft

### Living Area

Total Living Area 979.79 ft<sup>2</sup>  
 Total Living Area (rounded): 980 ft<sup>2</sup>



Client: Private Appraisal	File No.: S0800919
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

<b>GROSS BUILDING AREA (GBA)</b>		<u>980</u>	
<b>GROSS LIVING AREA (GLA)</b>		<u>980</u>	
Area(s)	Area	% of GLA	% of GBA
Living	<u>980</u>		<u>100.00</u>
Level 1	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Level 2	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Level 3	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Other	<u>980</u>	<u>100.00</u>	<u>100.00</u>
Basement	<input type="checkbox"/> <u>530</u>		<u>          </u>
Garage	<input type="checkbox"/> <u>273</u>		<u>          </u>
Other	<input type="checkbox"/> <u>561</u>		<u>          </u>

Area Measurements					Area Type						
Measurements		Factor		Total	Level 1	Level 2	Level 3	Other	Bsmt.	Garage	
4.00	x	4.00	x	1.00 = 16.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3.00	x	4.00	x	1.00 = 12.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8.50	x	21.00	x	1.00 = 178.50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5.30	x	17.00	x	0.33 = 29.75	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
21.30	x	3.50	x	0.49 = 36.75	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12.50	x	13.00	x	1.00 = 162.50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
34.50	x	12.80	x	1.00 = 439.88	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12.50	x	30.50	x	0.50 = 190.63	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12.50	x	30.50	x	0.50 = 190.63	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
346.00	x	-2.00	x	0.01 = -3.84	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	x		x	=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				



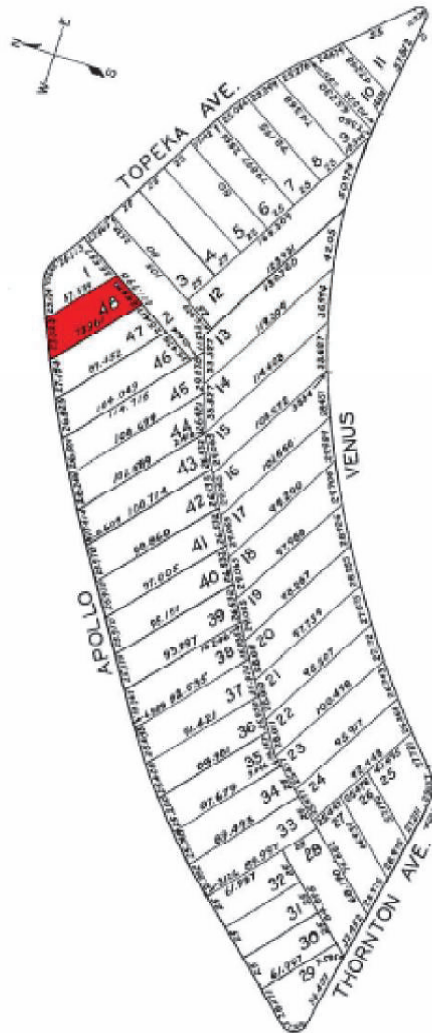
PLAT MAP

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0800919  
Case No.: C178  
State: CA  
Zip: 94124

5354

SILVER TER.  
NELSON'S F SUB.





## FLOOD MAP

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0800919  
Case No.: C178  
State: CA  
Zip: 94124



### FLOOD INFORMATION

Community:

FEMA Data is unavailable for this area


FIPS: 06075

### LEGEND

 = FEMA Special Flood Hazard Area – High Risk

 = Moderate and Minimal Risk Areas

Road View:

 = Forest

 = Water

### Sky Flood™

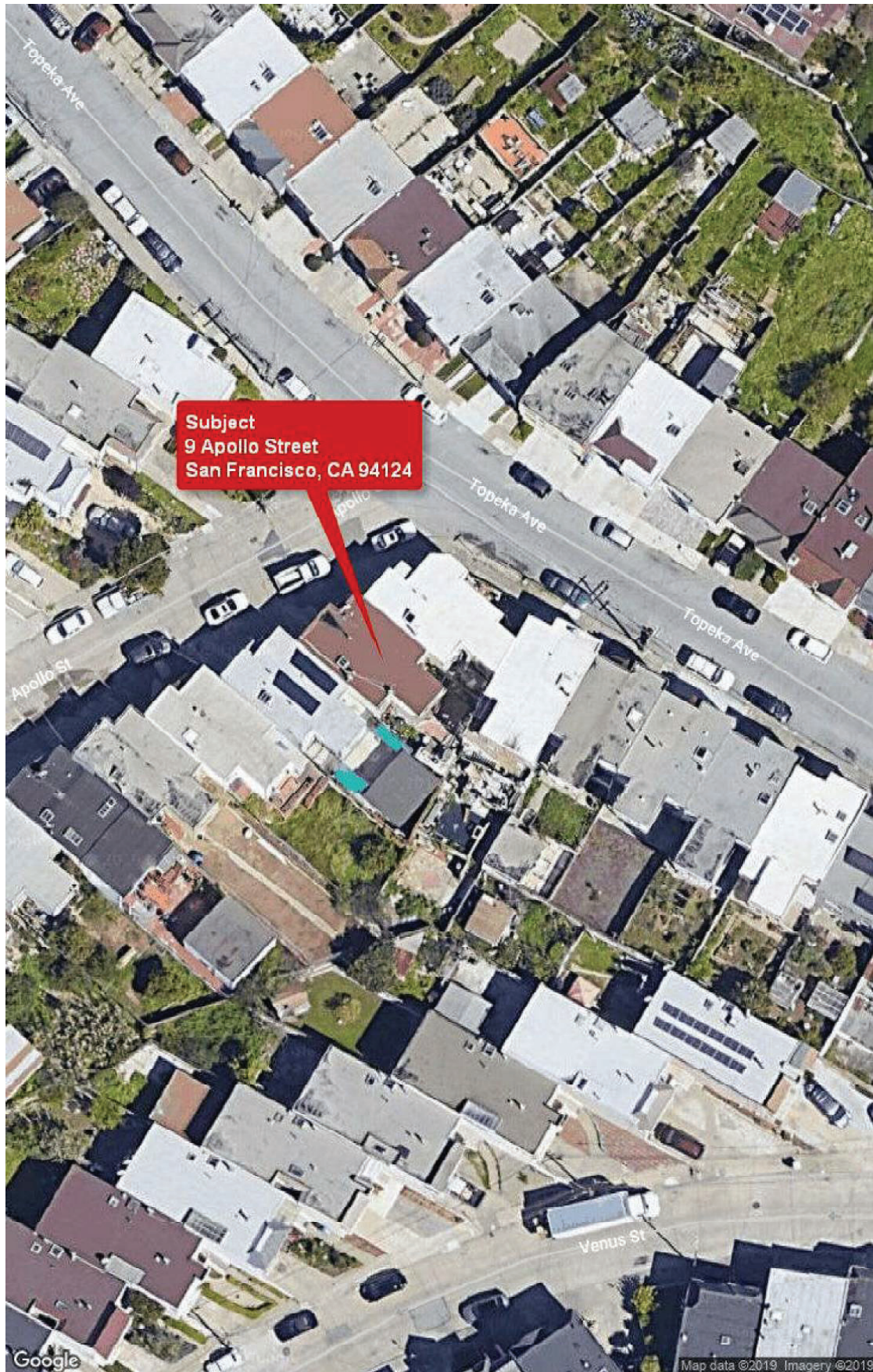
No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.



AERIAL MAP

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0800919  
Case No.: C178  
State: CA  
Zip: 94124





# Appraiser Independence Certification

C178

File No.: S0800919

Borrower: Sandy & Quin in Donnelly  
Property Address: 9 Apollo Street  
City: San Francisco County: San Francisco State: CA Zip Code: 94124  
Lender/Client: Private Appraisal

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.


I assert that no employee, director, officer, or agent of the Lender/Client, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the Lender/Client, influenced or attempted to influence the development, reporting, result, or review of the appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that the Lender/Client has never participated in any of the following prohibited behavior in our business relationship:

1. Withholding or threatening to withhold timely payment or partial payment for the appraisal report;
2. Withholding or threatening to withhold future business, or demoting or terminating, or threatening to demote or terminate my services;
3. Expressly or implicitly promising future business, promotions, or increased compensation for my services;
4. Conditioning the ordering of the appraisal report or the payment of the appraisal fee or salary or bonus on my opinion, conclusion or valuation reached, or on a preliminary value estimate requested;
5. Requesting an estimated, predetermined, or desired valuation in the appraisal report, prior to the completion of the appraisal report, or requesting estimated values or comparable sales at any time prior to the completion of the appraisal report;
6. Providing an anticipated, estimated, encouraged or desired value for the subject property, or a proposed or target amount to be loaned to the Borrower, except that a copy of the sales contract may have been provided if the assignment was for a purchase transaction;
7. Providing stock or other financial or non-financial benefits to me or any entity or person related to me, my appraisal or appraisal management company, if applicable;
8. Any other act or practice that impairs or attempts to impair my independence, objectivity or impartiality, or violates law or regulation, including but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the Uniform Standards of Professional Appraisal Practice (USPAP).

Additional Comments: n/a

## APPRAISER:

Signature:   
Name: Max E. Mendoza  
Date Signed: 09/11/2019  
State Certification #: \_\_\_\_\_  
or State License #: AL011277  
or Other (describe): \_\_\_\_\_ State #: \_\_\_\_\_  
State: CA  
Expiration Date of Certification or License: 07/16/2020

## SUPERVISORY APPRAISER (only if required):

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_



# USPAP ADDENDUM

C178  
File No. S0800919

Borrower: <u>Sandy &amp; Quintin Donnelly</u>			
Property Address: <u>9 Apollo Street</u>			
City: <u>San Francisco</u>	County: <u>San Francisco</u>	State: <u>CA</u>	Zip Code: <u>94124</u>
Lender: <u>Private Appraisal</u>			

## APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

- ☐ **Appraisal Report** A written report prepared under Standards Rule 2-2(a).
- ☒ **Restricted Appraisal Report** A written report prepared under Standards Rule 2-2(b).

## Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 1-3 Months

By studying the current & competing sales and listings in the area, the appraiser concluded that the estimated exposure time for the subject property is equal to the marketing time identified in the neighborhood section of this appraisal report. The expected exposure period is 1-3 months when priced realistically for the open market.


## Additional Certifications

- ☒ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

## Additional Comments

None.

## APPRAISER

Signature:   
Name: Max E. Mendoza  
Date Signed: 09/11/2019  
State Certification #: \_\_\_\_\_  
or State License #: AL011277  
or Other (describe): \_\_\_\_\_ State #: \_\_\_\_\_  
State: CA  
Expiration Date of Certification or License: 07/16/2020  
Effective Date of Appraisal: September 6, 2019

## SUPERVISORY APPRAISER (only if required)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_  
Supervisory Appraiser inspection of Subject Property:  
☐ Did Not ☐ Exterior-only from street ☐ Interior and Exterior



# Subject's Property Profile #1

Client: Private Appraisal	File No.: S0800919
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

## 9 Apollo St, San Francisco, CA 94124-2226, San Francisco County



<b>4</b>	<b>1,350</b>	<b>1,642</b>	<b>\$700,000</b>
MLS Beds	MLS Sq Ft	Lot Sq Ft	MLS Sale Price
<b>1</b>	<b>1943</b>	<b>SFR</b>	<b>10/07/2005</b>
Baths	Yr Built	Type	MLS Sale Date

### Owner Information

Owner Name:	Donnelly Sandy	Tax Billing Zip:	94134
Owner Name 2:	Donnelly Quintin	Tax Billing Zip+4:	2242
Tax Billing Address:	51 Tucker Ave	Owner Occupied:	No
Tax Billing City & State:	San Francisco, CA		

### Location Information

School District:	San Francisco	Zoning:	RH1
Census Tract:	230.03	Location Influence:	Bay-Front
Carrier Route:	C023	Topography:	Slope
Subdivision:	Fernando Nelsons Sub/Silver		

### Tax Information

Tax ID:	5354-048	Lot:	48
Parcel ID:	5354 048	% Improved:	30%
Block:	5354	Tax Area:	1000
Legal Description:	BLK 5354 LOT 1		

### Assessment & Tax

Assessment Year	2018	2017	2016
Assessed Value - Total	\$658,100	\$655,000	\$553,696
Assessed Value - Land	\$467,670	\$458,500	\$387,598
Assessed Value - Improved	\$200,430	\$196,500	\$166,108
YOY Assessed Change (%)	2%	18.3%	
YOY Assessed Change (\$)	\$13,100	\$101,304	
Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$6,921		
2017	\$8,631	\$1,710	24.71%
2018	\$8,513	-\$118	-1.37%

### Characteristics

Lot Area:	1,642	Total Rooms:	5
Lot Acres:	0.0377	Other Rooms:	Kitchen, Dining Room, Den, Attic
Building Sq Ft:	Tax: 987 MLS: 1,350	Other Impvs:	Patio
Land Use - CoreLogic:	SFR	Heat Type:	Floor Furnace
Land Use - County:	1 Dwelling Unit	Roof Material:	Tar & Gravel
Style:	Conventional	Sewer:	Public Service
Year Built:	1943	Water:	Public
Stories:	1	Construction:	Wood
Garage Type:	Built-In	Foundation:	Slab
Parking Type:	Built-In Garage	Exterior:	Vinyl
No. Parking Spaces:	1	Equipment:	Refrigerator, Range Oven, Disposal, Range Hood, Washer Dryer

Courtesy of Max Mendoza, San Francisco Association of Realtors

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

### Property Detail

Generated on 09/10/2019  
Page 1 of 3



## Subject's Property Profile #2

Client: Private Appraisal	File No.: S0800919
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

Bedrooms:	<b>Tax: 3 MLS: 4</b>	Quality:	<b>Average</b>
Total Baths:	<b>Tax: 1 MLS: 2</b>	Condition:	<b>Average</b>
Full Baths:	<b>1</b>	Total Units:	<b>1</b>

### Listing Information

MLS Listing Number:	<b>293581</b>	Closing Date:	<b>10/07/2005</b>
MLS Status:	<b>Closed</b>	Closing Price:	<b>\$700,000</b>
MLS Status Change Date:	<b>10/12/2005</b>	MLS List. Agent Name:	<b>806200-Eric Brown</b>
MLS Listing Date:	<b>08/23/2005</b>	MLS List. Broker Name:	<b>DCP REALTY</b>
MLS Current List Price:	<b>\$619,000</b>	MLS Selling Agent Name:	<b>666666-Non Member Sales</b>
MLS Orig. List Price:	<b>\$619,000</b>	MLS Selling Broker Name:	<b>LANDMARK HOMES REALTY</b>
Pending Date:	<b>09/02/2005</b>		

<b>MLS Listing #</b>	8175	235170
<b>MLS Status</b>	Closed	Canceled
<b>MLS Listing Date</b>	07/10/1996	12/08/1995
<b>MLS Listing Price</b>	\$149,700	\$155,000
<b>MLS Orig Listing Price</b>	\$149,700	\$165,000
<b>MLS Close Date</b>	11/22/1996	
<b>MLS Listing Close Price</b>	\$145,000	\$0

### Last Market Sale & Sales History

Settle Date:	<b>Tax: 06/29/2016 MLS: 10/07/2005</b>	Seller:	<b>Federal Natl Mtg Assn Fnma</b>
Recording Date:	<b>07/18/2016</b>	Document Number:	<b>K287561</b>
Sale Price:	<b>\$655,000</b>	Deed Type:	<b>Grant Deed</b>
Owner Name:	<b>Donnelly Sandy</b>	Price Per Square Feet:	<b>\$663.63</b>
Owner Name 2:	<b>Donnelly Quintin</b>		

<b>Sale/Settlement Date</b>	06/29/2015	01/08/2013	08/29/2008	09/27/2005	
<b>Recording Date</b>	07/18/2016	01/28/2013	09/10/2008	10/07/2005	11/25/1996
<b>Sale Price</b>	\$655,000	\$424,325	\$509,000	\$700,000	\$145,000
<b>Buyer Name</b>	Donnelly Quintin & Sandy	Federal Natl Mtg Assn Fnma	Xu Jeff K	Tacdol Shirley	Situ Subao & Hilda Su Quin
<b>Seller Name</b>	Federal Natl Mtg Assn Fnma	Mtc Financial Inc	Tacdol Shirley	Situ Subao	Wilmington Trust Co Trustee
<b>Document Number</b>	K287561	K821-770	J723-149	1991-499	G0766-26
<b>Document Type</b>	Grant Deed	Trustee's Deed (Foreclosure)	Grant Deed	Grant Deed	Grant Deed

<b>Sale/Settlement Date</b>		00/1989	
<b>Recording Date</b>	07/19/1996	06/14/1996	09/05/1989
<b>Sale Price</b>		\$126,000	\$215,000
<b>Buyer Name</b>	Wilmington Trust Company Trustee	Great Western Bank	Moseley Mary
<b>Seller Name</b>	Great Western Bank	Moseley Mary M	Hicks Marion
<b>Document Number</b>	G0678-108	G0654-89	E0949-118
<b>Document Type</b>	Grant Deed	Trustee Deed	Deed (Reg)

### Mortgage History

<b>Mortgage Date</b>	07/29/2011	09/10/2008	10/07/2005	10/07/2005	10/10/2002
<b>Mortgage Amount</b>	\$397,500	\$407,200	\$560,000	\$140,000	\$160,000
<b>Mortgage Lender</b>	Everbank	Amtrust Bk	Countrywide Hm Lns Inc	Countrywide Bk	Bank Of America
<b>Mortgage Code</b>	Conventional	Conventional	Conventional	Conventional	Conventional
<b>Mortgage Type</b>	Refi	Resale	Resale	Resale	Refi
<b>Mortgage Int Rate</b>			6.25		
<b>Mortgage Term</b>	30	30	30		
<b>Mortgage Date</b>	02/23/2000	03/31/1999	10/23/1998		
<b>Mortgage Amount</b>	\$60,000	\$30,000	\$40,000		
<b>Mortgage Lender</b>	Bank Of America	Bank Of America	Bank Of America Natl Tr & Svgs		

Courtesy of Max Mendoza, San Francisco Association of Realtors

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

### Property Detail

Generated on 09/10/2019  
Page 2 of 3



### Subject's Property Profile #3

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

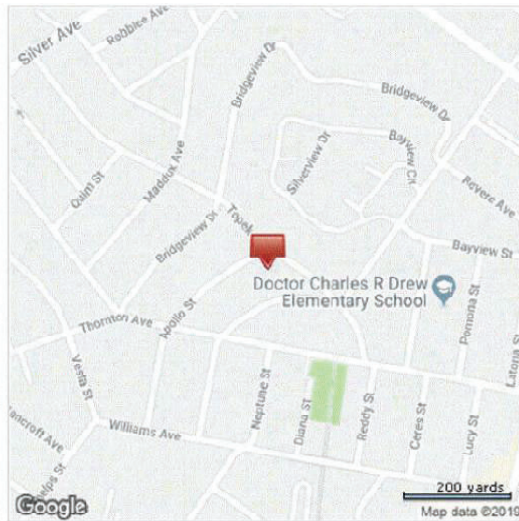
File No.: S0800919  
Case No.: C178  
State: CA  
Zip: 94124

Mortgage Code	Conventional	Conventional	Conventional
Mortgage Type	Refi	Refi	Refi
Mortgage Int Rate			
Mortgage Term			

#### Foreclosure History

Document Type	Notice Of Trustee's Sale	Notice Of Default
Default Date		07/16/2012
Foreclosure Filing Date	10/19/2012	07/16/2012
Recording Date	10/23/2012	07/18/2012
Document Number	J527745	J448206
Book Number	K758	K591
Page Number	944	364
Default Amount		\$16,053
Final Judgment Amount	\$411,702	
Original Doc Date	07/29/2011	07/29/2011
Original Document Number	J229775	J229775

#### Property Map



Courtesy of Max Mendoza, San Francisco Association of Realtors

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

#### Property Detail

Generated on 09/10/2019  
Page 3 of 3



Appraiser's License Page

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0800919  
Case No.: C178  
State: CA  
Zip: 94124





# Errors & Omissions Insurance

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0800919  
Case No.: C178  
State: CA Zip: 94124



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/17/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RIVERTON INSURANCE AGENCY CORP PO Box 236 605 Main St., Suite 102 Riverton NJ 08077		<b>CONTACT NAME:</b> Kelly Stewart <b>PHONE (B/C, H/A, Ext):</b> (800) 882-4410 <b>FAX (A/C, No):</b> (856) 273-8026 <b>E-MAIL ADDRESS:</b> KellyS@riains.com	
<b>INSURED</b> Max E Mendoza 321 Noe Street #301 San Francisco CA 94114		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Stratford Insurance Company NAIC # 40430 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

### COVERAGES

**CERTIFICATE NUMBER:** CL1981703948

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADD. SUBR	W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				Each Claim \$1,000,000 Aggregate \$2,000,000
A	Errors & Omissions Retroactive Date: 08/24/2014			RE00003385	08/25/2019	08/25/2020	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE:

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Appraisal Express & Investments

C178  
File No. S0801019

09/12/2019

Attn: Sandy & Quintin Donnelly

**Private Appraisal**  
51 Tucker Avenue  
San Francisco, CA 94124

File Number: S0801019

To whom it may concern,

In accordance with your request, I have appraised the real property at:

9 Apollo Street  
San Francisco, CA 94124

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved.  
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of September 6, 2019 is:

\$955,000  
Nine Hundred Fifty-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,  
final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Sincerely,



Max E. Mendoza  
Appraiser / Realtor



**APPRAISAL OF**



A Single Family Residence

**LOCATED AT:**

9 Apollo Street  
San Francisco, CA 94124

**CLIENT:**

**Private Appraisal**  
51 Tucker Avenue  
San Francisco, CA, 94124

**AS OF:**

September 6, 2019

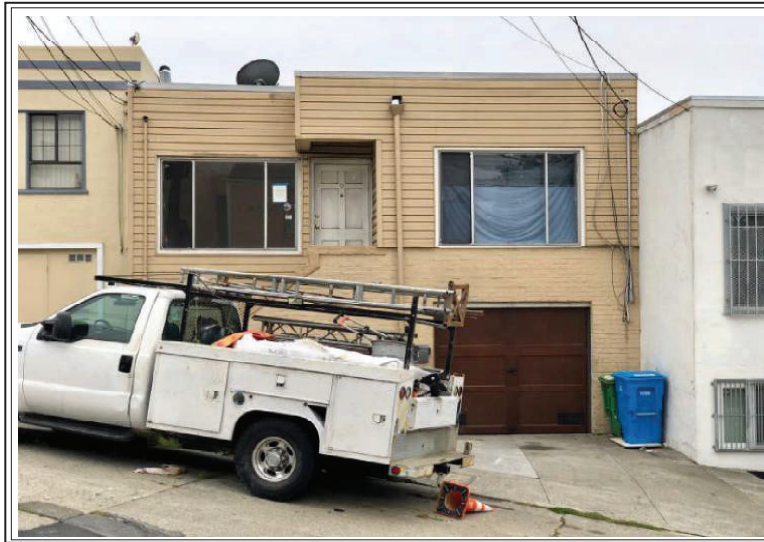
**BY:**

Max E. Mendoza  
Appraiser / Realtor



## TABLE OF CONTENTS

Client: Private Appraisal	File No.: S0801019
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA      Zip: 94124



Letter of Transmittal . . . . .	1
Title . . . . .	2
Table of Contents . . . . .	3
gPAR™ Appraisal w/o Cost & Income (2017) . . . . .	4
Addendum . . . . .	11
UAD_DEF_14. . . . .	13
1004MC 2009. . . . .	15
Subject Photos . . . . .	16
Subject's Additional Photos. . . . .	17
Subject's Additional Photos. . . . .	18
Subject's Additional Photos. . . . .	19
Subject's Additional Photos. . . . .	20
Subject's Additional Photos. . . . .	21
Subject's Additional Photos. . . . .	22
Subject's Additional Photos. . . . .	23
Subject's Additional Photos. . . . .	24
Subject's Additional Photos. . . . .	25
Comps 1,2,3 Photos. . . . .	26
Comps 4,5,6 Photos. . . . .	27
Comps 7,8,9 Photos. . . . .	28
Location Map . . . . .	29
Sketch . . . . .	30
Dimension List . . . . .	32
Plat Map. . . . .	33
Flood Map. . . . .	34
Aerial Map . . . . .	35
Appraiser Independence Certification . . . . .	36
USPAP 2014 with Type. . . . .	37
Subject's Property Profile #1 . . . . .	38
Subject's Property Profile #2. . . . .	39
Subject's Property Profile #3. . . . .	40
Appraiser's License Page . . . . .	41
Errors & Omissions Insurance. . . . .	42



## Residential Appraisal Report

C178  
File No. S0801019

PURPOSE	The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.																																																																																																																																																																																																																																																																																						
	Client Name/Intended User <b>Private Appraisal</b>					E-mail <b>Qedmail@gmail.com</b>																																																																																																																																																																																																																																																																																	
	Client Address <b>51 Tucker Avenue</b>					City <b>San Francisco</b>		State <b>CA</b>		Zip <b>94124</b>																																																																																																																																																																																																																																																																													
	Additional Intended User(s) <b>As decided by client.</b>																																																																																																																																																																																																																																																																																						
Intended Use <b>To determine the current fair market value of the subject with an accessory unit in the basement area.</b>																																																																																																																																																																																																																																																																																							
SUBJECT	Property Address <b>9 Apollo Street</b>					City <b>San Francisco</b>		State <b>CA</b>		Zip <b>94124</b>																																																																																																																																																																																																																																																																													
	Owner of Public Record <b>Sandy &amp; Qunitin</b>					County <b>San Francisco</b>																																																																																																																																																																																																																																																																																	
	Legal Description <b>Lot #48 Block #5354</b>																																																																																																																																																																																																																																																																																						
	Assessor's Parcel # <b>5354-048</b>					Tax Year <b>2018-2019</b>		R.E. Taxes \$ <b>8,513.00</b>																																																																																																																																																																																																																																																																															
SALES HISTORY	Neighborhood Name <b>Silver Terrace</b>					Map Reference <b>TB: 668 B-6</b>		Census Tract <b>0230.03</b>																																																																																																																																																																																																																																																																															
	Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)																																																																																																																																																																																																																																																																																						
	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.																																																																																																																																																																																																																																																																																						
	Prior Sale/Transfer: Date <b>n/a</b> Price <b>n/a</b> Source(s) <b>Realist.com and/or local MLS (SFMLS).</b>																																																																																																																																																																																																																																																																																						
	Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) <b>Per local MLS Board (SFMLS) and Realist.com, the subject property has not changed ownership within the last 36 months as of the effective date on this report. One of the comparables used in this report has been resold within the last 12 months. Comparable sale #5 was previously sold on October 27, 2018 for \$740,000.</b>																																																																																																																																																																																																																																																																																						
	Offerings, options and contracts as of the effective date of the appraisal <b>n/a</b>																																																																																																																																																																																																																																																																																						
	NEIGHBORHOOD	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Neighborhood Characteristics</th> <th colspan="4">One-Unit Housing Trends</th> <th colspan="2">One-Unit Housing</th> <th colspan="2">Present Land Use %</th> </tr> </thead> <tbody> <tr> <td>Location</td> <td><input checked="" type="checkbox"/> Urban</td> <td><input type="checkbox"/> Suburban</td> <td><input type="checkbox"/> Rural</td> <td>Property Values</td> <td><input type="checkbox"/> Increasing</td> <td><input checked="" type="checkbox"/> Stable</td> <td><input type="checkbox"/> Declining</td> <td>PRICE</td> <td>AGE</td> <td>One-Unit</td> <td>85 %</td> </tr> <tr> <td>Built-Up</td> <td><input checked="" type="checkbox"/> Over 75%</td> <td><input type="checkbox"/> 25-75%</td> <td><input type="checkbox"/> Under 25%</td> <td>Demand/Supply</td> <td><input type="checkbox"/> Shortage</td> <td><input checked="" type="checkbox"/> In Balance</td> <td><input type="checkbox"/> Over Supply</td> <td>\$(000)</td> <td>(yrs)</td> <td>2-4 Unit</td> <td>5 %</td> </tr> <tr> <td>Growth</td> <td><input type="checkbox"/> Rapid</td> <td><input checked="" type="checkbox"/> Stable</td> <td><input type="checkbox"/> Slow</td> <td>Marketing Time</td> <td><input checked="" type="checkbox"/> Under 3 mths</td> <td><input type="checkbox"/> 3-6 mths</td> <td><input type="checkbox"/> Over 6 mths</td> <td>725</td> <td>Low 3</td> <td>Multi-Family</td> <td>5 %</td> </tr> <tr> <td colspan="8">Neighborhood Boundaries <b>The neighborhood boundaries are: Highway 280 to the North, 3rd Street to the South, Oakdale Avenue to the East and Highway 101 to the West</b></td> <td>1,800</td> <td>High 119</td> <td>Commercial</td> <td>5 %</td> </tr> <tr> <td colspan="8">Neighborhood Description <b>Please see the attached addendum for comments on this section.</b></td> <td>950</td> <td>Pred. 75</td> <td>Other Vacant</td> <td>0 %</td> </tr> </tbody> </table>										Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %		Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	85 %	Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	5 %	Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	725	Low 3	Multi-Family	5 %	Neighborhood Boundaries <b>The neighborhood boundaries are: Highway 280 to the North, 3rd Street to the South, Oakdale Avenue to the East and Highway 101 to the West</b>								1,800	High 119	Commercial	5 %	Neighborhood Description <b>Please see the attached addendum for comments on this section.</b>								950	Pred. 75	Other Vacant	0 %																																																																																																																																																																																																				
Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %																																																																																																																																																																																																																																																																													
Location		<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	85 %																																																																																																																																																																																																																																																																											
Built-Up		<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	5 %																																																																																																																																																																																																																																																																											
Growth		<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths	<input type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	725	Low 3	Multi-Family	5 %																																																																																																																																																																																																																																																																											
Neighborhood Boundaries <b>The neighborhood boundaries are: Highway 280 to the North, 3rd Street to the South, Oakdale Avenue to the East and Highway 101 to the West</b>								1,800	High 119	Commercial	5 %																																																																																																																																																																																																																																																																												
Neighborhood Description <b>Please see the attached addendum for comments on this section.</b>								950	Pred. 75	Other Vacant	0 %																																																																																																																																																																																																																																																																												
Market Conditions (including support for the above conclusions) <b>Please see the attached addendum for comments on this section.</b>																																																																																																																																																																																																																																																																																							
SITE	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Dimensions</td> <td colspan="3"><b>27.52' x 57.54' x 25.48' x 73.96'</b></td> <td>Area</td> <td colspan="2"><b>1742 Sq.Ft. +/-</b></td> <td>Shape</td> <td colspan="2"><b>Irregular Rectangle</b></td> <td>View</td> <td><b>B;Res;City/Bay</b></td> </tr> <tr> <td>Specific Zoning Classification</td> <td colspan="3"><b>RH1</b></td> <td>Zoning Description</td> <td colspan="6"><b>Residential: Single Family Dwelling</b></td> </tr> <tr> <td>Zoning Compliance</td> <td colspan="3"><input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)</td> <td colspan="8"></td> </tr> <tr> <td colspan="12">Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.</td> </tr> <tr> <td>Utilities</td> <td><b>Public</b></td> <td colspan="2"><b>Other (describe)</b></td> <td><b>Public</b></td> <td colspan="2"><b>Other (describe)</b></td> <td colspan="2"><b>Off-site Improvements—Type</b></td> <td><b>Public</b></td> <td><b>Private</b></td> </tr> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td colspan="2"></td> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td colspan="2"></td> <td>Street</td> <td><b>Asphalt</b></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Gas</td> <td><input checked="" type="checkbox"/></td> <td colspan="2"></td> <td>Sanitary Sewer</td> <td><input checked="" type="checkbox"/></td> <td colspan="2"></td> <td>Alley</td> <td><b>None</b></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td colspan="12">Site Comments <b>Please see the attached addendum for comments on this section.</b></td> </tr> <tr> <td colspan="10"></td> </tr> <tr> <td rowspan="10" style="writing-mode: vertical-rl; transform: rotate(180deg); text-align: center; font-weight: bold;">IMPROVEMENTS</td> <td colspan="10"> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">GENERAL DESCRIPTION</th> <th colspan="2">FOUNDATION</th> <th colspan="3">EXTERIOR DESCRIPTION materials</th> <th colspan="2">INTERIOR materials</th> </tr> </thead> <tbody> <tr> <td>Units</td> <td><input type="checkbox"/> One <input checked="" type="checkbox"/> One w/Acc. unit <input type="checkbox"/></td> <td></td> <td><input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space</td> <td></td> <td>Foundation Walls</td> <td colspan="2"><b>Concrete/Average</b></td> <td>Floors</td> <td><b>Hdwd/Tile/Fair</b></td> </tr> <tr> <td># of Stories</td> <td><b>2</b></td> <td></td> <td><input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement</td> <td></td> <td>Exterior Walls</td> <td colspan="2"><b>Vinyl Siding/Avg.</b></td> <td>Walls</td> <td><b>Drywall/Average</b></td> </tr> <tr> <td>Type</td> <td><input type="checkbox"/> Det. <input checked="" type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit</td> <td></td> <td>Basement Area</td> <td><b>0</b> sq. ft.</td> <td>Roof Surface</td> <td colspan="2"><b>Rolled Comp/Avg.</b></td> <td>Trim/Finish</td> <td><b>Wood/Average</b></td> </tr> <tr> <td><input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.</td> <td></td> <td>Basement Finish</td> <td><b>0</b> %</td> <td>Gutters &amp; Downspouts</td> <td colspan="2"><b>Galv. Iron/Average</b></td> <td>Bath Floor</td> <td><b>Tile/Average</b></td> </tr> <tr> <td>Design (Style)</td> <td><b>Contemporary</b></td> <td><input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump</td> <td></td> <td>Window Type</td> <td colspan="2"><b>Aluminium/Avg.</b></td> <td>Bath Wainscot</td> <td><b>Tile/Average</b></td> </tr> <tr> <td>Year Built</td> <td><b>1943</b></td> <td></td> <td></td> <td>Storm Sash/Insulated</td> <td colspan="2"><b>None/Typical</b></td> <td>Car Storage</td> <td><input type="checkbox"/> None</td> </tr> <tr> <td>Effective Age (Yrs)</td> <td><b>30-35 Years</b></td> <td></td> <td></td> <td>Screens</td> <td colspan="2"><b>Yes/Partial</b></td> <td><input checked="" type="checkbox"/> Driveway</td> <td># of Cars <b>0</b></td> </tr> <tr> <td>Attic</td> <td><input type="checkbox"/> None <input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Floor <input type="checkbox"/> Scuttle <input type="checkbox"/> Finished <input type="checkbox"/> Heated</td> <td></td> <td>Heating</td> <td><input checked="" type="checkbox"/> FWA <input type="checkbox"/> HW <input type="checkbox"/> Radiant <input type="checkbox"/> Other <input type="checkbox"/> Fuel Gas</td> <td>Amenities</td> <td colspan="2"><input type="checkbox"/> WoodStove(s) # <b>0</b></td> <td>Driveway Surface</td> <td><b>Concrete</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td>Cooling</td> <td><input type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other None</td> <td><input type="checkbox"/> Fireplace(s) # <b>0</b></td> <td><input checked="" type="checkbox"/> Fence <b>Wood</b></td> <td><input checked="" type="checkbox"/> Garage</td> <td># of Cars <b>1</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td><input checked="" type="checkbox"/> Patio/Deck <b>Patio</b></td> <td><input type="checkbox"/> Porch <b>None</b></td> <td><input type="checkbox"/> Carport</td> <td># of Cars <b>0</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td><input type="checkbox"/> Pool <b>None</b></td> <td><input type="checkbox"/> Other <b>None</b></td> <td><input type="checkbox"/> Att. <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Built-in</td> <td></td> <td></td> </tr> <tr> <td colspan="10">Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe) <b>Hood</b></td> </tr> <tr> <td colspan="10">Finished area above grade contains: <b>8</b> Rooms <b>4</b> Bedrooms <b>2.0</b> Bath(s) <b>1,541</b> Square Feet of Gross Living Area Above Grade</td> </tr> <tr> <td colspan="10">Additional Features <b>The bathroom has a tub-shower and a skylight, a built-in one car garage with a roll-up wood door, a basement used for storage, and an open &amp; covered concrete patio at the rear yard.</b></td> </tr> <tr> <td colspan="10">Comments on the Improvements <b>The subject is in overall fair condition for the neighborhood. The floors in the bedrooms had a lot of wear and tear and needs to be replaced, all of the cabinet doors in the kitchen are missing, some of the doors and most of closet doors in the bedrooms are missing on the main floor, the window in the rear bedroom is broken and is missing a piece at the center and the walls to its closet has been torn off, and the cabinet door in the vanity in the bathroom was missing. The living room and hallway to the bedrooms has laminate floors in average condition. The downstairs living area has been included in the total gross living area, since it is being proposed as a legal an accessory dwelling unit (ADU).</b></td> </tr> </tbody></table> </td> </tr> </table>										Dimensions	<b>27.52' x 57.54' x 25.48' x 73.96'</b>			Area	<b>1742 Sq.Ft. +/-</b>		Shape	<b>Irregular Rectangle</b>		View	<b>B;Res;City/Bay</b>	Specific Zoning Classification	<b>RH1</b>			Zoning Description	<b>Residential: Single Family Dwelling</b>						Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)											Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.												Utilities	<b>Public</b>	<b>Other (describe)</b>		<b>Public</b>	<b>Other (describe)</b>		<b>Off-site Improvements—Type</b>		<b>Public</b>	<b>Private</b>	Electricity	<input checked="" type="checkbox"/>			Water	<input checked="" type="checkbox"/>			Street	<b>Asphalt</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gas	<input checked="" type="checkbox"/>			Sanitary Sewer	<input checked="" type="checkbox"/>			Alley	<b>None</b>	<input type="checkbox"/>	<input type="checkbox"/>	Site Comments <b>Please see the attached addendum for comments on this section.</b>																						IMPROVEMENTS	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">GENERAL DESCRIPTION</th> <th colspan="2">FOUNDATION</th> <th colspan="3">EXTERIOR DESCRIPTION materials</th> <th colspan="2">INTERIOR materials</th> </tr> </thead> <tbody> <tr> <td>Units</td> <td><input type="checkbox"/> One <input checked="" type="checkbox"/> One w/Acc. unit <input type="checkbox"/></td> <td></td> <td><input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space</td> <td></td> <td>Foundation Walls</td> <td colspan="2"><b>Concrete/Average</b></td> <td>Floors</td> <td><b>Hdwd/Tile/Fair</b></td> </tr> <tr> <td># of Stories</td> <td><b>2</b></td> <td></td> <td><input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement</td> <td></td> <td>Exterior Walls</td> <td colspan="2"><b>Vinyl Siding/Avg.</b></td> <td>Walls</td> <td><b>Drywall/Average</b></td> </tr> <tr> <td>Type</td> <td><input type="checkbox"/> Det. <input checked="" type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit</td> <td></td> <td>Basement Area</td> <td><b>0</b> sq. ft.</td> <td>Roof Surface</td> <td colspan="2"><b>Rolled Comp/Avg.</b></td> <td>Trim/Finish</td> <td><b>Wood/Average</b></td> </tr> <tr> <td><input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.</td> <td></td> <td>Basement Finish</td> <td><b>0</b> %</td> <td>Gutters &amp; Downspouts</td> <td colspan="2"><b>Galv. Iron/Average</b></td> <td>Bath Floor</td> <td><b>Tile/Average</b></td> </tr> <tr> <td>Design (Style)</td> <td><b>Contemporary</b></td> <td><input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump</td> <td></td> <td>Window Type</td> <td colspan="2"><b>Aluminium/Avg.</b></td> <td>Bath Wainscot</td> <td><b>Tile/Average</b></td> </tr> <tr> <td>Year Built</td> <td><b>1943</b></td> <td></td> <td></td> <td>Storm Sash/Insulated</td> <td colspan="2"><b>None/Typical</b></td> <td>Car Storage</td> <td><input type="checkbox"/> None</td> </tr> <tr> <td>Effective Age (Yrs)</td> <td><b>30-35 Years</b></td> <td></td> <td></td> <td>Screens</td> <td colspan="2"><b>Yes/Partial</b></td> <td><input checked="" type="checkbox"/> Driveway</td> <td># of Cars <b>0</b></td> </tr> <tr> <td>Attic</td> <td><input type="checkbox"/> None <input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Floor <input type="checkbox"/> Scuttle <input type="checkbox"/> Finished <input type="checkbox"/> Heated</td> <td></td> <td>Heating</td> <td><input checked="" type="checkbox"/> FWA <input type="checkbox"/> HW <input type="checkbox"/> Radiant <input type="checkbox"/> Other <input type="checkbox"/> Fuel Gas</td> <td>Amenities</td> <td colspan="2"><input type="checkbox"/> WoodStove(s) # <b>0</b></td> <td>Driveway Surface</td> <td><b>Concrete</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td>Cooling</td> <td><input type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other None</td> <td><input type="checkbox"/> Fireplace(s) # <b>0</b></td> <td><input checked="" type="checkbox"/> Fence <b>Wood</b></td> <td><input checked="" type="checkbox"/> Garage</td> <td># of Cars <b>1</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td><input checked="" type="checkbox"/> Patio/Deck <b>Patio</b></td> <td><input type="checkbox"/> Porch <b>None</b></td> <td><input type="checkbox"/> Carport</td> <td># of Cars <b>0</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td><input type="checkbox"/> Pool <b>None</b></td> <td><input type="checkbox"/> Other <b>None</b></td> <td><input type="checkbox"/> Att. <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Built-in</td> <td></td> <td></td> </tr> <tr> <td colspan="10">Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe) <b>Hood</b></td> </tr> <tr> <td colspan="10">Finished area above grade contains: <b>8</b> Rooms <b>4</b> Bedrooms <b>2.0</b> Bath(s) <b>1,541</b> Square Feet of Gross Living Area Above Grade</td> </tr> <tr> <td colspan="10">Additional Features <b>The bathroom has a tub-shower and a skylight, a built-in one car garage with a roll-up wood door, a basement used for storage, and an open &amp; covered concrete patio at the rear yard.</b></td> </tr> <tr> <td colspan="10">Comments on the Improvements <b>The subject is in overall fair condition for the neighborhood. The floors in the bedrooms had a lot of wear and tear and needs to be replaced, all of the cabinet doors in the kitchen are missing, some of the doors and most of closet doors in the bedrooms are missing on the main floor, the window in the rear bedroom is broken and is missing a piece at the center and the walls to its closet has been torn off, and the cabinet door in the vanity in the bathroom was missing. The living room and hallway to the bedrooms has laminate floors in average condition. The downstairs living area has been included in the total gross living area, since it is being proposed as a legal an accessory dwelling unit (ADU).</b></td> </tr> </tbody></table>										GENERAL DESCRIPTION			FOUNDATION		EXTERIOR DESCRIPTION materials			INTERIOR materials		Units	<input type="checkbox"/> One <input checked="" type="checkbox"/> One w/Acc. unit <input type="checkbox"/>		<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space		Foundation Walls	<b>Concrete/Average</b>		Floors	<b>Hdwd/Tile/Fair</b>	# of Stories	<b>2</b>		<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls	<b>Vinyl Siding/Avg.</b>		Walls	<b>Drywall/Average</b>	Type	<input type="checkbox"/> Det. <input checked="" type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit		Basement Area	<b>0</b> sq. ft.	Roof Surface	<b>Rolled Comp/Avg.</b>		Trim/Finish	<b>Wood/Average</b>	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish	<b>0</b> %	Gutters & Downspouts	<b>Galv. Iron/Average</b>		Bath Floor	<b>Tile/Average</b>	Design (Style)	<b>Contemporary</b>	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump		Window Type	<b>Aluminium/Avg.</b>		Bath Wainscot	<b>Tile/Average</b>	Year Built	<b>1943</b>			Storm Sash/Insulated	<b>None/Typical</b>		Car Storage	<input type="checkbox"/> None	Effective Age (Yrs)	<b>30-35 Years</b>			Screens	<b>Yes/Partial</b>		<input checked="" type="checkbox"/> Driveway	# of Cars <b>0</b>	Attic	<input type="checkbox"/> None <input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Floor <input type="checkbox"/> Scuttle <input type="checkbox"/> Finished <input type="checkbox"/> Heated		Heating	<input checked="" type="checkbox"/> FWA <input type="checkbox"/> HW <input type="checkbox"/> Radiant <input type="checkbox"/> Other <input type="checkbox"/> Fuel Gas	Amenities	<input type="checkbox"/> WoodStove(s) # <b>0</b>		Driveway Surface	<b>Concrete</b>				Cooling	<input type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other None	<input type="checkbox"/> Fireplace(s) # <b>0</b>	<input checked="" type="checkbox"/> Fence <b>Wood</b>	<input checked="" type="checkbox"/> Garage	# of Cars <b>1</b>						<input checked="" type="checkbox"/> Patio/Deck <b>Patio</b>	<input type="checkbox"/> Porch <b>None</b>	<input type="checkbox"/> Carport	# of Cars <b>0</b>						<input type="checkbox"/> Pool <b>None</b>	<input type="checkbox"/> Other <b>None</b>	<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Built-in			Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe) <b>Hood</b>										Finished area above grade contains: <b>8</b> Rooms <b>4</b> Bedrooms <b>2.0</b> Bath(s) <b>1,541</b> Square Feet of Gross Living Area Above Grade										Additional Features <b>The bathroom has a tub-shower and a skylight, a built-in one car garage with a roll-up wood door, a basement used for storage, and an open &amp; covered concrete patio at the rear yard.</b>										Comments on the Improvements <b>The subject is in overall fair condition for the neighborhood. The floors in the bedrooms had a lot of wear and tear and needs to be replaced, all of the cabinet doors in the kitchen are missing, some of the doors and most of closet doors in the bedrooms are missing on the main floor, the window in the rear bedroom is broken and is missing a piece at the center and the walls to its closet has been torn off, and the cabinet door in the vanity in the bathroom was missing. The living room and hallway to the bedrooms has laminate floors in average condition. The downstairs living area has been included in the total gross living area, since it is being proposed as a legal an accessory dwelling unit (ADU).</b>									
	Dimensions	<b>27.52' x 57.54' x 25.48' x 73.96'</b>			Area	<b>1742 Sq.Ft. +/-</b>		Shape	<b>Irregular Rectangle</b>		View	<b>B;Res;City/Bay</b>																																																																																																																																																																																																																																																																											
	Specific Zoning Classification	<b>RH1</b>			Zoning Description	<b>Residential: Single Family Dwelling</b>																																																																																																																																																																																																																																																																																	
	Zoning Compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)																																																																																																																																																																																																																																																																																					
	Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.																																																																																																																																																																																																																																																																																						
	Utilities	<b>Public</b>	<b>Other (describe)</b>		<b>Public</b>	<b>Other (describe)</b>		<b>Off-site Improvements—Type</b>		<b>Public</b>	<b>Private</b>																																																																																																																																																																																																																																																																												
	Electricity	<input checked="" type="checkbox"/>			Water	<input checked="" type="checkbox"/>			Street	<b>Asphalt</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																																																																																																																																																																																																											
	Gas	<input checked="" type="checkbox"/>			Sanitary Sewer	<input checked="" type="checkbox"/>			Alley	<b>None</b>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																																																																																																																																																																																											
	Site Comments <b>Please see the attached addendum for comments on this section.</b>																																																																																																																																																																																																																																																																																						
IMPROVEMENTS	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">GENERAL DESCRIPTION</th> <th colspan="2">FOUNDATION</th> <th colspan="3">EXTERIOR DESCRIPTION materials</th> <th colspan="2">INTERIOR materials</th> </tr> </thead> <tbody> <tr> <td>Units</td> <td><input type="checkbox"/> One <input checked="" type="checkbox"/> One w/Acc. unit <input type="checkbox"/></td> <td></td> <td><input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space</td> <td></td> <td>Foundation Walls</td> <td colspan="2"><b>Concrete/Average</b></td> <td>Floors</td> <td><b>Hdwd/Tile/Fair</b></td> </tr> <tr> <td># of Stories</td> <td><b>2</b></td> <td></td> <td><input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement</td> <td></td> <td>Exterior Walls</td> <td colspan="2"><b>Vinyl Siding/Avg.</b></td> <td>Walls</td> <td><b>Drywall/Average</b></td> </tr> <tr> <td>Type</td> <td><input type="checkbox"/> Det. <input checked="" type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit</td> <td></td> <td>Basement Area</td> <td><b>0</b> sq. ft.</td> <td>Roof Surface</td> <td colspan="2"><b>Rolled Comp/Avg.</b></td> <td>Trim/Finish</td> <td><b>Wood/Average</b></td> </tr> <tr> <td><input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.</td> <td></td> <td>Basement Finish</td> <td><b>0</b> %</td> <td>Gutters &amp; Downspouts</td> <td colspan="2"><b>Galv. Iron/Average</b></td> <td>Bath Floor</td> <td><b>Tile/Average</b></td> </tr> <tr> <td>Design (Style)</td> <td><b>Contemporary</b></td> <td><input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump</td> <td></td> <td>Window Type</td> <td colspan="2"><b>Aluminium/Avg.</b></td> <td>Bath Wainscot</td> <td><b>Tile/Average</b></td> </tr> <tr> <td>Year Built</td> <td><b>1943</b></td> <td></td> <td></td> <td>Storm Sash/Insulated</td> <td colspan="2"><b>None/Typical</b></td> <td>Car Storage</td> <td><input type="checkbox"/> None</td> </tr> <tr> <td>Effective Age (Yrs)</td> <td><b>30-35 Years</b></td> <td></td> <td></td> <td>Screens</td> <td colspan="2"><b>Yes/Partial</b></td> <td><input checked="" type="checkbox"/> Driveway</td> <td># of Cars <b>0</b></td> </tr> <tr> <td>Attic</td> <td><input type="checkbox"/> None <input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Floor <input type="checkbox"/> Scuttle <input type="checkbox"/> Finished <input type="checkbox"/> Heated</td> <td></td> <td>Heating</td> <td><input checked="" type="checkbox"/> FWA <input type="checkbox"/> HW <input type="checkbox"/> Radiant <input type="checkbox"/> Other <input type="checkbox"/> Fuel Gas</td> <td>Amenities</td> <td colspan="2"><input type="checkbox"/> WoodStove(s) # <b>0</b></td> <td>Driveway Surface</td> <td><b>Concrete</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td>Cooling</td> <td><input type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other None</td> <td><input type="checkbox"/> Fireplace(s) # <b>0</b></td> <td><input checked="" type="checkbox"/> Fence <b>Wood</b></td> <td><input checked="" type="checkbox"/> Garage</td> <td># of Cars <b>1</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td><input checked="" type="checkbox"/> Patio/Deck <b>Patio</b></td> <td><input type="checkbox"/> Porch <b>None</b></td> <td><input type="checkbox"/> Carport</td> <td># of Cars <b>0</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td><input type="checkbox"/> Pool <b>None</b></td> <td><input type="checkbox"/> Other <b>None</b></td> <td><input type="checkbox"/> Att. <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Built-in</td> <td></td> <td></td> </tr> <tr> <td colspan="10">Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe) <b>Hood</b></td> </tr> <tr> <td colspan="10">Finished area above grade contains: <b>8</b> Rooms <b>4</b> Bedrooms <b>2.0</b> Bath(s) <b>1,541</b> Square Feet of Gross Living Area Above Grade</td> </tr> <tr> <td colspan="10">Additional Features <b>The bathroom has a tub-shower and a skylight, a built-in one car garage with a roll-up wood door, a basement used for storage, and an open &amp; covered concrete patio at the rear yard.</b></td> </tr> <tr> <td colspan="10">Comments on the Improvements <b>The subject is in overall fair condition for the neighborhood. The floors in the bedrooms had a lot of wear and tear and needs to be replaced, all of the cabinet doors in the kitchen are missing, some of the doors and most of closet doors in the bedrooms are missing on the main floor, the window in the rear bedroom is broken and is missing a piece at the center and the walls to its closet has been torn off, and the cabinet door in the vanity in the bathroom was missing. The living room and hallway to the bedrooms has laminate floors in average condition. The downstairs living area has been included in the total gross living area, since it is being proposed as a legal an accessory dwelling unit (ADU).</b></td> </tr> </tbody></table>										GENERAL DESCRIPTION			FOUNDATION		EXTERIOR DESCRIPTION materials			INTERIOR materials		Units	<input type="checkbox"/> One <input checked="" type="checkbox"/> One w/Acc. unit <input type="checkbox"/>		<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space		Foundation Walls	<b>Concrete/Average</b>		Floors	<b>Hdwd/Tile/Fair</b>	# of Stories	<b>2</b>		<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls	<b>Vinyl Siding/Avg.</b>		Walls	<b>Drywall/Average</b>	Type	<input type="checkbox"/> Det. <input checked="" type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit		Basement Area	<b>0</b> sq. ft.	Roof Surface	<b>Rolled Comp/Avg.</b>		Trim/Finish	<b>Wood/Average</b>	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish	<b>0</b> %	Gutters & Downspouts	<b>Galv. Iron/Average</b>		Bath Floor	<b>Tile/Average</b>	Design (Style)	<b>Contemporary</b>	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump		Window Type	<b>Aluminium/Avg.</b>		Bath Wainscot	<b>Tile/Average</b>	Year Built	<b>1943</b>			Storm Sash/Insulated	<b>None/Typical</b>		Car Storage	<input type="checkbox"/> None	Effective Age (Yrs)	<b>30-35 Years</b>			Screens	<b>Yes/Partial</b>		<input checked="" type="checkbox"/> Driveway	# of Cars <b>0</b>	Attic	<input type="checkbox"/> None <input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Floor <input type="checkbox"/> Scuttle <input type="checkbox"/> Finished <input type="checkbox"/> Heated		Heating	<input checked="" type="checkbox"/> FWA <input type="checkbox"/> HW <input type="checkbox"/> Radiant <input type="checkbox"/> Other <input type="checkbox"/> Fuel Gas	Amenities	<input type="checkbox"/> WoodStove(s) # <b>0</b>		Driveway Surface	<b>Concrete</b>				Cooling	<input type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other None	<input type="checkbox"/> Fireplace(s) # <b>0</b>	<input checked="" type="checkbox"/> Fence <b>Wood</b>	<input checked="" type="checkbox"/> Garage	# of Cars <b>1</b>						<input checked="" type="checkbox"/> Patio/Deck <b>Patio</b>	<input type="checkbox"/> Porch <b>None</b>	<input type="checkbox"/> Carport	# of Cars <b>0</b>						<input type="checkbox"/> Pool <b>None</b>	<input type="checkbox"/> Other <b>None</b>	<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Built-in			Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe) <b>Hood</b>										Finished area above grade contains: <b>8</b> Rooms <b>4</b> Bedrooms <b>2.0</b> Bath(s) <b>1,541</b> Square Feet of Gross Living Area Above Grade										Additional Features <b>The bathroom has a tub-shower and a skylight, a built-in one car garage with a roll-up wood door, a basement used for storage, and an open &amp; covered concrete patio at the rear yard.</b>										Comments on the Improvements <b>The subject is in overall fair condition for the neighborhood. The floors in the bedrooms had a lot of wear and tear and needs to be replaced, all of the cabinet doors in the kitchen are missing, some of the doors and most of closet doors in the bedrooms are missing on the main floor, the window in the rear bedroom is broken and is missing a piece at the center and the walls to its closet has been torn off, and the cabinet door in the vanity in the bathroom was missing. The living room and hallway to the bedrooms has laminate floors in average condition. The downstairs living area has been included in the total gross living area, since it is being proposed as a legal an accessory dwelling unit (ADU).</b>																																																																																																																												
	GENERAL DESCRIPTION			FOUNDATION		EXTERIOR DESCRIPTION materials			INTERIOR materials																																																																																																																																																																																																																																																																														
	Units	<input type="checkbox"/> One <input checked="" type="checkbox"/> One w/Acc. unit <input type="checkbox"/>		<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space		Foundation Walls	<b>Concrete/Average</b>		Floors	<b>Hdwd/Tile/Fair</b>																																																																																																																																																																																																																																																																													
	# of Stories	<b>2</b>		<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls	<b>Vinyl Siding/Avg.</b>		Walls	<b>Drywall/Average</b>																																																																																																																																																																																																																																																																													
	Type	<input type="checkbox"/> Det. <input checked="" type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit		Basement Area	<b>0</b> sq. ft.	Roof Surface	<b>Rolled Comp/Avg.</b>		Trim/Finish	<b>Wood/Average</b>																																																																																																																																																																																																																																																																													
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish	<b>0</b> %	Gutters & Downspouts	<b>Galv. Iron/Average</b>		Bath Floor	<b>Tile/Average</b>																																																																																																																																																																																																																																																																														
	Design (Style)	<b>Contemporary</b>	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump		Window Type	<b>Aluminium/Avg.</b>		Bath Wainscot	<b>Tile/Average</b>																																																																																																																																																																																																																																																																														
	Year Built	<b>1943</b>			Storm Sash/Insulated	<b>None/Typical</b>		Car Storage	<input type="checkbox"/> None																																																																																																																																																																																																																																																																														
	Effective Age (Yrs)	<b>30-35 Years</b>			Screens	<b>Yes/Partial</b>		<input checked="" type="checkbox"/> Driveway	# of Cars <b>0</b>																																																																																																																																																																																																																																																																														
	Attic	<input type="checkbox"/> None <input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input type="checkbox"/> Floor <input type="checkbox"/> Scuttle <input type="checkbox"/> Finished <input type="checkbox"/> Heated		Heating	<input checked="" type="checkbox"/> FWA <input type="checkbox"/> HW <input type="checkbox"/> Radiant <input type="checkbox"/> Other <input type="checkbox"/> Fuel Gas	Amenities	<input type="checkbox"/> WoodStove(s) # <b>0</b>		Driveway Surface	<b>Concrete</b>																																																																																																																																																																																																																																																																													
			Cooling	<input type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other None	<input type="checkbox"/> Fireplace(s) # <b>0</b>	<input checked="" type="checkbox"/> Fence <b>Wood</b>	<input checked="" type="checkbox"/> Garage	# of Cars <b>1</b>																																																																																																																																																																																																																																																																															
					<input checked="" type="checkbox"/> Patio/Deck <b>Patio</b>	<input type="checkbox"/> Porch <b>None</b>	<input type="checkbox"/> Carport	# of Cars <b>0</b>																																																																																																																																																																																																																																																																															
					<input type="checkbox"/> Pool <b>None</b>	<input type="checkbox"/> Other <b>None</b>	<input type="checkbox"/> Att. <input type="checkbox"/> Det. <input checked="" type="checkbox"/> Built-in																																																																																																																																																																																																																																																																																
Appliances <input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input checked="" type="checkbox"/> Other (describe) <b>Hood</b>																																																																																																																																																																																																																																																																																							
Finished area above grade contains: <b>8</b> Rooms <b>4</b> Bedrooms <b>2.0</b> Bath(s) <b>1,541</b> Square Feet of Gross Living Area Above Grade																																																																																																																																																																																																																																																																																							
Additional Features <b>The bathroom has a tub-shower and a skylight, a built-in one car garage with a roll-up wood door, a basement used for storage, and an open &amp; covered concrete patio at the rear yard.</b>																																																																																																																																																																																																																																																																																							
Comments on the Improvements <b>The subject is in overall fair condition for the neighborhood. The floors in the bedrooms had a lot of wear and tear and needs to be replaced, all of the cabinet doors in the kitchen are missing, some of the doors and most of closet doors in the bedrooms are missing on the main floor, the window in the rear bedroom is broken and is missing a piece at the center and the walls to its closet has been torn off, and the cabinet door in the vanity in the bathroom was missing. The living room and hallway to the bedrooms has laminate floors in average condition. The downstairs living area has been included in the total gross living area, since it is being proposed as a legal an accessory dwelling unit (ADU).</b>																																																																																																																																																																																																																																																																																							



# Residential Appraisal Report

C178  
File No. S0801019

FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Address	9 Apollo Street San Francisco, CA 94124	1034 Ingerson Avenue San Francisco, CA 94124	1915 Palou Avenue San Francisco, CA 94124	42 Bridgeview Drive San Francisco, CA 94124
Proximity to Subject		0.90 miles SE	0.34 miles NW	0.22 miles NE
Sale Price	\$ 0	\$ 1,050,000	\$ 888,000	\$ 1,375,000
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 976.74 sq. ft.	\$ 556.74 sq. ft.	\$ 572.92 sq. ft.
Data Source(s)	Inspection	SFMLS #484790 / DOM: 14	SFMLS #477589 / DOM: 47	SFMLS #483150 / DOM: 32
Verification Source(s)	Realist.com	Realist.com / Doc #K781849	Realist.com / Doc #K701230	Realist.com / Doc #K768429
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sale or Financing		Conventional	Cash Offer	Conventional
Concessions		None Reported	None Reported	None Reported
Date of Sale/Time	<b>Market Value</b>	COE: 06/13/19	COE: 12/06/18	COE: 05/20/19
Location	Residential St.	Residential St.	Light Access	Residential St.
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	1,742 Sq.Ft.	2,500 Sq. Ft.	2,334 Sq. Ft.	2,596 Sq. Ft.
View	B;Res City/Bay	Res;Street/Hills	Res;Street	B;Pano;City/Bay
Design (Style)	AT2;Contemp.	AT1;Traditional	DT1;Craftsman	AT2;Contemp.
Quality of Construction	Q4	Q3	Q4	Q3
Actual Age	76 Years	92 Years	107 Years	70 Years
Condition	C5	C3	C5	C3
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	8 4 2.0	5 2 1.0	6 3 1.0	9 4 3.0
Gross Living Area 110.00	1,541 sq. ft.	1,075 sq. ft.	1,595 sq. ft.	2,400 sq. ft.
Basement & Finished	Legl Accessr Unit	Unprmtd In-law	Unprmtd In-law	Legl Accessr Unit
Rooms Below Grade	1/1, Kit, L/R	1/1, Kit., L/R	2/1, Kit, L/R	Studio, Bath, Kit.
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Fau / No A/C	Fau / No A/C	Fau / No A/C	Fau / No A/C
Energy Efficient Items	No Solar Panels	No Solar Panels	No Solar Panels	Solar Panels
Garage/Carport	1 Car Garage	1 Car Garage	2 Car Garage	1 Car Garage
Porch/Patio/Deck	Open/Cov'd Patio	Patio / Wd Deck	Open c/c Patio	Solarm w/B.I. Sp
Kitchen	Differed Kitchen	Remod. Kitchen	Updated Kitchen	Remod. Kitchen
Kitchen	Dated Baths	Remod. Bath	Dated Baths	Remod. Baths
Listing Price	LP: \$ n/a	LP: \$899,000	LP: \$798,888	LP: \$1,295,000
Net Adjustment (Total)		\$ 8,500	\$ 70,000	\$ 334,500
Adjusted Sale Price of Comparables		\$ 1,041,500	\$ 958,000	\$ 1,040,500
Summary of Sales Comparison Approach Please see the attached addendum for comment on this section.				
Indicated Value by Sales Comparison Approach \$ 955,000				
Please see the attached addendum for comments on this section.				
Discussion of methods and techniques employed, including reason for excluding an approach to value: The income approach was not utilized in this analysis due to lack of reliable rental data within the subject's immediate market neighborhood, as well as, residences in this area are not typically purchased for their rental income. In addition, the subject was an owner occupied home during the effective date of this report. The cost approach was not utilized due to lack of vacant land sales in the area, as well as the inconsistent prices of materials in the area. Therefore, most emphasis is placed on the sales comparison approach, since it best indicates the interactions of the buyers/sellers activity in the general market area.				
Reconciliation comments: Please see the attached addendum for comments on this section.				
Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report as of 09/06/2019, which is the effective date of this appraisal, is				
<input checked="" type="checkbox"/> Single point \$ 955,000 <input type="checkbox"/> Range \$ to \$ <input type="checkbox"/> Greater than <input type="checkbox"/> Less than \$				
This appraisal is made <input type="checkbox"/> "as is," <input checked="" type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed <input type="checkbox"/> subject to the following:				
Please see the attached addendum for comments on this section.				



C178  
File No. S0801019

## SALES COMPARISON APPROACH



C178

File No. S0801019

[illegible]



**Scope of Work, Assumptions and Limiting Conditions**

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar "expert", unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

**Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.**

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
11. **The ACI General Purpose Appraisal Report (GPAP<sup>TM</sup>) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).**

**Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions**



# Residential Appraisal Report

C178  
File No. S0801019

## Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

## Additional Certifications

None

Definition of Value ☒ Market Value ☐ Other Value

Source of Definition: From Freddie Mac

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of traditional or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustments should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

ADDRESS OF THE PROPERTY APPRAISED:

9 Apollo Street  
San Francisco, CA 94124

EFFECTIVE DATE OF THE APPRAISAL: 09/06/2019

APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 955,000

## APPRAISER

Signature: 

Name: Max E. Mendoza

Company Name: Appraisal Express & Investments

Company Address: 321 Noe Street, Suite #301

San Francisco, CA 94114

Telephone Number: (415) 271-9784

Email Address: sfappraisalexpress@gmail.com

State Certification #

or License # AL011277

or Other (describe): State #:

State: CA

Expiration Date of Certification or License: 07/16/2020

Date of Signature and Report: 09/12/2019

Date of Property Viewing: 09/06/2019

Degree of property viewing:

☒ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

## SUPERVISORY APPRAISER

Signature:

Name:

Company Name:

Company Address:

Telephone Number:

Email Address:

State Certification #

or License #

State:

Expiration Date of Certification or License:

Date of Signature:

Date of Property Viewing:

Degree of property viewing:

☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view



## ADDENDUM

Client: Private Appraisal	File No.: S0801019
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

  
**Neighborhood Description**

The subject is located in a residential neighborhood better known as the Silver Terrace District. Most of the properties in the area consists predominantly of average to good quality urban-row homes with various styles and sizes. Several of the homes in the neighborhood afford views of the city lights, downtown San Francisco, the Bay Bridge, and/or the San Francisco Bay. Most of the homes in the neighborhood are typically average to well maintained. All major necessities are well with 5-8 minutes drive to the subject. Commute to local employment centers is approximately 2.5-40 miles from the subject.

**Neighborhood Market Conditions**

Property values in the subject's neighborhood are currently stabilizing at the present time. However, most of the homes sold within the last three months have been selling above their list price, since most of the homes in the area are strategically listed below their fair market value in order to increase foot traffic or interest on the property. The marketing time for the area is approximately 1-3 months and is noted to have been stable in the past 12 months. The statistical data provided on this report were extracted from the local MLS board (SFARMLS). Also, please see the attached form 1004MC to view the overall market condition for similar and competing properties in the Silver Terrace neighborhood.

The subject's market area favor standard conventional and government financing. The area does not appear to have a prevalence on loan discounts, interest buydowns or other sales concessions that would impact a property's marketability.

**Site Comments**

There were no apparent adverse easements, encroachments, or special assessments noted during the time of inspection.

The subject is located on a quiet street. No external obsolescence was noted on or near the subject property.

The subject's site is single family, residentially zoned lot with good utility. The streets are fully improved with curbs, gutters and sidewalks. The zoning information was derived from National Data Collective (NDC), Realist.com or other deemed reliable sources. However, the accuracy of the data cannot be guaranteed.

A preliminary title report was not provided for review and should be reviewed for conditions that may have an adverse influence on the subject's value. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised of the title to it. The appraiser assumes that the title is good and marketable and therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

The city of San Francisco does not participate in the FEMA emergency flood map program.

**Comments on Sales Comparison**

The comparable selection and valuation analysis is governed by the principle of substitution: a buyer will not pay more for one property than another that is equally desirable. When determinable, adjustments for significant differences in improvements were derived by matched paired analysis or the abstraction method. When not possible or practical, bracketing and/or the appraiser's knowledge and experience of the market area was utilized in determining the appropriate adjustments for differences. The appraiser searched for all available information utilizing the county records, multiple listing board (SFAR), national data collective (ndcdata.com), realist.com and previous appraisal reports completed within the subject's market neighborhood. These sources combined with conversations with real estate professionals from the area were considered. The comparables utilized in this report were determined to be the best available at the time of inspection.

My comparable search and results were based on utilizing the county records, Multiple Listing Service (SFAR), National Data Collective (ndcdata.com), and previous appraisal reports completed within the subject's market neighborhood. These sources combined with possible conversations with real estate professionals from the local area were considered. The comparable sales included in this report are considered to be the best available at the time of inspection and are utilized for their similar square footage, lot size, age, condition, amenities, and proximity to the subject property. In addition, comparable was selected based on 25%+/- of the subject's total gross living area, have sold within the last 6 months, and located within a mile radius to the subject. Based on these criteria, the appraiser was able to locate **23** comparable closed sales and 3 competing listings in the area.

Site value is based on an extraction method of recent sales of developed properties that are similar in size to the subject and utility of land within the subject's market area. Land to improvements ratio is considered to be typical for similar quality homes in the area.

Adjustments for site value are based on market reaction within the subject's neighborhood of typical lot sizes and conformity to other properties in the area. The market reaction to the amount of excess land between the subject and the comparables are considered to be buyers preference for this segment of the real estate market. Therefore, after further evaluation, adjustment no for site size was deemed necessary.

Variance in gross living area was adjusted at **\$110.00** per square foot at a difference of one hundred square feet and larger and rounded.

**Comparable #1** This is a smaller home adjusted for its inferior view amenity, better quality of construction with higher end finished and more detailed craftsmanship, superior condition of its improvements, since it has been better maintained & updated than the subject, inferior bedroom & bathroom count, for its unpermitted inlaw/accessory unit, superior remodeled kitchen and remodeled bath.

Comments from MLS: Sweet Spot in Bayview. This home is handsome, rich in period details with an open floor plan and lots of light. The main level has a large living room, bay windows, and fireplace. It's open, double parlor style, with a formal dining



# ADDENDUM

Client: Private Appraisal	File No.: S0801019
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

room w/beautiful coved ceilings and vintage light fixtures. Bright kitchen has views toward downtown, Salesforce Tower in the distance;) 2 lovely bedrooms and a full bath. Perfect for guests/family or au-pair, the lower level features unwarranted bonus space w/a 3rd bedroom, full bath with shower, separate entrance & direct access to a bright deck overlooking the garden. Bring your book and BBQ. Huge garage and more storage under the house. Must see this classic San Francisco home in residential Bay View Heights, a well-loved neighborhood with easy access to T-Line and HWY 101.

**Comparable #2** This is a similar size home adjusted for its inferior location on a light neighborhood access street, inferior street view amenity, inferior bedroom & bathroom count, inferior finished in-law/accessory unit, since it was complete without permits, superior second bedroom in the inlaw unit, additional enclosed parking space, and for its superior updated kitchen. This property is reported to be a fixer upper and was considered to have similar overall condition to the subject.

Comments from MLS: A diamond in the rough! This 5 bedroom/2 bath Fixer with craftsman period details boasts a formal living room with a wood-burning fireplace and built-in bookshelves, formal dining room, updated kitchen, 2 car s/s garage, and hardwood floors throughout. Minutes to major thoroughfares, amenities, schools and transportation. Property sold as-is. Public records bed/bath count differ - buyers responsibility to verify. Lower level living space unwarranted.

**Comparable #3** This is a a much larger size home located in the subject's immediate market neighborhood. It was adjusted for its superior panoramic city lights, Downtown San Francisco, and the San Francisco Bay, better quality of construction with higher end finished and better craftsmanship, additional bathroom count, larger gross living area, superior solar panels, superior solarium with a built-in spa, and for its superior remodeled kitchen & baths. This property has a legal Accessory unit at the basement area of the house.

Comments from MLS: Beautiful 3-level view house in Silver Terrace perched at top of hill, just a short stroll to rapidly developing 3rd Street corridor. Sweeping, spectacular views of the Bay, SF Skyline, East Bay & more! Lovely 1940's architecture. Has 4 BR, 3 BA, formal living & dining rooms, remodeled kitchen & bathrooms, incredible solarium with hot tub, yard, garage! Electric car charger, solar panels + lots of extras! A great property!

**Comparable #4** This is a similar size home located in the competing Bayview neighborhood. It was adjusted for its inferior street view amenity, slightly better overall condition of its improvements, superior bedrooms in the in-law/accessory unit, and for its superior remodeled kitchen & updated baths. This property has a permitted two bedroom in-law/accessory unit.

Comments from MLS: Located in the San Francisco's Tech forward Bayview District is a cozy 5BD/2BTH Single Family Home. Main level offers 3BD/1BTH, formal living room, kitchen dining room combo, hardwood floors throughout and views of the hills. Lower level has 2BD/ 1BTH permitted in-law unit with separate entrance, kitchen and living room space. Great home with potential to rent downstairs. Garage comes with laundry unit and plenty of storage space. Backyard is great for entertaining guests and hosting gatherings. Home also has great potential for investor or first-time home buyer! Conveniently located only a few blocks away to 3rd Street Muni T Line. Close to 101/280 freeways for easy commute; SF Downtown, AT&T Park, New Golden State Warriors Stadium, UCSF, Google, grocery stores, coffee shops. Quick trip to downtown. Great Location. Agent Main level & In-law unit are both owner occupied, will need 24hr notice to show, please call listing agent for instructions. MOTIVATED SELLER!

**Comparable #5** This is a smaller home adjusted for its inferior location in a less desirable neighborhood, inferior street view amenity, better overall condition of its improvements, additional enclosed parking spaces, and for its superior remodeled kitchen & baths. This property has a permitted one bedroom in-law/accessory unit like the subject.

Comments from MLS: Owner occupied !!! No tenant !!! Great opportunity to own this bright , well maintained home located in the sunny Bayview . Main level offers 2BD/1BTH, formal living room, kitchen dining room combo, Lower level has 1BD/ 1BTH permitted in-law unit and living space with separate entrance. Rare side-by-side 2-car garage. Backyard is great for entertaining guests and hosting gatherings. Home also has great potential for investor or first-time home buyer! Conveniently located only a few blocks away to 3rd Street Muni T Line. Close to 101/280 freeways for easy commute; SF Downtown, AT&T Park, New Golden State Warriors Stadium, UCSF, Google, grocery stores, coffee shops. Quick trip to downtown. Great Location.

**Comparable #6** This is also a smaller home from the neighboring Bayview Heights area. It was adjusted for its inferior view amenity, better quality of construction, inferior bedroom & bathroom count, smaller gross living area, inferior wall heating system, and for its superior updated kitchen. This property has two proposed in-law/accessory units to be converted on the property. It was considered to offset the subject's legal in-law/accessory unit.

Comments from MLS: Fixer Upper! Exceptional opportunity for owner user, investor or contractor in a desirable Bayview Heights! Main level consists of 2 BR 1 BA, LR w fireplace, a FDR & a sizable kitchen. A sunroom & an office room off the kitchen. Ground floor consists of an unwarranted 2 BR 1 BA. Potential for legalizing for Accessory Dwelling Unit (ADU) for 2nd unit on the ground floor & the lower level. The lower floor features an unwarranted family room & a bath. Separate entrance. One car parking garage & a low maintenance yard. Proximity to Bayview Playground, Bayview Park, Candlestick Point Recreation Area & much more. Easy access to freeway, Muni T-Line to downtown/UCSF/Giants stadium and the Muni 29 line that goes all the way to the Presidio.

**Comparable #7** This is a listing located on the same street as the subject. It was included to reflect the current market trend for similar size homes in the neighborhood and for its similar permitted legal in-law/accessory unit as the subject. It was adjusted for its inferior street view amenity, since it is located closer to the base of the foothills, better overall condition of its improvements, since it has been better maintained & updated than the subject, and for its superior remodeled kitchen & baths. It was further adjusted for its inferior half bath in the in-law/accessory unit.

Comments from MLS: Gorgeous SFR with in-law unit! Conveniently located in the Silver Terrace neighborhood. Newly renovated throughout! Newly updated kitchens with new stainless-steel appliances, new flooring, fresh exterior and interior paint, new garage door and security gate. New doors and windows throughout property. Newly updated bathrooms. New gas pipes from house meter to water heater and furnace, roof, skylight. Layout; a courtyard entryway leads to the upper level with hardwood floors throughout and lots of light. The floor plan has 2 bedrooms overlooking the garden including the master



## ADDENDUM

Client: Private Appraisal	File No.: S0801019
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

bedroom. The main bathroom is centrally located down the hall. The living room has a wood burning fireplace and is next to the formal dining room and kitchen. The ground level has an addition of a bedroom and 1/2 bath. The garage parks one car and has hook-ups for washer and dryer. Conveniently located near shopping, transportation and freeway.

The appraiser has not performed any prior services, appraisal, or valuation assignments relating to the subject property within the past (3) three years as an appraiser, or in any other capacity.

The subject's utilities were turned on and operational during the time of inspection.

More weight was given to comparable sale #2, #4 and #6, since they had the fewest gross adjustments. Comparable #7 was included mainly to reflect the current market trend for similar and competing properties with legalized in-law/accessory unit.

### Conditions of Appraisal

The purpose of this appraisal is to determine the Fair Market Value of the subject property. The property rights appraised are the fee simple interest in the site and improvements.

The final value estimated value of the property is subject to the lower level of the house, to be converted as a legal (ADU) "Accessory Dwelling Unit".

This appraisal report was prepared in the "electronic data interchange" (EDI) format. The report can be transported electronically by edi or pdf procedures. The signatures that are ascribed on the appropriate pages of this report requiring a signature are compliant with federal and state laws and are a true representation of the appraisers signature who conducted this report. Furthermore, uspap and the appraisal standards board states that electronically affixing a signature to a report has the same level of authenticity and responsibility as an ink signature on a paper appraisal report. The signatures in this report have a security feature maintained by individual passwords. The ascribed appraiser maintains that, to the best of his knowledge, no person can alter the appraisal with the exception of himself.

The appraiser is not an expert in the field of building inspection, wood infestation or engineering. An expert in the field of engineering and/or seismic hazard detection should be consulted if an analysis of seismic safety and seismic structural safety is desired. The appraisal should not be relied upon as to whether seismic problem exists, or does not actually exist. Except as specifically indicated in this appraisal, no reports, disclosure statements, certified hazard zone report, studies and/or surveys were presented and/or reviewed by this appraiser that would negatively impact the property other than those mentioned specifically in the body of the report.

Additionally, the existence of hazardous substances and/or materials without limitation that may be present on the property. The appraiser does not possess the expertise to test or identify hazardous substances or environmental conditions that may affect the value of the property. The indicated value is predicated on the assumption that no such condition exists on the property or in such proximity to cause a loss in value. No responsibility is assumed. The client is urged to retain experts in the appropriate fields to consult in regard to hazardous substances or materials.

Complete Visual Inspection Does Not Include: When applicable, the inspection of the attic or crawlspace (beyond head or shoulder), activation and testing of mechanical systems, including, but not limited to, private well & septic systems, furnace, air conditioning systems, garage door operation, built-in appliances, plumbing, electrical system or fireplace where applicable. Complete visual inspection does not include moving personal property to inspect various items, checking for code compliance or checking windows or doors for functional use. This appraisal report is intended value purposes only and is limited to what this appraiser can view from grade level and is not to be used as a home inspection. This appraiser is not a home inspector, contractor, termite inspector, environmental inspector or structural engineer and therefore is not an expert in foundation walls, exterior walls, gutters and downspouts, termites, mold or mechanical systems and can only comment on items that are readily observable at the time of observing the property. This appraisal report is not a home inspection, this appraiser only performed a visual observation of accessible areas and the appraisal report cannot be relied upon to disclose conditions, environmental problems and/or defects in the property.

The value conclusions stated herein are as of the effective date as stated in the body of the appraisal. The attached report contains the description, analysis, and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

The appraiser has prepared this appraisal in full compliance with the home valuation code of conduct and has not performed, participated in, or been associated with any activity in violation of the code.

The appraiser certifies that the client/lender, the AMC or the borrower noted on this appraisal report did not improperly influence or attempt to improperly influence the outcome of this appraisal by doing any of the things prohibited by Section 1(B) of the Appraiser Independence Requirements, effective 10/15/2010.

The appraiser has no current or prospective interest in the subject property or the parties involved: and no services were performed by the appraiser within the 3 year period immediately preceding acceptance of this assignment, as an appraiser or in any capacity.



**Condition Ratings and Definitions**

**C1** The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.\*

*\*Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

**C2** The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

*\*Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

**C3** The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

*\*Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

**C4** The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

*\*Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

**C5** The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

*\*Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

**C6** The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

*\*Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

**Quality Ratings and Definitions**

**Q1** Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

**Q2** Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

**Q3** Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

**Q4** Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

**Q5** Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

**Q6** Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

**Definitions of Not Updated, Updated, and Remodeled****Not Updated**

**Little or no updating or modernization. This description includes, but is not limited to, new homes.**

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical /functional deterioration.

**Updated**

**The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.**

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

**Remodeled**

**Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/ or expansion.**

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

**Explanation of Bathroom Count**

The number of full and half baths is reported by separating the two values by a period. The full bath is represented to the left of the period. The half bath count is represented to the right of the period. Three-quarter baths are to be counted as a full bath in all cases. Quarter baths (baths that feature only toilet) are not to be included in the bathroom count.



Abbrev.	Full Name	Appropriate Fields	Abbrev.	Full Name	Appropriate Fields
ac	Acre	Area, Site	in	Interior Only Stairs	Basement & Finished Rooms Below Grade
AdjPrk	Adjacent to Park	Location	Lndfl	Landfill	Location
AdjPwr	Adjacent to Power Lines	Location	LtdSght	Limited Sight	View
A	Adverse	Location & View	Listing	Listing	Sale or Financing Concessions
ArmLth	Arms Length Sale	Sale or Financing Concessions	MR	Mid-Rise Structure	Design(Style)
AT	Attached Structure	Design(Style)	Mtn	Mountain View	View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade	N	Neutral	Location & View
br	Bedroom	Basement & Finished Rooms Below Grade	NonArm	Non-Arms Length Sale	Sale or Financing Concessions
B	Beneficial	Location & View	op	Open	Garage/Carport
BsyRd	Busy Road	Location	o	Other	Basement & Finished Rooms Below Grade
cp	Carport	Garage/Carport	O	Other	Design(Style)
Cash	Cash	Sale or Financing Concessions	Prk	Park View	View
CtySky	City View Skyline View	View	Pstrl	Pastoral View	View
CtyStr	City Street View	View	PwrLn	Power Lines	View
Comm	Commercial Influence	Location	PubTrn	Public Transportation	Location
c	Contracted Date	Date of Sale/Time	rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Conv	Conventional	Sale or Financing Concessions	Relo	Relocation Sale	Sale or Financing Concessions
cv	Covered	Garage/Carport	REO	REO Sale	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concessions	Res	Residential	Location & View
DOM	Days On Market	Data Sources	RT	Row or Townhouse	Design(Style)
DT	Detached Structure	Design(Style)	RH	Rural Housing - USDA	Sale or Financing Concessions
dw	Driveway	Garage/Carport	SD	Semi-detached Structure	Design(Style)
Estate	Estate Sale	Sale or Financing Concessions	s	Settlement Date	Date of Sale/Time
e	Expiration Date	Date of Sale/Time	Short	Short Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions	sf	Square Feet	Area, Site, Basement
g	Garage	Garage/Carport	sqm	Square Meters	Area, Site, Basement
ga	Garage - Attached	Garage/Carport	Unk	Unknown	Date of Sale/Time
gbi	Garage - Built-in	Garage/Carport	VA	Veterans Administration	Sale or Financing Concessions
gd	Garage - Detached	Garage/Carport	wo	Walk Out Basement	Basement & Finished Rooms Below Grade
GR	Garden Structure	Design(Style)	wu	Walk Up Basement	Basement & Finished Rooms Below Grade
GlfCse	Golf Course	Location	WtrFr	Water Frontage	Location
Glfvw	Golf Course View	View	Wtr	Water View	View
HR	High Rise Structure	Design(Style)	w	Withdrawn Date	Date of Sale/Time
Ind	Industrial	Location & View	Woods	Woods View	View

[illegible]



# Market Conditions Addendum to the Appraisal Report

C178

File No. S0801019

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address **9 Apollo Street** City **San Francisco** State **CA** Zip Code **94124**  
Borrower **Sandy & Quintin Donnelly**

**Instructions** The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	18	9	14	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	3.00	3.00	4.67	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	n/a	n/a	3	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab. Rate)	n/a	n/a	0.64	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
<b>Median Sale &amp; List Price, DOM, Sale/List %</b>	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	\$922,500	\$950,000	\$1,010,000	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	33	22	18	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	\$874,000	\$899,000	\$873,500	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	n/a	n/a	9	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	105.55%	105.67%	115.63%	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller (developer, builder, etc.) paid financial assistance prevalent?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.).  
Most of the homes in the neighborhood are sold "as is" with little or no credits given to the buyer(s). If they exist at all they are usually always market accepted. There are no buy-downs noted in this market area of San Francisco. No information could be provided on most of the shaded areas above, since the local MLS Board has no search features to determine how many listings were available during a certain time frame in the past.

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).  
The subject's market area is not REO driven at the present time.

Cite data sources for above information. The information noted in this analysis were extracted from the local MLS board (SFMLS).


Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.  
The statistical data provided on this report were extracted from the local MLS board (SFMLS). Although the data above is suggesting that property values are on the rise, they are actually stabilizing at the present time. Based on properties within 1,225-1,850 square feet in the area, property values for these size of home appears to be stabilizing at the present time. However, most of the homes sold in the last six months have been selling above their list price, since most of them are strategically listed below fair market value in order to increase foot traffic and interest on the property. The marketing time for the neighborhood is approximately 1-3 months when priced realistically. The median price for the neighborhood has been stable in the past 12 months. The current-3 months time frame has a higher total volume of sales, since the summer months tend to be the hottest time of the year.

If the subject is a unit in a condominium or cooperative project, complete the following				n/a	Project Name	n/a
Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☒ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.  
This section is not applicable for the subject property.

Summarize the above trends and address the impact on the subject unit and project. This section is not applicable for the subject property.

## APPRAISER

Signature   
Name Max E. Mendoza  
Company Name Appraisal Express & Investments  
Company Address 321 Noe Street, Suite #301  
San Francisco, CA 94114  
State License/Certification # AL011277 State CA  
Email Address sappraisalexpress@gmail.com

## SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
State License/Certification # \_\_\_\_\_ State \_\_\_\_\_  
Email Address \_\_\_\_\_



# SUBJECT PROPERTY PHOTO ADDENDUM

Client: Private Appraisal

File No.: S0801019

Property Address: 9 Apollo Street

Case No.: C178

City: San Francisco

State: CA

Zip: 94124



**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: September 6, 2019  
Appraised Value: \$ 955,000



**REAR VIEW OF  
SUBJECT PROPERTY**



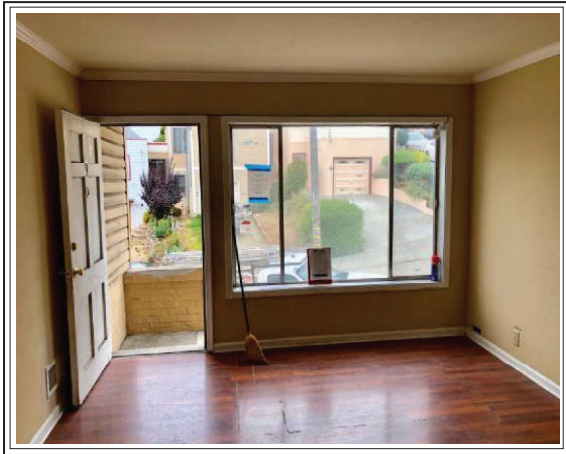
**STREET SCENE**



### Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

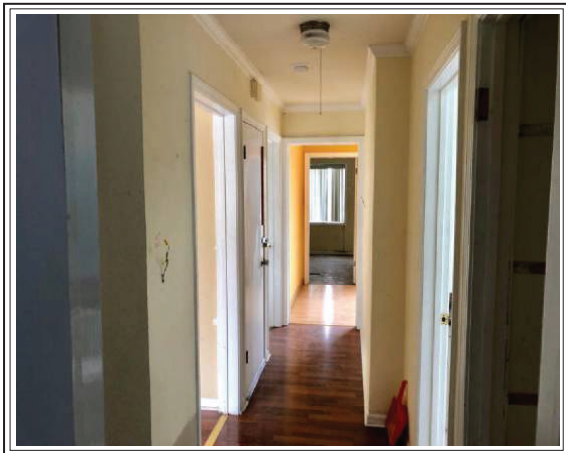
File No.: S0801019  
Case No.: C178  
State: CA Zip: 94124



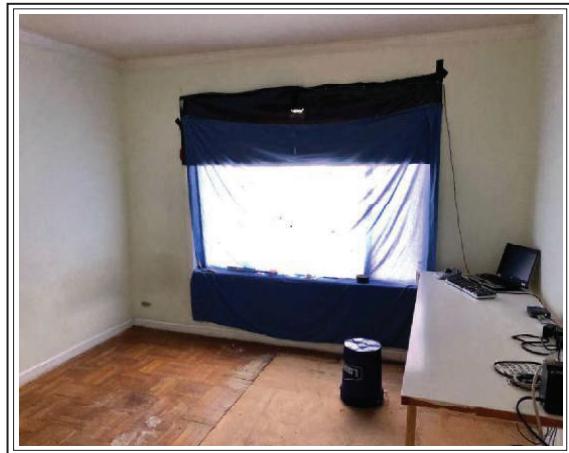
View of the Front Entry Door & Living Room



Additional View of the Living Room



View of the Hallway to the Bedrooms, Bath, and Kitchen



View of Bedroom #1  
Front Bedroom above the Garage



Additional View of Bedroom #1  
Missing closet door



Floor of Bedroom #1



### Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0801019  
Case No.: C178  
State: CA Zip: 94124



Hallway Closet to Bedroom #1  
Missing closet door



View of Full Bathroom  
Missing cabinet door



Additional View of the Bathroom  
On the main floor



Skylight in the Bathroom



View of Bedroom #2



Additional View of Bedroom #2  
No closet door



# Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0801019  
Case No.: C178  
State: CA Zip: 94124



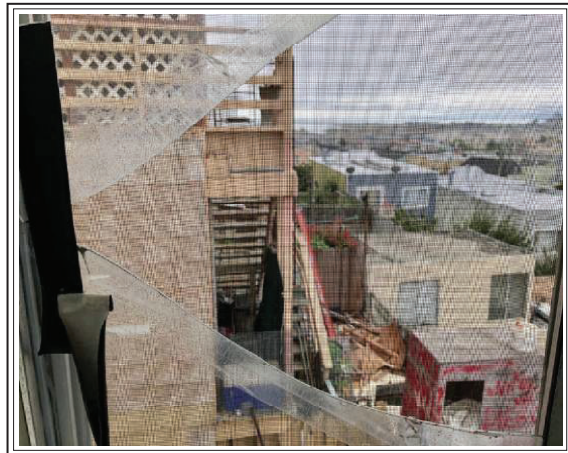
Additional View of Bedroom #2  
Missing door



View of Bedroom #3  
Tore closet wall and door off



Additional View of Bedroom #3



View of Broken Window in Bedroom #3



View of the Kitchen & Dining Area  
Missing all cabinet doors



Additional View of the Kitchen



# Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0801019  
Case No.: C178  
State: CA Zip: 94124



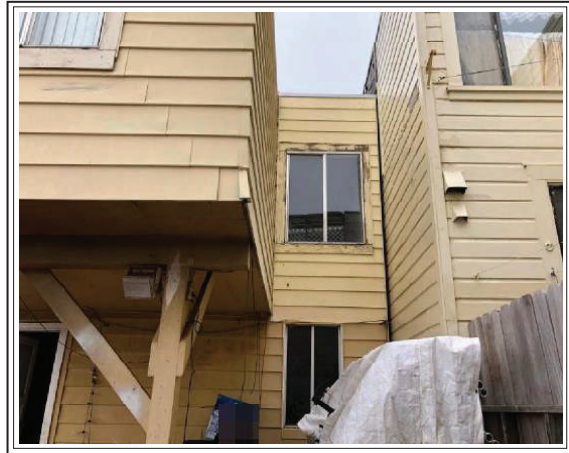
Left Rear View of the Subject



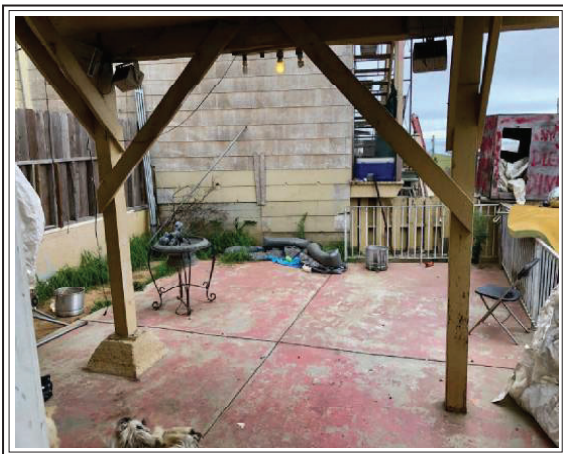
Additional Rear View of the Subject



Right Rear View of the Subject



Additional Right Rear View of the Subject



View of the Rear Yard



Additional View of the Rear Yard



Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

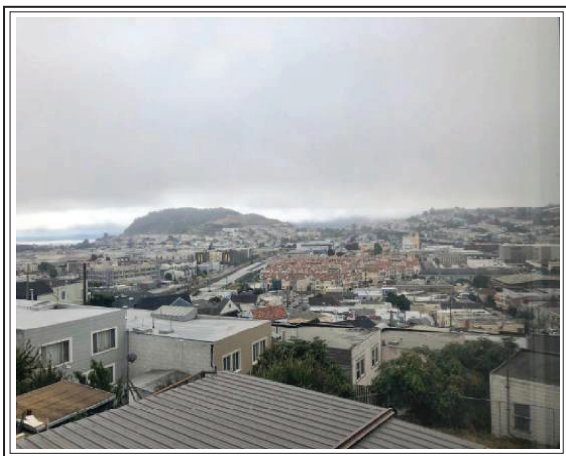
File No.: S0801019  
Case No.: C178  
State: CA Zip: 94124



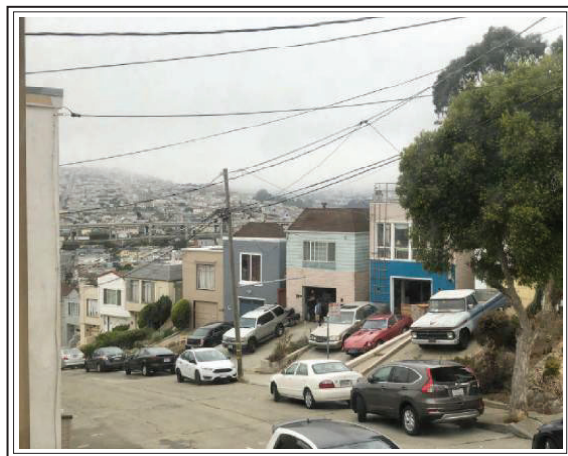
View from the Rear of the House



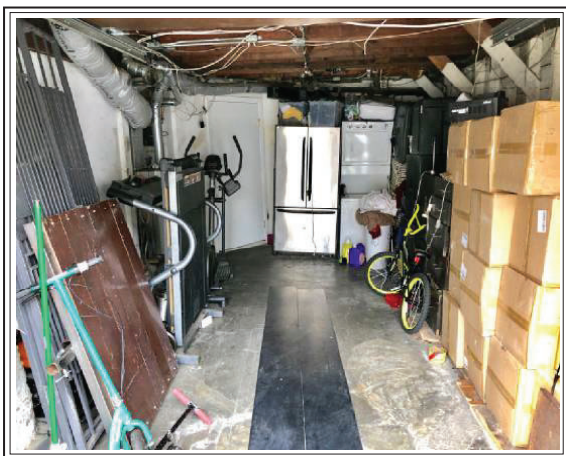
Additional View from the Rear of the House



Additional View from the Rear of the House



View from the Front of the House  
From the Living Room



Interior View of the Garage



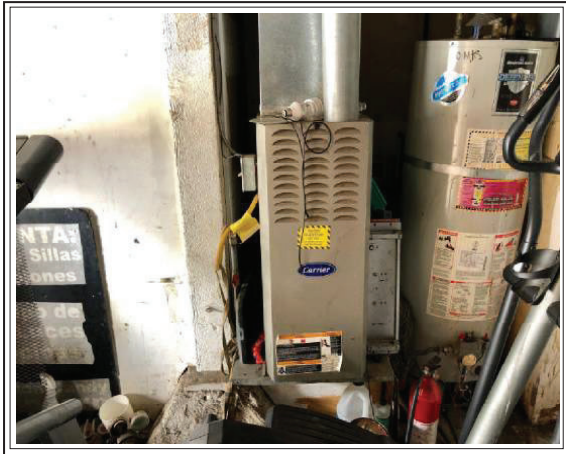
View of the Smoke Detector  
No CO2 detector found inside the house



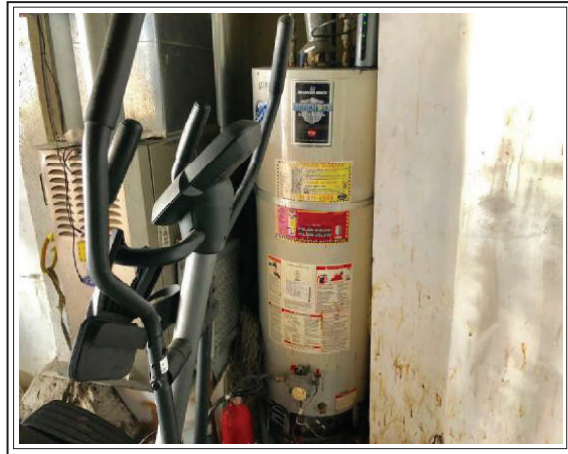
# Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0801019  
Case No.: C178  
State: CA Zip: 94124



View of Subject's Forced Air Heating System



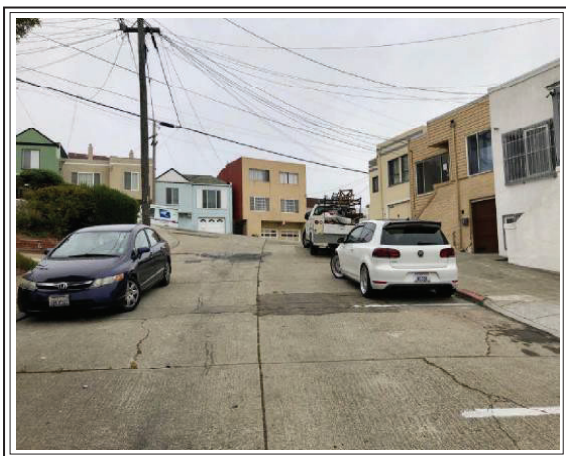
View of Subject's Single Strapped Water Heater  
Missing another strap on the water heater



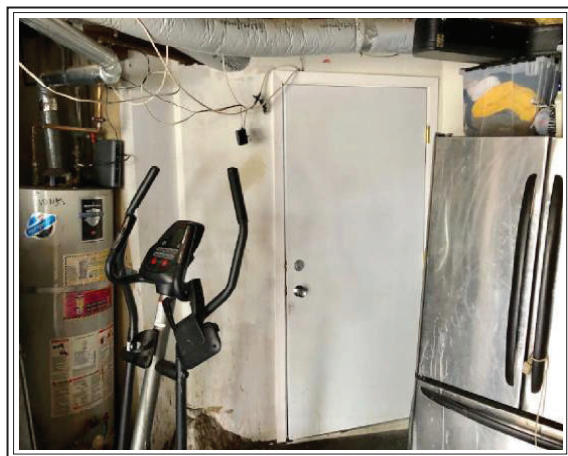
Updated Electrical Panel & Circuit Breakers



Additional Front View of the Subject



Additional Street View of the Subject



Front Entry Door to the Accessory Unit



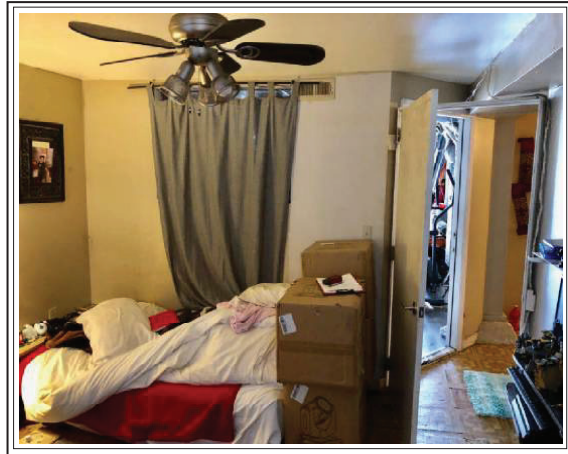
## Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0801019  
Case No.: C178  
State: CA Zip: 94124



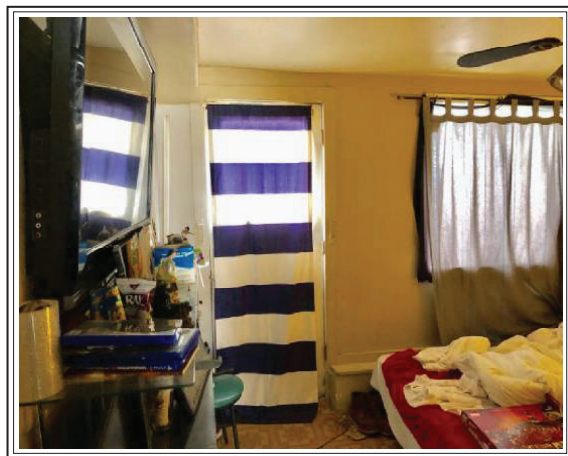
The Hallway of the Accessory Unit



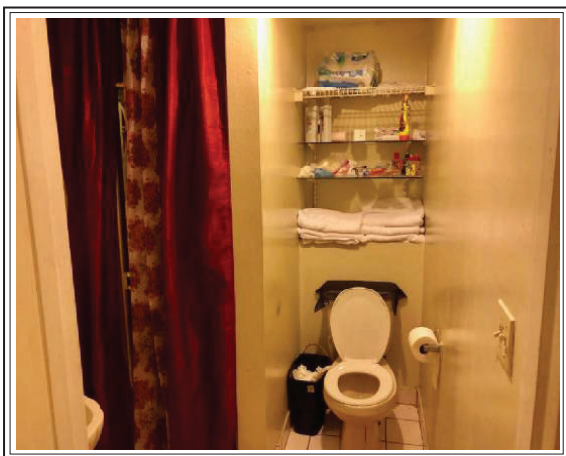
View of the Living Room in the Accessory Unit



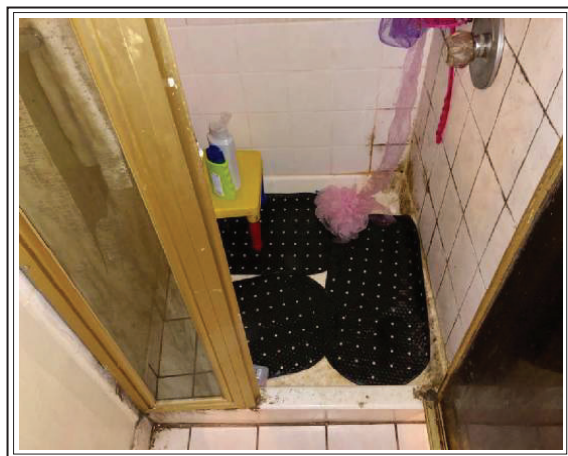
Additional View of the Living Room in the Accessory Unit



Door in the Living Room Leads to the Rear Yard



View of the Bathroom in the Accessory Unit



Additional View of the Bathroom in the Accessory Unit



## Subject's Additional Photos

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

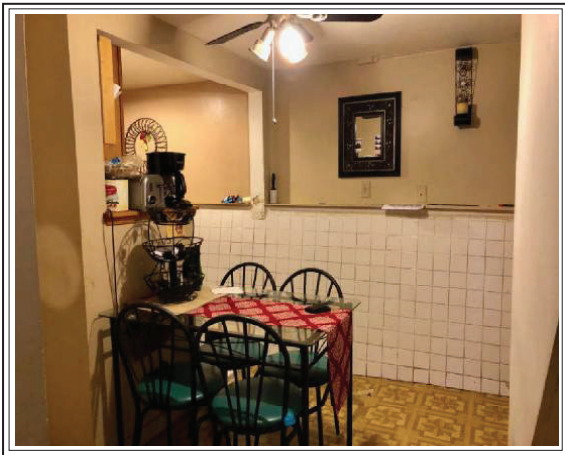
File No.: S0801019  
Case No.: C178  
State: CA Zip: 94124



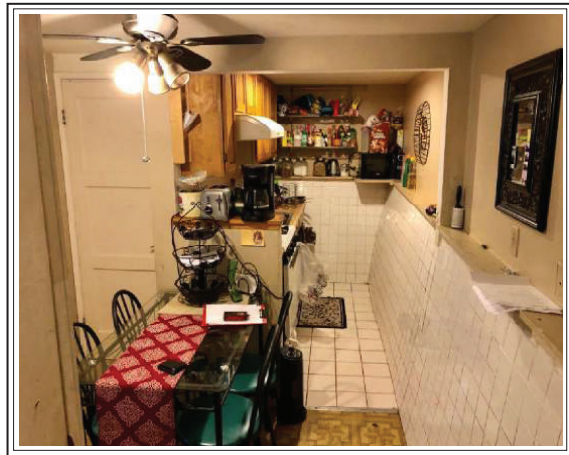
Additional View of the Bathroom in the Accessory Unit



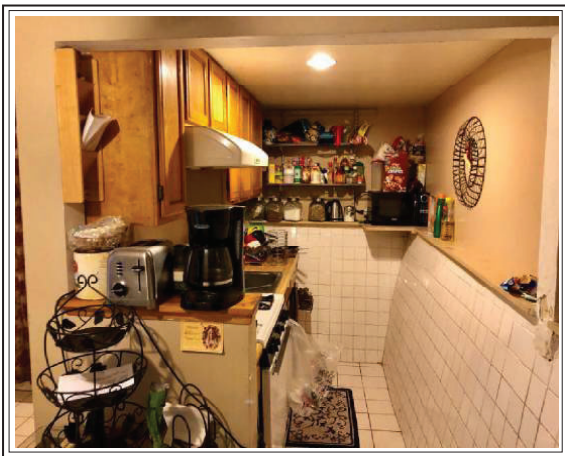
Additional View of the Bathroom in the Accessory Unit



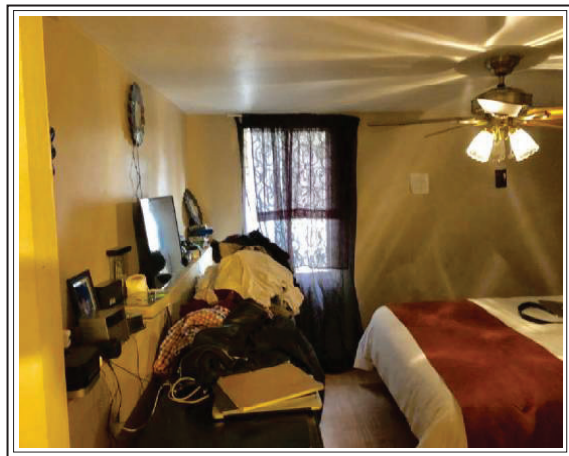
View of the Dining Area in the Accessory Unit



View of the Dining Area & Kitchen in the Accessory Unit



Additional View of the Kitchen in the Accessory Unit



View of the Bedroom in the Accessory Unit



## Subject's Additional Photos

Client: Private Appraisal

File No.: S0801019

Property Address: 9 Apollo Street

Case No.: C178

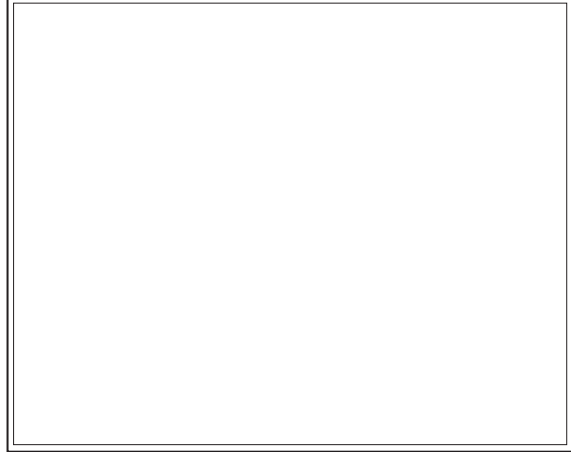
City: San Francisco

State: CA

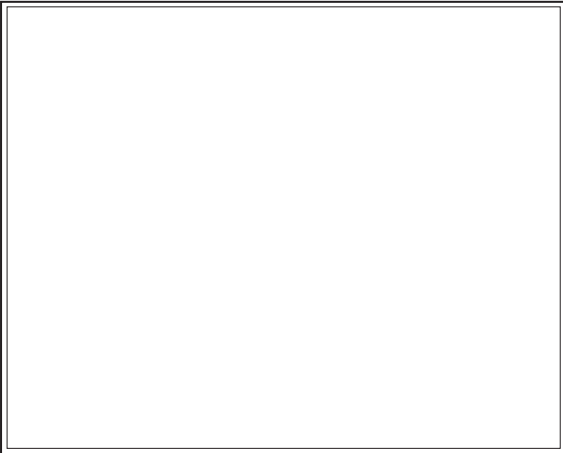
Zip: 94124



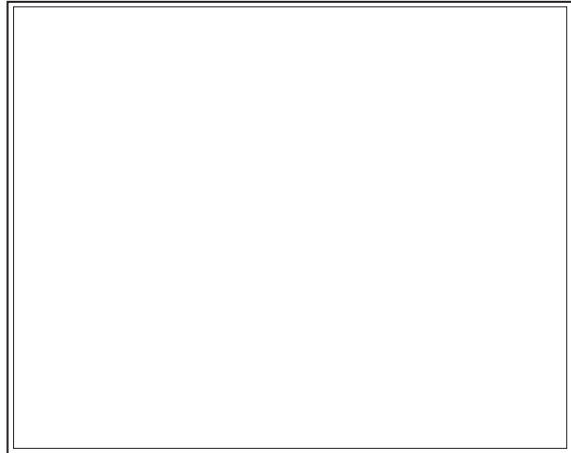
Additional View of the Bedroom in the Accessory Unit



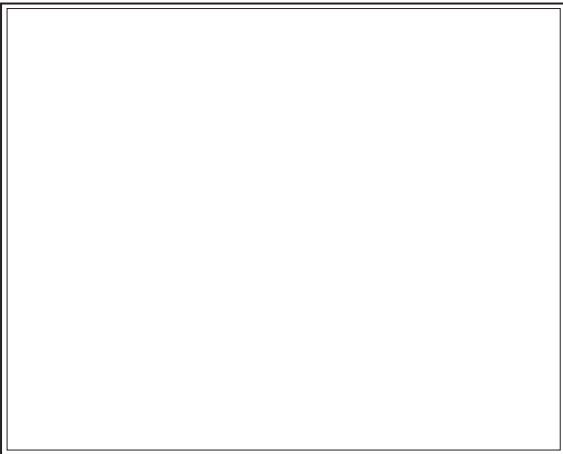
Intentionally Left Blank



Intentionally Left Blank



Intentionally Left Blank



Intentionally Left Blank



Intentionally Left Blank



# COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Private Appraisal

File No.: S0801019

Property Address: 9 Apollo Street

Case No.: C178

City: San Francisco

State: CA

Zip: 94124



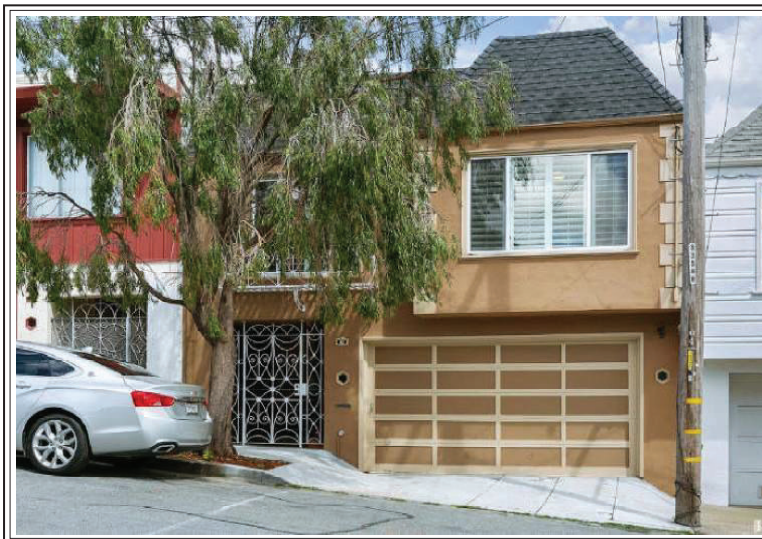
## COMPARABLE SALE #1

1034 Ingerson Avenue  
San Francisco, CA 94124  
Sale Date: COE: 06/13/19  
Sale Price: \$ 1,050,000



## COMPARABLE SALE #2

1915 Palou Avenue  
San Francisco, CA 94124  
Sale Date: COE: 12/06/18  
Sale Price: \$ 888,000



## COMPARABLE SALE #3

42 Bridgeview Drive  
San Francisco, CA 94124  
Sale Date: COE: 05/20/19  
Sale Price: \$ 1,375,000



# COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Private Appraisal

File No.: S0801019

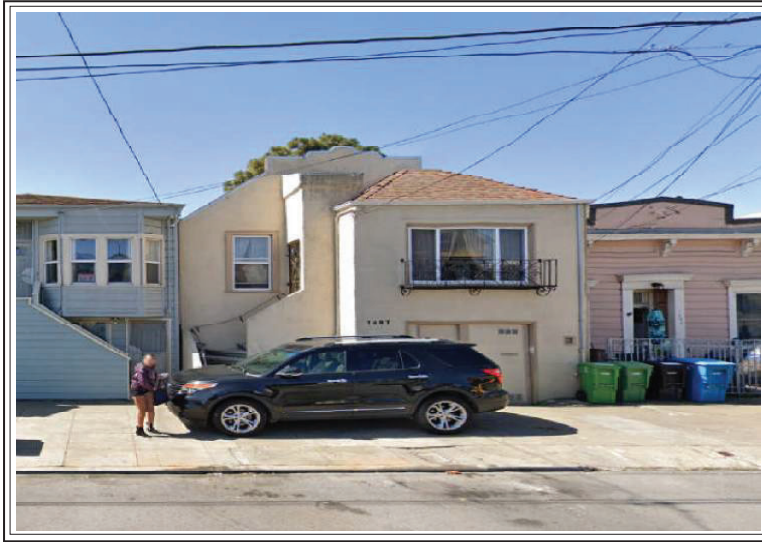
Property Address: 9 Apollo Street

Case No.: C178

City: San Francisco

State: CA

Zip: 94124



## COMPARABLE SALE #4

1487 Underwood Avenue  
San Francisco, CA 94124  
Sale Date: COE: 07/03/19  
Sale Price: \$ 975,000



## COMPARABLE SALE #5

1022 Newhall Street  
San Francisco, CA 94124  
Sale Date: COE: 07/24/19  
Sale Price: \$ 925,000



## COMPARABLE SALE #6

1140 Ingerson Avenue  
San Francisco, CA 94124  
Sale Date: COE: 11/21/18  
Sale Price: \$ 985,000



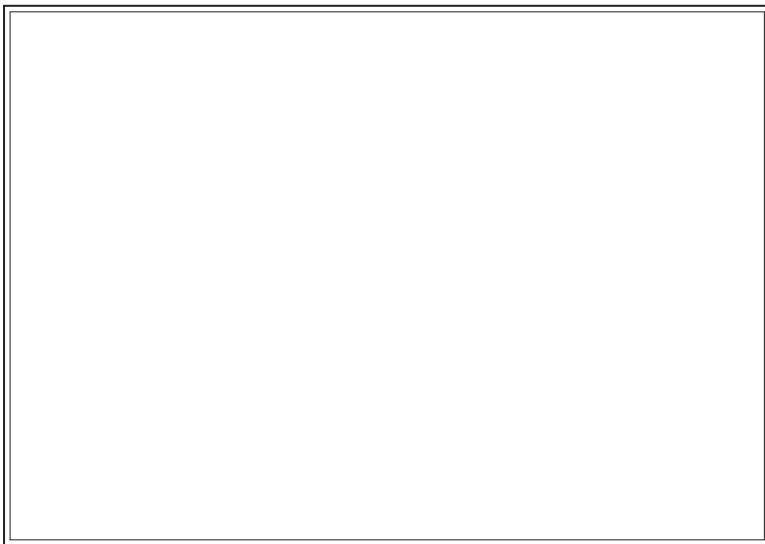
# COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Private Appraisal	File No.: S0801019
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124



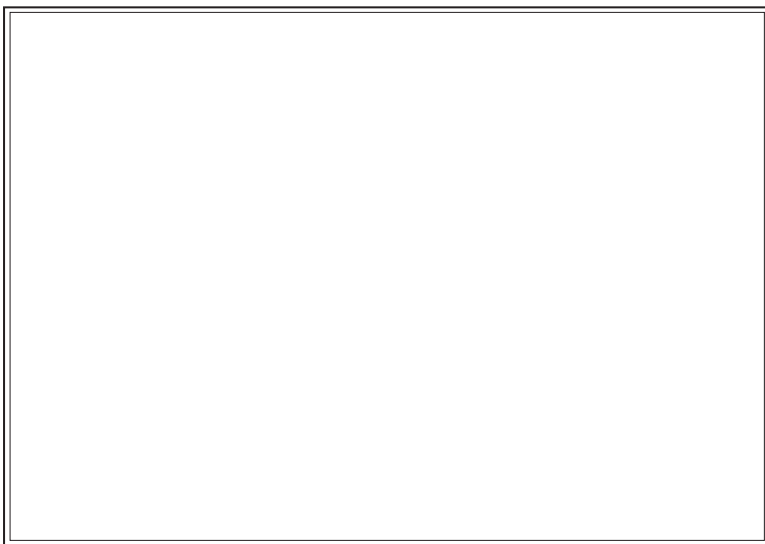
## COMPARABLE SALE #7

131 Apollo Street  
San Francisco, CA 94124  
Sale Date: LD: 09/04/19  
Sale Price: \$ 1,050,000



## COMPARABLE SALE #8

Sale Date:  
Sale Price: \$



## COMPARABLE SALE #9

Sale Date:  
Sale Price: \$



# LOCATION MAP

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0801019  
Case No.: C178  
State: CA Zip: 94124





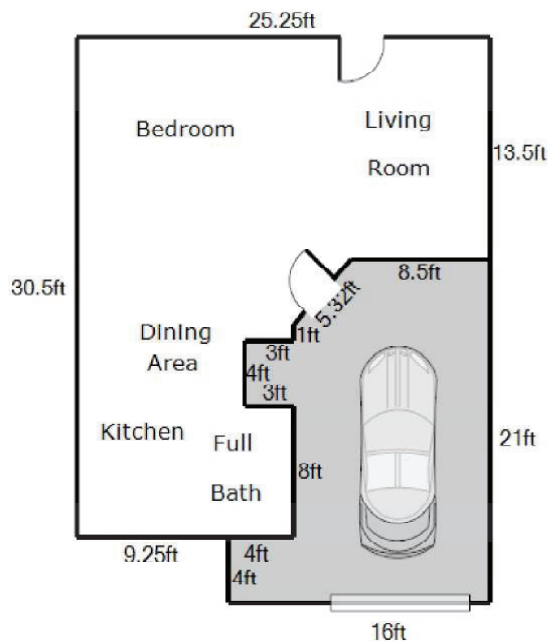
# FLOORPLAN SKETCH

Client: Private Appraisal  
 Property Address: 9 Apollo Street  
 City: San Francisco

File No.: S0801019  
 Case No.: C178  
 State: CA  
 Zip: 94124

## Sketch

**Accessory Unit  
 First Floor**  
 [Area: 561 ft<sup>2</sup>]



**1 Car Built-In**  
 [Area: 273 ft<sup>2</sup>]

Living Area	Nonliving Area	
First Floor	561.13 ft <sup>2</sup> 1 Car Built-In	273 ft <sup>2</sup>
<b>Total Living Area (rounded):</b>	<b>561 ft<sup>2</sup></b>	<b>Total Non-Living Area (rounded): 273 ft<sup>2</sup></b>

8 ft

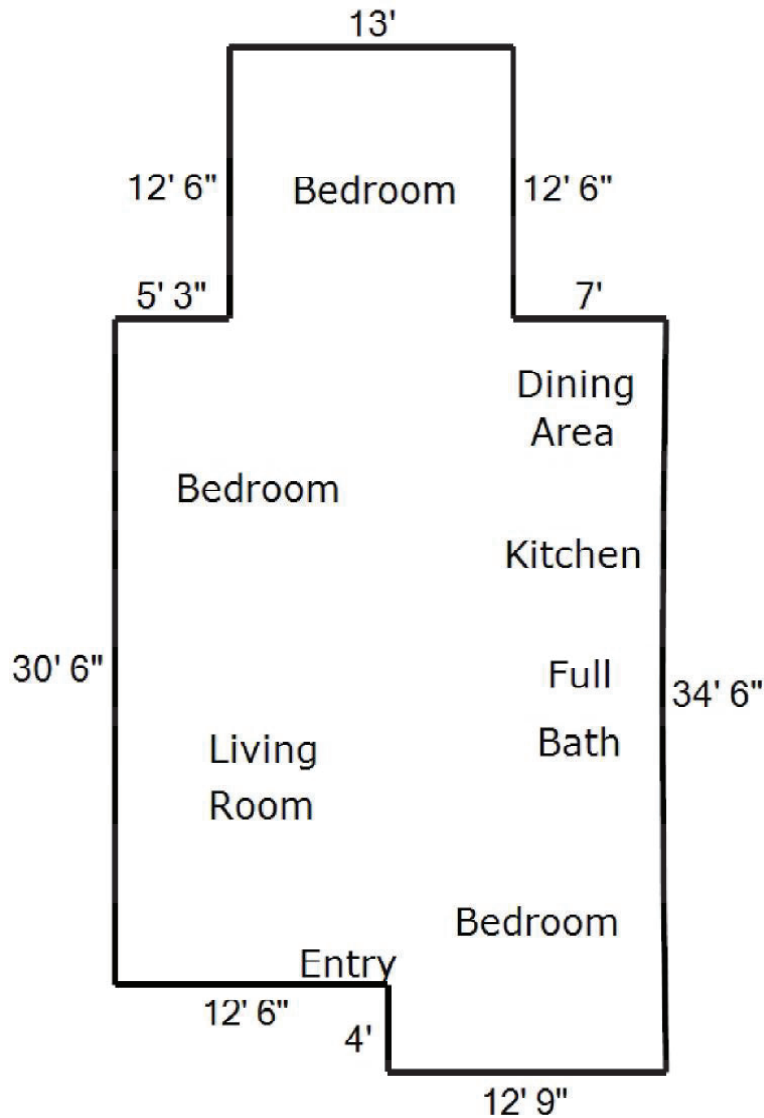


# FLOORPLAN SKETCH

Client: Private Appraisal  
 Property Address: 9 Apollo Street  
 City: San Francisco

File No.: S0801019  
 Case No.: C178  
 State: CA  
 Zip: 94124

## Sketch



## Second Floor [Area: 980 ft²]

Living Area	
Second Floor	979.79 ft²
<b>Total Living Area (rounded):</b>	<b>980 ft²</b>

6 ft



DIMENSION LIST ADDENDUM

Client: Private Appraisal	File No.: S0801019
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

GROSS BUILDING AREA (GBA)				1,541
GROSS LIVING AREA (GLA)				1,541
Area(s)	Area	% of GLA	% of GBA	
Living	1,541		100.00	
Level 1	0	0.00	0.00	
Level 2	0	0.00	0.00	
Level 3	0	0.00	0.00	
Other	1,541	100.00	100.00	
GBA				
Basement	530			
Garage	273			
Other	0			

Area Measurements				Area Type					
Measurements	Factor	Total		Level 1	Level 2	Level 3	Other	Bsmt.	Garage
3.00 x 8.00 x 1.00 =		24.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.00 x 18.50 x 1.00 =		55.50		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.80 x 12.00 x 1.00 =		45.43		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.50 x 9.70 x 0.50 =		41.29		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.30 x 30.50 x 0.50 =		156.31		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.20 x 30.50 x 0.50 =		156.31		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.70 x 18.20 x 0.33 =		82.29		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.00 x 4.00 x 1.00 =		16.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.00 x 4.00 x 1.00 =		12.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.50 x 21.00 x 1.00 =		178.50		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.30 x 17.00 x 0.33 =		29.75		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21.30 x 3.50 x 0.49 =		36.75		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12.50 x 13.00 x 1.00 =		162.50		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34.50 x 12.80 x 1.00 =		439.88		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.50 x 30.50 x 0.50 =		190.63		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.50 x 30.50 x 0.50 =		190.63		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
346.00 x -2.00 x 0.01 =		-3.84		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ x _____ x _____ =				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



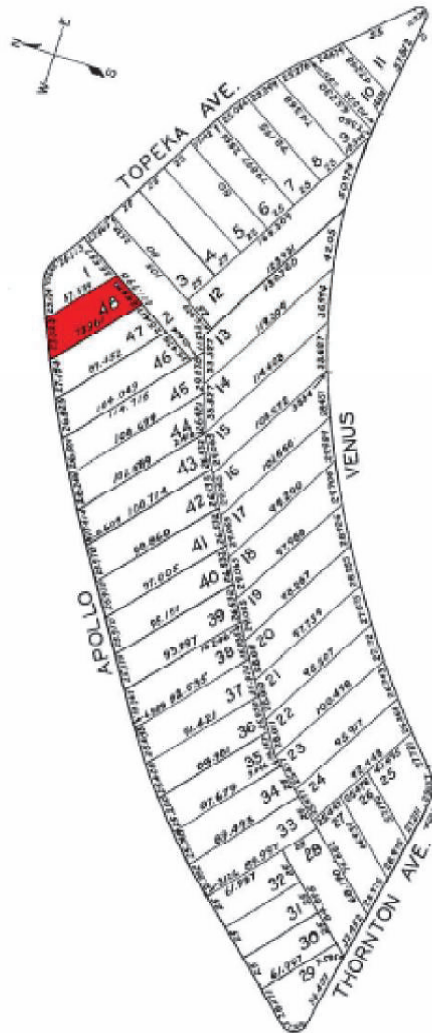
PLAT MAP

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0801019  
Case No.: C178  
State: CA  
Zip: 94124

5354

SILVER TER.  
NELSON'S F SUB.





## FLOOD MAP

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0801019  
Case No.: C178  
State: CA  
Zip: 94124



### FLOOD INFORMATION

Community:

FEMA Data is unavailable for this area

FIPS: 06075

### LEGEND

■ = FEMA Special Flood Hazard Area – High Risk

■ = Moderate and Minimal Risk Areas

Road View:

■ = Forest

■ = Water

### Sky Flood™

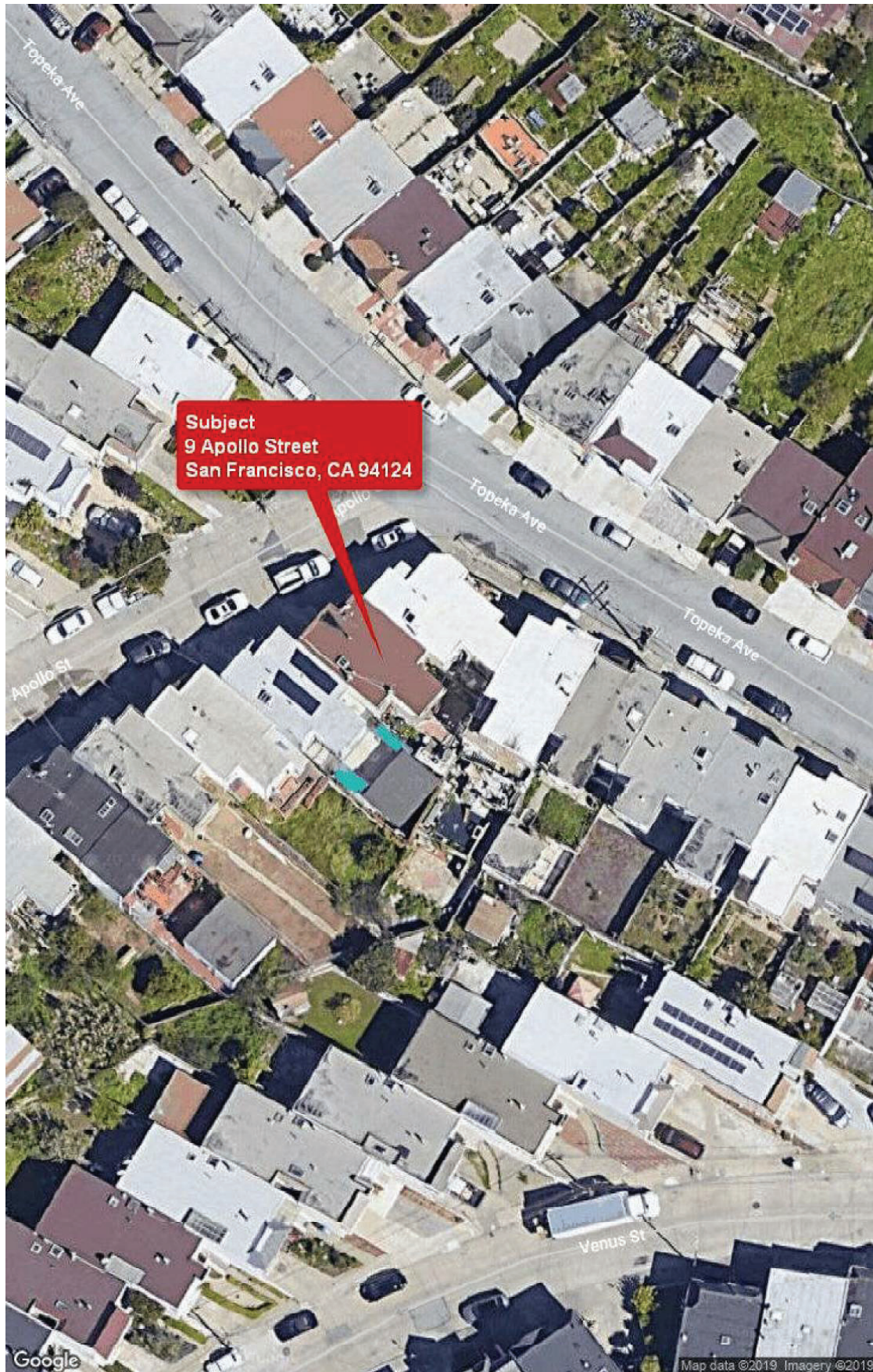
No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.



AERIAL MAP

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0801019  
Case No.: C178  
State: CA  
Zip: 94124





# Appraiser Independence Certification

C178

File No.: S0801019

Borrower: Sandy & Quin in Donnelly  
Property Address: 9 Apollo Street  
City: San Francisco County: San Francisco State: CA Zip Code: 94124  
Lender/Client: Private Appraisal

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.


I assert that no employee, director, officer, or agent of the Lender/Client, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the Lender/Client, influenced or attempted to influence the development, reporting, result, or review of the appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that the Lender/Client has never participated in any of the following prohibited behavior in our business relationship:

1. Withholding or threatening to withhold timely payment or partial payment for the appraisal report;
2. Withholding or threatening to withhold future business, or demoting or terminating, or threatening to demote or terminate my services;
3. Expressly or implicitly promising future business, promotions, or increased compensation for my services;
4. Conditioning the ordering of the appraisal report or the payment of the appraisal fee or salary or bonus on my opinion, conclusion or valuation reached, or on a preliminary value estimate requested;
5. Requesting an estimated, predetermined, or desired valuation in the appraisal report, prior to the completion of the appraisal report, or requesting estimated values or comparable sales at any time prior to the completion of the appraisal report;
6. Providing an anticipated, estimated, encouraged or desired value for the subject property, or a proposed or target amount to be loaned to the Borrower, except that a copy of the sales contract may have been provided if the assignment was for a purchase transaction;
7. Providing stock or other financial or non-financial benefits to me or any entity or person related to me, my appraisal or appraisal management company, if applicable;
8. Any other act or practice that impairs or attempts to impair my independence, objectivity or impartiality, or violates law or regulation, including but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the Uniform Standards of Professional Appraisal Practice (USPAP).

Additional Comments: n/a

## APPRAISER:

Signature:   
Name: Max E. Mendoza  
Date Signed: 09/12/2019  
State Certification #: \_\_\_\_\_  
or State License #: AL011277  
or Other (describe): \_\_\_\_\_ State #: \_\_\_\_\_  
State: CA  
Expiration Date of Certification or License: 07/16/2020

## SUPERVISORY APPRAISER (only if required):

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_



# USPAP ADDENDUM

C178  
File No. S0801019

Borrower: <u>Sandy &amp; Quintin Donnelly</u>			
Property Address: <u>9 Apollo Street</u>			
City: <u>San Francisco</u>	County: <u>San Francisco</u>	State: <u>CA</u>	Zip Code: <u>94124</u>
Lender: <u>Private Appraisal</u>			

## APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

- ☐ **Appraisal Report** A written report prepared under Standards Rule 2-2(a).
- ☒ **Restricted Appraisal Report** A written report prepared under Standards Rule 2-2(b).

## Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 1-3 Months

By studying the current & competing sales and listings in the area, the appraiser concluded that the estimated exposure time for the subject property is equal to the marketing time identified in the neighborhood section of this appraisal report. The expected exposure period is 1-3 months when priced realistically for the open market.


## Additional Certifications

- ☒ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

## Additional Comments

None.

## APPRAISER

Signature:   
 Name: Max E. Mendoza  
 Date Signed: 09/12/2019  
 State Certification #: \_\_\_\_\_  
 or State License #: AL011277  
 or Other (describe): \_\_\_\_\_ State #: \_\_\_\_\_  
 State: CA  
 Expiration Date of Certification or License: 07/16/2020  
 Effective Date of Appraisal: September 6, 2019

## SUPERVISORY APPRAISER (only if required)

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_  
 Supervisory Appraiser inspection of Subject Property:  
☐ Did Not ☐ Exterior-only from street ☐ Interior and Exterior



# Subject's Property Profile #1

Client: Private Appraisal	File No.: S0801019
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

## 9 Apollo St, San Francisco, CA 94124-2226, San Francisco County



<b>4</b>	<b>1,350</b>	<b>1,642</b>	<b>\$700,000</b>
MLS Beds	MLS Sq Ft	Lot Sq Ft	MLS Sale Price
<b>1</b>	<b>1943</b>	<b>SFR</b>	<b>10/07/2005</b>
Baths	Yr Built	Type	MLS Sale Date

### Owner Information

Owner Name:	Donnelly Sandy	Tax Billing Zip:	94134
Owner Name 2:	Donnelly Quintin	Tax Billing Zip+4:	2242
Tax Billing Address:	51 Tucker Ave	Owner Occupied:	No
Tax Billing City & State:	San Francisco, CA		

### Location Information

School District:	San Francisco	Zoning:	RH1
Census Tract:	230.03	Location Influence:	Bay-Front
Carrier Route:	C023	Topography:	Slope
Subdivision:	Fernando Nelsons Sub/Silver		

### Tax Information

Tax ID:	5354-048	Lot:	48
Parcel ID:	5354 048	% Improved:	30%
Block:	5354	Tax Area:	1000
Legal Description:	BLK 5354 LOT 1		

### Assessment & Tax

Assessment Year	2018	2017	2016
Assessed Value - Total	\$658,100	\$555,000	\$553,696
Assessed Value - Land	\$467,670	\$458,500	\$387,598
Assessed Value - Improved	\$200,430	\$196,500	\$166,108
YOY Assessed Change (%)	2%	18.3%	
YOY Assessed Change (\$)	\$13,100	\$101,304	
Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$6,921		
2017	\$8,631	\$1,710	24.71%
2018	\$8,513	-\$118	-1.37%

### Characteristics

Lot Area:	1,642	Total Rooms:	5
Lot Acres:	0.0377	Other Rooms:	Kitchen, Dining Room, Den, Attic
Building Sq Ft:	Tax: 987 MLS: 1,350	Other Impvs:	Patio
Land Use - CoreLogic:	SFR	Heat Type:	Floor Furnace
Land Use - County:	1 Dwelling Unit	Roof Material:	Tar & Gravel
Style:	Conventional	Sewer:	Public Service
Year Built:	1943	Water:	Public
Stories:	1	Construction:	Wood
Garage Type:	Built-In	Foundation:	Slab
Parking Type:	Built-In Garage	Exterior:	Vinyl
No. Parking Spaces:	1	Equipment:	Refrigerator, Range Oven, Disposal, Range Hood, Washer Dryer

Courtesy of Max Mendoza, San Francisco Association of Realtors

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

### Property Detail

Generated on 09/10/2019  
Page 1 of 3



## Subject's Property Profile #2

Client: Private Appraisal	File No.: S0801019
Property Address: 9 Apollo Street	Case No.: C178
City: San Francisco	State: CA Zip: 94124

Bedrooms:	<b>Tax: 3 MLS: 4</b>	Quality:	<b>Average</b>
Total Baths:	<b>Tax: 1 MLS: 2</b>	Condition:	<b>Average</b>
Full Baths:	<b>1</b>	Total Units:	<b>1</b>

### Listing Information

MLS Listing Number:	<b>293581</b>	Closing Date:	<b>10/07/2005</b>
MLS Status:	<b>Closed</b>	Closing Price:	<b>\$700,000</b>
MLS Status Change Date:	<b>10/12/2005</b>	MLS List. Agent Name:	<b>806200-Eric Brown</b>
MLS Listing Date:	<b>08/23/2005</b>	MLS List. Broker Name:	<b>DCP REALTY</b>
MLS Current List Price:	<b>\$619,000</b>	MLS Selling Agent Name:	<b>666666-Non Member Sales</b>
MLS Orig. List Price:	<b>\$619,000</b>	MLS Selling Broker Name:	<b>LANDMARK HOMES REALTY</b>
Pending Date:	<b>09/02/2005</b>		

<b>MLS Listing #</b>	8175	235170
<b>MLS Status</b>	Closed	Canceled
<b>MLS Listing Date</b>	07/10/1996	12/08/1995
<b>MLS Listing Price</b>	\$149,700	\$155,000
<b>MLS Orig Listing Price</b>	\$149,700	\$165,000
<b>MLS Close Date</b>	11/22/1996	
<b>MLS Listing Close Price</b>	\$145,000	\$0

### Last Market Sale & Sales History

Settle Date:	<b>Tax: 06/29/2016 MLS: 10/07/2005</b>	Seller:	<b>Federal Natl Mtg Assn Fnma</b>
Recording Date:	<b>07/18/2016</b>	Document Number:	<b>K287561</b>
Sale Price:	<b>\$655,000</b>	Deed Type:	<b>Grant Deed</b>
Owner Name:	<b>Donnelly Sandy</b>	Price Per Square Feet:	<b>\$663.63</b>
Owner Name 2:	<b>Donnelly Quintin</b>		

<b>Sale/Settlement Date</b>	06/29/2015	01/08/2013	08/29/2008	09/27/2005	
<b>Recording Date</b>	07/18/2016	01/28/2013	09/10/2008	10/07/2005	11/25/1996
<b>Sale Price</b>	\$655,000	\$424,325	\$509,000	\$700,000	\$145,000
<b>Buyer Name</b>	Donnelly Quintin & Sandy	Federal Natl Mtg Assn Fnma	Xu Jeff K	Tacdol Shirley	Situ Subao & Hilda Su Quin
<b>Seller Name</b>	Federal Natl Mtg Assn Fnma	Mtc Financial Inc	Tacdol Shirley	Situ Subao	Wilmington Trust Co Trustee
<b>Document Number</b>	K287561	K821-770	J723-149	1991-499	G0766-26
<b>Document Type</b>	Grant Deed	Trustee's Deed (Foreclosure)	Grant Deed	Grant Deed	Grant Deed

<b>Sale/Settlement Date</b>		00/1989	
<b>Recording Date</b>	07/19/1996	06/14/1996	09/05/1989
<b>Sale Price</b>		\$126,000	\$215,000
<b>Buyer Name</b>	Wilmington Trust Company Trustee	Great Western Bank	Moseley Mary
<b>Seller Name</b>	Great Western Bank	Moseley Mary M	Hicks Marlon
<b>Document Number</b>	G0678-108	G0654-89	E0949-118
<b>Document Type</b>	Grant Deed	Trustee Deed	Deed (Reg)

### Mortgage History

<b>Mortgage Date</b>	07/29/2011	09/10/2008	10/07/2005	10/07/2005	10/10/2002
<b>Mortgage Amount</b>	\$397,500	\$407,200	\$560,000	\$140,000	\$160,000
<b>Mortgage Lender</b>	Everbank	Amtrust Bk	Countrywide Hm Lns Inc	Countrywide Bk	Bank Of America
<b>Mortgage Code</b>	Conventional	Conventional	Conventional	Conventional	Conventional
<b>Mortgage Type</b>	Refi	Resale	Resale	Resale	Refi
<b>Mortgage Int Rate</b>			6.25		
<b>Mortgage Term</b>	30	30	30		
<b>Mortgage Date</b>	02/23/2000	03/31/1999	10/23/1998		
<b>Mortgage Amount</b>	\$60,000	\$30,000	\$40,000		
<b>Mortgage Lender</b>	Bank Of America	Bank Of America	Bank Of America Natl Tr & Svgs		

Courtesy of Max Mendoza, San Francisco Association of Realtors

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

### Property Detail

Generated on 09/10/2019  
Page 2 of 3



### Subject's Property Profile #3

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

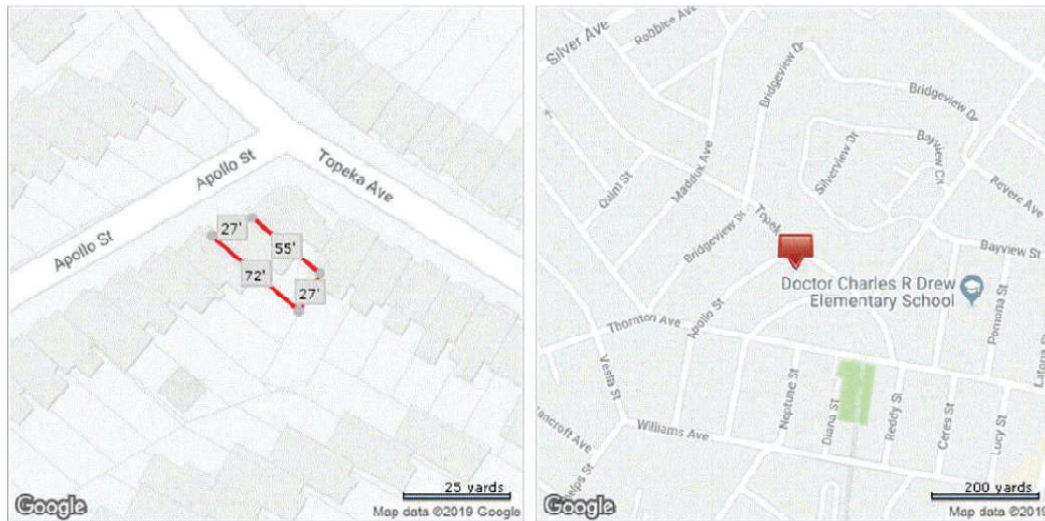
File No.: S0801019  
Case No.: C178  
State: CA  
Zip: 94124

Mortgage Code	Conventional	Conventional	Conventional
Mortgage Type	Refi	Refi	Refi
Mortgage Int Rate			
Mortgage Term			

#### Foreclosure History

Document Type	Notice Of Trustee's Sale	Notice Of Default
Default Date		07/16/2012
Foreclosure Filing Date	10/19/2012	07/16/2012
Recording Date	10/23/2012	07/18/2012
Document Number	J527745	J448206
Book Number	K758	K591
Page Number	944	364
Default Amount		\$16,053
Final Judgment Amount	\$411,702	
Original Doc Date	07/29/2011	07/29/2011
Original Document Number	J229775	J229775

#### Property Map



Courtesy of Max Mendoza, San Francisco Association of Realtors

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

#### Property Detail

Generated on 09/10/2019  
Page 3 of 3



Appraiser's License Page

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0801019  
Case No.: C178  
State: CA  
Zip: 94124





# Errors & Omissions Insurance

Client: Private Appraisal  
Property Address: 9 Apollo Street  
City: San Francisco

File No.: S0801019  
Case No.: C178  
State: CA Zip: 94124



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/17/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RIVERTON INSURANCE AGENCY CORP PO Box 236 605 Main St., Suite 102 Riverton NJ 08077		<b>CONTACT NAME:</b> Kelly Stewart <b>PHONE (B/C, H/A, Ext):</b> (800) 882-4410 <b>FAX (A/C, No):</b> (856) 273-8026 <b>E-MAIL ADDRESS:</b> KellyS@riains.com	
<b>INSURED</b> Max E Mendoza 321 Noe Street #301 San Francisco CA 94114		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Stratford Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> CL1981703948		<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD. SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	YES N/A				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AUTO INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Errors & Omissions Retroactive Date: 08/24/2014		RE00003385	08/25/2019	08/25/2020	Each Claim \$1,000,000 Aggregate \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
-----------------------------------	---

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.





San Francisco Planning Department  
Department of Building Inspection  
1660 Mission Street  
San Francisco, CA 94013-2414

October 22<sup>nd</sup> 2019

Re: 9 Apollo Street, San Francisco - Pre-Application Meeting Request

**RECEIVED**  
OCT 23 2019  
DEPT. OF BUILDING INSPECTION  
ACCEPTED

ThePerfectBuilder.com  
Lic #B699998

To Whom It May Concern:

As per your request, we hereby provide you with a detailed description of the scope of work in order to legalize the existing non-permitted Accessory Dwelling Unit (ADU) located beneath 9 Apollo Street, San Francisco, CA.

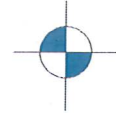
The purpose of this Pre-Application Letter and associated Costing is to demonstrate the clear untenable hardship associated with legalizing the existing ADU and to request authorization to abate the existing non-conforming ADU and revert the space to crawlspace/storage as per original design.

The existing property is used as a single-family home consisting of 987 sq.ft and with a non-permitted ADU in the garage consisting of 537 sq. ft.

Based on other projects The Perfect Builder, Inc. dba Building Solutions have carried out in the City of San Francisco which are of similar nature, we hereby provide you a detailed scope of work that will be required to legalize the ADU:

- o A Site Investigation will be required to determine the depth of the existing slab and the integrity of the footings.
- o Based on the Site Investigation Findings Report a Structural Engineer will be employed to the design as per California Building Code 2016 (Vol2), Title 24, Part 2, Volume 1, the underpinning of the existing foundation, installation of new slab and new shear walls. This would include Seismic upgrades.
- o Once the Structural Engineer has completed the structural design, we will need to disconnect all the utilities and demolish the entire ADU concrete slab, all the existing internal partitions and internal stairs to Level 1. All the drains and vents to Level 1 and 2 will be required to be disconnected and reinstalled as the existing services are all exposed and too low to obtain the required head clearance as well as not conforming to California Plumbing Code Part 5 Title 24.

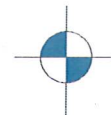




Additionally, new gas, electric, water services, telephone lines and tv cable will need to be applied for and installed for the ADU.

- RECEIVED**  
OCT 23 2016  
DEPT. OF BUILDING INSPECTION  
ACCEPTED
- A new egress/ingress to the building will need to be created from the front of the property under the exterior staircase which leads to the existing single-family unit above the Garage (Level 2) as per Structural Engineers' design, as the current egress/ingress is currently through the Garage and is non-conforming as per California Building Code 2016 (Vol 1) Section 1006.
  - The existing Garage slab will require demolition and the removal of at least 42" of dirt to allow the underpinning of perimeter foundation and lower the slab to obtain the legal floor to ceiling height of at least 7' 6".
  - Install rebar and concrete to tie the existing footing to the new underpinning foundation (requiring multiple Special Inspections) in staggered pours with overlap rebar as per California Building Code 2016 Vol 2. Tie Beams will also be required to connect the perimeter foundations together. Excavation will entail manual labor as no mechanical equipment can be used due to limited site access beneath existing single-family dwelling unit.
  - Install anchor bolts and hold-downs at shear walls as per Structural Engineers' design.
  - Once all the Utilities, Drains, Vents are installed the Framing of the internal partitions and new egress to the building can begin including the installation of Windows. The structural walls will be built with 2 x 6 studs and posts with hold downs as per the Structural Engineers' design and conform to California Residential Code 2016 Section R604.3. All window installation to be per California Building code 2406.3  
Again, Special Inspections will be required for all structural work carried out.
  - The next phase of the work will be the installation of the Mechanical as per California Mechanical Code 2016 Title 24, Part 2.5, which will include the installation of 2 separate new HVAC systems for both levels 1 and 2 or, fully zoned multi-speed system.
  - Next the installation of Plumbing will take place as per California Plumbing Code 2016 Title 24, Part 5, which would include the installation of separate water heaters and to separate and isolate the ADU hot/cold water from the existing single-family dwelling unit. The gas to the water heaters will be supplied from the new upsized gas meter supplied and installed by PG&E which may require upsizing of the gas line from the street to the structure.
  - Next the installation of new Electrical will take place as per California Electrical Code 2016, Title 24, Part 3. The Scope of work will include installation of a new electrical meter for the ADU.





- o Once all rough-in inspections are passed for the Mechanical, Electrical and Plumbing (MEP) and Structural, the installation of the Insulation will take place as per California Energy Code 2016, title 24, Part 6.
- o After the installation and close-in inspection the Drywall installation will take place as per California Residential Code 2016 Section R702. The work will include the installation of drywall to all walls and ceilings. A Sound Transmission Class (STC) rating of minimum STC-50 shall be created between new ADU and existing dwelling unit. Additionally, a minimum 1-hour barrier shall also be implemented between existing Garage and ADU, existing Garage and existing dwelling unit, and between ADU and existing dwelling unit.
- o The finishes will take place next which include Painting of the walls and ceilings (including Exterior painting), installation of doors, trim, floors, kitchen and bathroom cabinets as per California Building Code 2016 (Vol 1) Chapter 8.
- o The final phase of the works will be final trim work by the Mechanical, Electrical and Plumbing Contractors for final inspection and certificate of occupancy.
- o Additional Building Codes that will be implemented are:
  - San Francisco Planning Code
  - San Francisco Building Code
  - San Francisco Municipal Code
  - California Administrative Code 2016
  - California Green Building Standards Code 2016
  - California Fire Code 2016
  - California Energy Code 2016

**RECEIVED**  
**OCT 23 2019**  
**DEPT. OF BUILDING INSPECTION**  
**ACCEPTED**

Please refer to the attached detailed breakdown of costs associated to this Letter:

- 2019-10-11\_9\_Apollo\_Complete Cost Breakdown.pdf
- 2019-10-11\_9\_Apollo\_Pre-Application Cost Breakdown.pdf

Thank you,

**Jason Baggs**

Director of Pre-Construction | Building Solutions

415.720.9206

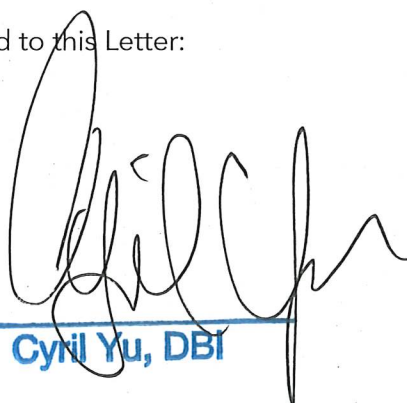
[jason@thepperfectbuilder.com](mailto:jason@thepperfectbuilder.com)

2171 Francisco Blvd East, Ste C

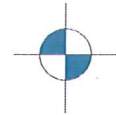
San Rafael, CA 94901

[www.thepperfectbuilder.com](http://www.thepperfectbuilder.com)

Lic. #B699998

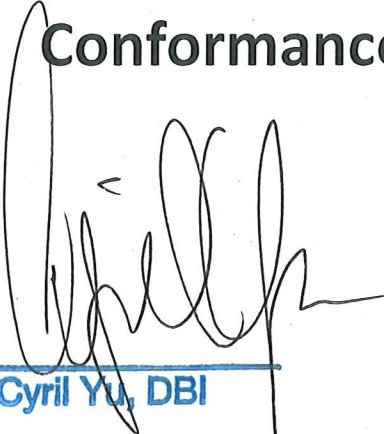
  
**Cyril Yu, DBI**  
**OCT 24 2019**





## 9 Apollo Pre-Application Cost Breakdown

### Costs directly associated to Code Conformance Issue Breakdown

  
Cyril Yu, DBI  
OCT 24 2019

RECEIVED  
OCT 23 2019  
DEPT. OF BUILDING INSPECTION  
ACCEPTED \_\_\_\_\_



Meeting Date: August 19, 2019  
Current Date: October 11, 2019

Pre-Application Plan approval Review Questions:	
Address:	Removal of Non Permitted Additional Dwelling Unit
Block:	9 Apollo Street, San Francisco, CA 94124
Zoning:	5354/048
Occupancy Classification:	RH1 Residential House - One Family
Existing Building Height:	R3 & U
Number of Stories:	17' 8"
Construction Type:	2
Existing Sprinkler System:	V-B
Existing Fire Alarm System:	None
Attendees:	None
Attendees: Natalia Kwiatkowska (SF-Planning), Cyril Yu (SF-Building), Jason Baggs, Sunil Patel (Building Solutions)	

Item No	Code Section	Code Reference	Build Code Conformance Issues	DBI Response	DBI Reviewers Signature	SF Planning Reviewers Signature	Cost
2016 CBC/SFBC Chapter 12							
1	1208.2 1003.2	Minimum Ceiling Heights: Occupiable spaces, habitable spaces and corridors shall have a ceiling height of not less than 7 feet 6 inches. Bathrooms, toilet rooms, kitchens, storage rooms and laundry rooms shall be permitted to have a ceiling height of not less than 7 feet. The means of egress shall have a ceiling height of not less than 7 feet 6 inches.	The existing Dwelling unit does not conform to the height requirements, requiring meaning the entirety of the concrete slab to be removed and lowered.	Applies			\$724,556.00
2016 CBC Chapter 3							
3	420.2	Walls and ceiling separating dwelling units and walls separating dwelling units from other occupancies contiguous to them shall be 1-hr fire rated. Walls and ceilings separating the garage and dwelling units shall also be 1-hr fire rated.	The walls and ceiling separating the garage and Level 2 will require upgrading to 1-hr fire rated.	Applies			\$29,200.00
2016 CBC Chapter 8							
4	801.2	Low-heat and medium-heat gas appliances shall be vented in accordance with this chapter. Other gas appliances shall be vented in accordance with NFPA 211 or other applicable standards. Appliances fueled by fuels other than gas shall be vented in accordance with NFPA 211 and the appliance manufacturer's instructions.	The kitchen vent in the unpermitted dwelling on the 1st floor is not in accordance to section 801.2.	Applies			\$2,160.00
2016 CBC - SFBC Chapter 9							
7	915	Carbon monoxide detection shall be provided in R occupancies new and existing in accordance with sections 915.1.1 through 915.7	The unpermitted dwelling on the 1st floor requires carbon monoxide sensors in accordance with section 915.	Applies			\$960.00

RECEIVED  
OCT 23 2019  
DEPT. OF BUILDING INSPECTION  
ACCEPTED \_\_\_\_\_



2016 CBC/SFBC/SFCC Chapter 10							
8	1010.1.1 and 1022.2	The required capacity of each door opening shall be sufficient for the occupant load thereof and shall provide a minimum clear width of 32 inches (813 mm). Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees (1.57 rad). Where this section requires a minimum clear width of 32 inches (813 mm) and a door opening includes two door leaves without a mullion, one leaf shall provide a clear opening width of 32 inches (813 mm). The maximum width of a swinging door leaf shall be 48 inches (1219 mm) nominal.	Both the existing egress doors are less than the 32" clear opening as required.	Applies			\$19,610.00
2016 CBC/SFBC/SFCC Chapter 10							
9	1030.2	Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.53 m2). The minimum net clear opening height dimension shall be 24 inches (610 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.	The sleeping room located at the South - East corner (Bedroom 2) of the unpermitted dwelling does not meet the minimum clear opening per 1030.2.1.	Applies			\$5,620.00
CBC Chapter 11							
10	1103.8	Individual sleeping units and individual dwelling units in Group R occupancies shall be provided with smoke alarms in accordance with Section 1103A.8 of the California Fire Code. Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit.	The unpermitted dwelling on the 1st floor requires interconnected smoke alarms sensors in accordance with section 1103.8	Applies			\$960.00
2016 CBC/SFBC/SFCC Chapter 12							
11	1205.2	Natural Light: The minimum net glazed area shall be not less than 8 percent of the floor area of the room served. Every space intended for human occupancy shall be provided with natural light by means of exterior glazed openings in accordance with Section 1205.2 or shall be provided with artificial light in accordance with Section 1205.3. Exterior glazed openings shall open directly onto a public way or onto a yard or court in accordance with Section 1205.	The sleeping room located at the South - East corner (Bedroom 2) of the unpermitted dwelling does not meet the minimum 8 percent of the floor area of the room. Artificial light shall be provided that is adequate to provide an average illumination of 10 footcandles (107 lux) over the area of the room at a height of 30 inches (762 mm) above the floor level.	Applies			\$1,800.00
2016 CBC/SFBC/SFCC Chapter 12							
12	1203.5	Natural ventilation of an occupied space shall be through windows, doors, louvers or other openings to the outdoors. The operating mechanism for such openings shall be provided with ready access so that the openings are readily controllable by the building occupants. The openable area of the openings to the outdoors shall be not less than 4 percent of the floor area being ventilated.	The sleeping room located at the South - East corner (Bedroom 2) of the unpermitted dwelling does not meet the minimum 4 percent of the floor area being ventilated.	Applies			\$37,180.00

RECEIVED

OCT 23 2019

DEPT. OF BUILDING INSPECTION  
ACCEPTED \_\_\_\_\_



2016 CBC/SFBC/SFCC Chapter 12							
13	1203.5.2.1	Rooms containing bathtubs, showers, spas and similar bathing fixtures shall be mechanically ventilated in accordance with the California Mechanical Code. The minimum exhaust rate shall not be less than that established by Table 403.7 "Minimum Exhaust Rates." See California Mechanical Code, Chapter 5, for additional provisions related to environmental air ducts. In addition to the requirements in this section and in the California Mechanical Code, bathrooms in Group R occupancies shall be mechanically ventilated in accordance with the California Green Building Standards Code (CALGreen), Chapter 4, Division 4.5.	The exhaust fan is not in accordance with the California Mechanical Code. The exhaust fan shall be installed in accordance of CMC Table 403.7 and CMC Chapter 5 for exhaust vent termination.	Applies			\$10,800.00
2016 CBC/SFBC/SFCC Chapter 12							
14	1204	Interior spaces intended for human occupancy shall be provided with active or passive space heating systems capable of maintaining an indoor temperature of not less than 68°F (20°C) at a point 3 feet (914 mm) above the floor on the design heating day.	The unpermitted unit has not active space heating system in accordance to California Mechanical code.	Applies			\$21,100.00
2016 CBC/SFBC/SFCC Chapter 12							
15	1207.2	Sound Transmission shall apply to common interior walls, partitions and floor/ceiling assemblies between adjacent dwelling units and sleeping units or between dwelling units and sleeping units and adjacent public areas such as halls, corridors, stairways or service areas. Walls, partitions and floor/ceiling assemblies separating dwelling units and sleeping units from each other shall have a sound transmission class of not less than 50, or not less than 45 if field tested, for air-borne noise when tested in accordance with ASTM E90. Penetrations or openings in construction assemblies for piping; electrical devices; recessed cabinets; bathtubs; soffits; or heating, ventilating or exhaust ducts shall be sealed, lined, insulated or otherwise treated to maintain the required ratings.	The unpermitted dwelling is not in accordance to CBC 1207.2.	Applies			\$28,560.00
2016 CBC/SFBC/SFCC Chapter 12							
16	1210	The number and type of plumbing fixtures provided in any occupancy shall comply with the California Plumbing Code.	The fixtures in the unpermitted dwelling does not comply with the California Plumbing code.	Applies			\$15,300.00
CPC Chapter 5							
19	501.1	The construction, location, and installation of fuel-burning and other types of water heaters heating potable water, together with chimneys, vents, and their connectors. The minimum capacity for storage water heaters shall be in accordance with the first hour rating listed in Table 501.1(1). No water heater shall be hereinafter installed that does not comply with the manufacturer's installation instructions and the type and model of each size thereof approved by the Authority Having Jurisdiction. A list of accepted water heater appliance standards are referenced in Table 501.1(2). Listed appliances shall be installed in accordance with the manufacturer's installation instructions. Unlisted water heaters shall be permitted in accordance with Section 504.3.2.	The unpermitted dwelling does not have its independent water heater, as it is shared with the dwelling on Level 2. A new water heater will be required to be installed as per CPC 501.1	Applies			\$5,800.00

RECEIVED

OCT 23 2019

DEPT. OF BUILDING INSPECTION  
ACCEPTED \_\_\_\_\_



2016 CBC Chapter 8

21	804.1	Kitchens and kitchenettes shall comply with 804. Where a pass through kitchen is provided, clearances shall comply with 804.2.1. Where a U-shaped kitchen is provided, clearances shall comply with 804.2.2. n pass through kitchens where counters, appliances or cabinets are on two opposing sides, or where counters, appliances or cabinets are opposite a parallel wall, clearance between all opposing base cabinets, counter tops, appliances, or walls within kitchen work areas shall be 40 inches (1015 mm) minimum. Pass through kitchens shall have two entries.	The unpermitted dwelling does not comply with 804.1 and 804.2.2. The kitchen does not have space to install a refrigerator. The kitchen will require to be redesigned.	Applies			\$18,000.00
----	-------	---	--	---------	--	--	-------------

2016 CEC

22	150.2	Additions or existing residential buildings shall meet the requirements of section 150.2 whereby the dwelling shall be insulated.	The unpermitted dwelling is not in accordance to section 150.	Applies			\$4,800.00
----	-------	---	---	---------	--	--	------------

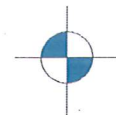
General Conditions, Site Cleanup, OH&P

23		Supporting labor and materials for entire project in order to execute project effectively requires numerous items in terms of General Conditions. Additionally, the project must be performed by a business whereby this business must have earnings beyond cost as OH&P.		Applies			\$89,039.19
----	--	---	--	---------	--	--	-------------

**\$1,015,445.19**

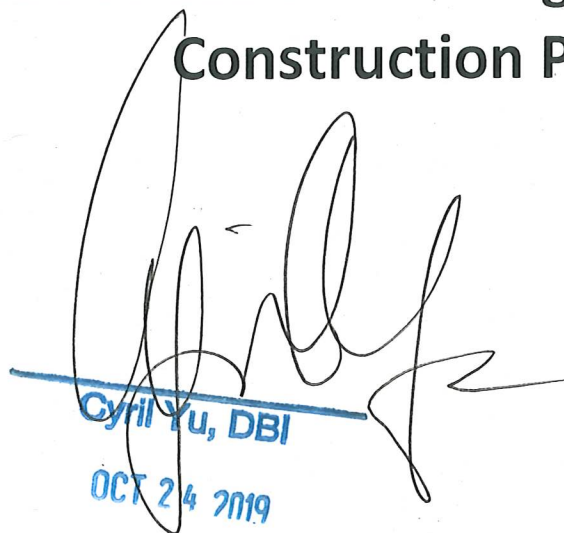
**RECEIVED**  
**OCT 23 2019**  
**DEPT. OF BUILDING INSPECTION**  
**ACCEPTED** \_\_\_\_\_





## 9 Apollo Complete Cost Breakdown

### Detail of Costs from beginning to end of Construction Process

  
Cyril Yu, DBI  
OCT 24 2019

RECEIVED  
OCT 23 2019  
DEPT. OF BUILDING INSPECTION  
ACCEPTED \_\_\_\_\_



## Building Solutions Cost Study Presentation

Client: **Sandy and Quintin Donnelly**

Address:

Design: **slcdesign**

Project: **ADU Legalization**

Iteration: **LVL1**

Plan Version: **4/20/19**

Plan Author: **slcdesign**

10/11/19

Allowances
Manual entries
Not part of any scenario
Excluded from the BSI Not-to-Exceed
Requires further investigation
To be bid out to other subcontractors

Foundation and Shoring	City Required Structural Upgrades	Framing Shell and Stairs	Garage and New Entry	2nd Floor Repairs to do the Lower Floor	Interior Finishes	Exterior Finishes	Utility Upgrades	Client Worksheet
Element 1	Element 2	Element 3	Element 4	Element 5	Element 6	Element 7	Element 8	Scenario 1

### General Conditions

1 Dumpsters and dump fees	19,700.00	5,200.00	3,400.00	4,000.00	1,200.00	1,300.00	1,400.00	1,500.00	1,700.00	19,700.00
2 Site Clean-up	25,386.13	11,866.44	4,278.59	1,335.48	1,019.92	633.39	2,384.13	1,390.07	2,478.11	25,386.13
3 Mobilization and Staging	35,540.58	16,613.01	5,990.02	1,869.68	1,427.89	886.74	3,337.79	1,946.10	3,469.36	35,540.58
4 Course of Construction Insurance	1,523.17	711.99	256.72	80.13	61.20	38.00	143.05	83.40	148.69	1,523.17
5 Trade Damage by Owner or Owner's Agents	0.00									
6 User Defined 1	0.00									
7 User Defined 2	0.00									
8 User Defined 3	0.00									
9 User Defined 4	0.00									
10 User Defined 5	0.00									
11 Weatherization	0.00									
12 Portable Toilet	1,280.00	1,280.00								1,280.00
13 Containter	1,075.00									
14 Set Up Wireless by Contractor	760.00	760.00								760.00
15 Temporary Power	0.00									
16 Storage of Owner's Items or Construction Finish Materials	0.00									
17 Utilities Relocation	0.00									
18 Sidewalk Protection allowance	1,500.00	1,500.00								1,500.00
19 Parking Space Rental	3,500.00	3,500.00								3,500.00

### Finish Materials

<b>Windows &amp; Exterior Doors</b>										
20 Allowance - New Garage Entry Door (New door for address)	5,872.50		5,872.50							5,872.50
21 Allowance - New Back Patio Door	2,871.00		2,871.00							2,871.00
22 Allowance - New Apartment Entry Fire Door	2,088.00		2,088.00							2,088.00
23 Allowance - Bedroom Two Egress Window	2,088.00		2,088.00							2,088.00
<b>Interior Doors</b>										
30 Allowance - (3) New Swinging Interior Doors (larger Door for address)	1,761.75		1,761.75							1,761.75
31 Allowance - Bypass closet doors	1,566.00		1,566.00							1,566.00
<b>Door Hardware</b>										
40 Allowance - (3) New Swinging Interior Doors (larger doors for address)	469.80		469.80							469.80
41 Allowance - Bypass closet doors	65.25		65.25							65.25
<b>Plumbing Fixtures</b>										
60 Allowance - Kitchen 1	1,380.00						1,380.00			1,380.00
63 Allowance - Bath 1	2,520.00						2,520.00			2,520.00
<b>Appliances and Hardware</b>										
78 Allowance - Foundation and Shoring	117.45	117.45								117.45
79 Allowance - City Required Structural Upgrades	39.15		39.15							39.15

RECEIVED

OCT 23 2019

DEPT. OF BUILDING INSPECTION  
ACCEPTED \_\_\_\_\_



**Project:** ADU Legalization

Foundation and Shoring	City Required Structural Upgrades	Framing Shell and Stairs	Garage and New Entry	2nd Floor Repairs to do the Lower Floor	Interior Finishes	Exterior Finishes	Utility Upgrades	Client Worksheet
------------------------	-----------------------------------	--------------------------	----------------------	---	-------------------	-------------------	------------------	------------------

## Work By Building Solutions' Employees

Foundation and Shoring			Element 1												
88	Allowance - Protection		2,880.00	0.1	2,880.00									2,880.00	
89		Allowance - Materials	978.75	2	978.75									978.75	
90	Allowance - Technical Demo		2,400.00	0.3	2,400.00									2,400.00	
91		Allowance - Materials	783.00	2	783.00									783.00	
92	Allowance - Concrete Layout and Hardware		4,000.00	0.4	4,000.00									4,000.00	
93		Allowance - Materials	704.70	2	704.70									704.70	
94	Allowance - Framing		1,920.00	0.7	1,920.00									1,920.00	
95		Allowance - Materials	1,566.00	2	1,566.00									1,566.00	
98	Allowance - Waterproofing During Construction		2,880.00	0.3	2,880.00									2,880.00	
99		Allowance - Materials	2,610.00	2	2,610.00									2,610.00	
City Required Stuctural Upgrades			Element 2												
108	Allowance - Protection		3,600.00	0.4	3,600.00									3,600.00	
109		Allowance - Materials	809.10	2	809.10									809.10	
110	Allowance - Technical Demo		6,300.00	0.7	6,300.00									6,300.00	
111		Allowance - Materials	587.25	2	587.25									587.25	
112	Allowance - Concrete Layout and Hardware		1,500.00	0.2	1,500.00									1,500.00	
113		Allowance - Materials	456.75	2	456.75									456.75	
114	Allowance - Framing for new sheer panels second floor		4,800.00	0.5	4,800.00									4,800.00	
115		Allowance - Materials	1,239.75	2	1,239.75									1,239.75	
116	Allowance - Framing for new sheer panels		15,320.00	1.7	15,320.00									15,320.00	
117		Allowance - Materials	2,479.50	2	2,479.50									2,479.50	
118	Allowance - Sheeting lower floor		8,750.00	0.5	8,750.00									8,750.00	
119		Allowance - Materials	3,132.00	2	3,132.00									3,132.00	
120	Allowance - Framing for larger door openings		7,200.00	0.8	7,200.00									7,200.00	
121		Allowance - Materials	1,435.50	2	1,435.50									1,435.50	
122	Allowance - Framing for egress from bedroom 2		2,880.00	0.3	2,880.00									2,880.00	
123		Allowance - Materials	652.50	2	652.50									652.50	
Framing Shell and Stairs			Element 3												
128	Allowance - Protection		1,920.00	0.2	1,920.00									1,920.00	
129		Allowance - Materials	913.50	2	913.50									913.50	
130	Allowance - Technical Demo		1,440.00	0.2	1,440.00									1,440.00	
131		Allowance - Materials	913.50	2	913.50									913.50	
132	Allowance - Concrete Layout and Hardware		480.00	0.1	480.00									480.00	
133		Allowance - Materials	326.25	2	326.25									326.25	
134	Allowance - Framing for Stairs and Stairwell		12,770.00	1.3	12,770.00									12,770.00	
135		Allowance - Materials	2,871.00	2	2,871.00									2,871.00	
144	Allowance - New hand rail and stair skirt		3,360.00	0.4	3,360.00									3,360.00	
145		Allowance - Materials	2,218.50	2	2,218.50									2,218.50	
Garage and New Entry			Element 4												
148	Allowance - Protection		2,725.00	0.3	2,725.00									2,725.00	
149		Allowance - Materials	326.25	2	326.25									326.25	
150	Allowance - Technical Demo		2,175.00	0.2	2,175.00									2,175.00	
151		Allowance - Materials	221.85	2	221.85									221.85	
152	Allowance - Concrete Layout and Hardware		1,000.00	0.1	1,000.00									1,000.00	
153		Allowance - Materials	326.25	2	326.25									326.25	
154	Allowance - Framing		4,800.00	0.5	4,800.00									4,800.00	
155		Allowance - Materials	1,174.50	2	1,174.50									1,174.50	
156	Allowance - Setting New Garage Entry Door		2,880.00	0.3	2,880.00									2,880.00	
157		Allowance - Materials	156.60	2	156.60									156.60	
158	Allowance - Waterproofing		1,920.00	0.2	1,920.00									1,920.00	
159		Allowance - Materials	326.25	2	326.25									326.25	
160	Allowance - Exterior Trim		1,680.00	0.2	1,680.00									1,680.00	
161		Allowance - Materials	587.25	2	587.25									587.25	
162	Allowance - Set new Fire Door from Garage		2,400.00	0.3	2,400.00									2,400.00	
163		Allowance - Materials	195.75	2	195.75									195.75	
164	Allowance - Interior Trim of (2) Doors		3,120.00	0.3	3,120.00									3,120.00	
165		Allowance - Materials	417.60	2	417.60									417.60	

RECEIVED  
OCT 23 2019  
DEPT. OF BUILDING INSPECTION  
ACCEPTED \_\_\_\_\_



Project: **ADU Legalization**

Foundation and Shoring	City Required Structural Upgrades	Framing Shell and Stairs	Garage and New Entry	2nd Floor Repairs to do the Lower Floor	Interior Finishes	Exterior Finishes	Utility Upgrades	Client Worksheet
------------------------	-----------------------------------	--------------------------	----------------------	---	-------------------	-------------------	------------------	------------------

<b>2nd Floor Repairs to do the Lower Floor</b>		<b>Element 5</b>										
168	Allowance - Protection Existing Finishes	4,320.00	0.5					4,320.00				4,320.00
169	Allowance - Materials	848.25	2					848.25				848.25
170	Allowance - Technical Demo	1,920.00	0.2					1,920.00				1,920.00
171	Allowance - Materials	156.60	2					156.60				156.60
174	Allowance - Framing Utility Chase after Sheer wall Installation	1,690.00	0.2					1,690.00				1,690.00
175	Allowance - Materials	652.50	2					652.50				652.50
184	Allowance - Interior Trim after new Sheer wall Installation	5,280.00	0.4					5,280.00				5,280.00
185	Allowance - Materials	783.00	2					783.00				783.00
186	Allowance - Setting Cabinets, sub-tops, trim-out	8,640.00	0.5									
187	Allowance - Materials	978.75	2									
<b>Interior Finishes</b>		<b>Element 6</b>										
188	Allowance - Protection of new floor after Installation	4,800.00	0.5					4,800.00				4,800.00
189	Allowance - Materials	913.50	2					913.50				913.50
195	Allowance - Set bathroom towel bars, Robe hooks and Toilet Paper Holders	1,920.00	0.2					1,920.00				1,920.00
197	Allowance - Materials	326.25	2					326.25				326.25
198	Allowance - Cap and box out of new Foundation	9,600.00	1.0					9,600.00				9,600.00
199	Allowance - Materials	1,109.25	2					1,109.25				1,109.25
200	Allowance - Interior trim 2 windows 1 Exterior door	4,320.00	0.5					4,320.00				4,320.00
201	Allowance - Materials	652.50	2					652.50				652.50
202	Allowance - Interior (4) Doors and Hardware	7,380.00	0.5					7,380.00				7,380.00
203	Allowance - Materials	783.00	2					783.00				783.00
204	Allowance - New baseboards throughout	7,680.00	0.4					7,680.00				7,680.00
205	Allowance - Materials	1,827.00	2					1,827.00				1,827.00
206	Allowance - Bath Setting Cabinets, sub-tops, trim-out	1,920.00	0.2					1,920.00				1,920.00
207	Allowance - Materials	456.75	2					456.75				456.75
<b>Exterior Finishes</b>		<b>Element 7</b>										
210	Allowance - Technical Demo	960.00	0.5					960.00				960.00
211	Allowance - Materials	228.38	2					228.38				228.38
216	Allowance - Setting 2 Windows and 1 Exterior Doors	3,840.00	0.2					3,840.00				3,840.00
217	Allowance - Materials	417.60	2					417.60				417.60
218	Allowance - Waterproofing	2,880.00	0.2					2,880.00				2,880.00
219	Allowance - Materials	587.25	2					587.25				587.25
220	Allowance - Exterior Siding & Trim	7,680.00	0.5					7,680.00				7,680.00
221	Allowance - Materials	1,957.50	2					1,957.50				1,957.50
<b>Utility Upgrades</b>		<b>Element 8</b>										
230	Allowance - Technical Demo	1,680.00	0.2						1,680.00			1,680.00
231	Allowance - Materials	522.00	2						522.00			522.00
232	Allowance - Concrete Layout and Hardware	1,250.00	0.1						1,250.00			1,250.00
233	Allowance - Materials	261.00	2						261.00			261.00
234	Allowance - Framing for Mechanical Chases	7,680.00	0.5						7,680.00			7,680.00
235	Allowance - Materials	1,044.00	2						1,044.00			1,044.00
236	Allowance - Framing floor Plumbing Chases	1,440.00	0.2						1,440.00			1,440.00
237	Allowance - Materials	300.15	2						300.15			300.15
288	Project Management			80,691.78	29,094.40	9,081.28	6,935.45	4,307.04	16,212.10	9,452.47	16,851.16	172,625.68

**RECEIVED**  
**OCT 23 2019**  
**DEPT. OF BUILDING INSPECTION**  
**ACCEPTED**



Project: **ADU Legalization**

Foundation and Shoring	City Required Structural Upgrades	Framing Shell and Stairs	Garage and New Entry	2nd Floor Repairs to do the Lower Floor	Interior Finishes	Exterior Finishes	Utility Upgrades	Client Worksheet
------------------------	-----------------------------------	--------------------------	----------------------	---	-------------------	-------------------	------------------	------------------

## Sub-Contractors

### SITE DEVELOPMENT

<b>1 Engineering Services</b>								
289	Allowance - Foundation and Shoring	14,400.00	14,400.00					14,400.00
290	Allowance - City Required Structural Upgrades	5,400.00		5,400.00				5,400.00
<b>2 Concrete Cutting</b>								
299	Allowance - Cutback patio for new footing	1,020.00	1,020.00					1,020.00
300	Allowance - Cut existing slab to tie into existing foundation	1,440.00				1,440.00		1,440.00
304	Allowance - New ADU entry	1,440.00		1,440.00				1,440.00
306	Allowance - Utility Upgrades	1,440.00					1,440.00	1,440.00
<b>3 Site Winterization</b>								
309	Allowance - Foundation and Shoring	5,400.00	5,400.00					5,400.00
<b>4 Hazardous Chemical Abatement</b>								
319	Allowance - Lead Abatement	10,680.00	10,680.00					10,680.00
<b>5 Environmental Testing</b>								
329	Allowance - Asbestos abatement	3,840.00	3,840.00					3,840.00
<b>10 House Shoring for New Foundation</b>								
379	Allowance - Foundation and Shoring	17,474.40	17,474.40					17,474.40
<b>12 Line Location</b>								
406	Allowance - Utility Upgrades	1,080.00					1,080.00	1,080.00
<b>14 Demolition and Hauling</b>								
419	Allowance - Foundation and Shoring	5,400.00	5,400.00					5,400.00
420	Allowance - Remove interior non-load bearing walls	3,840.00		3,840.00				3,840.00
421	Allowance - Demo kitchen and bathroom	9,840.00			9,840.00			9,840.00
422	Allowance - Garage and New Entry	2,280.00			2,280.00			2,280.00
423	Allowance - 2nd Floor Repairs to do the Lower Floor	2,520.00				2,520.00		2,520.00
425	Allowance - Exterior Finishes	3,000.00					3,000.00	3,000.00
426	Allowance - Utility Upgrades	1,920.00					1,920.00	1,920.00
<b>15 Grading, Concrete, and Drainage</b>								
429	Allowance - Grout Injection for neighbor foundations stabilization	26,400.00	26,400.00					26,400.00
430	Allowance - Pour new foundation and mid span structural components in (5) separate lifts	76,800.00	76,800.00					76,800.00
431	Allowance - Concrete footings for stairs	7,800.00	7,800.00					7,800.00
432	Allowance - Wet set for steel bullard	6,480.00	6,480.00					6,480.00
433	Allowance - Poor New Finish Slab	14,400.00	14,400.00					14,400.00
434	Allowance - Tie into existing garage slab and parameter foundation	11,400.00	11,400.00					11,400.00
435	Allowance - Rework new man door entry for apartment	8,640.00	8,640.00					8,640.00
436	Allowance - Repair rear patio slab	3,840.00	3,840.00					3,840.00
<b>16 Drainage</b>								
439	Allowance - Foundation and Shoring	9,000.00	9,000.00					9,000.00
<b>19 Structural Concrete Waterproofing</b>								
469	Allowance - Water proof uphill foundation for seepage	10,680.00	10,680.00					10,680.00
<b>26 Special Inspection Services</b>								
539	Allowance - Foundation and Shoring	5,400.00	5,400.00					5,400.00
541	Allowance - Framing Shell and Stairs	1,440.00		1,440.00				1,440.00

**RECEIVED**  
**OCT 23 2019**  
**DEPT. OF BUILDING INSPECTION**  
**ACCEPTED**



Project: **ADU Legalization**

Foundation and Shoring	City Required Structural Upgrades	Framing Shell and Stairs	Garage and New Entry	2nd Floor Repairs to do the Lower Floor	Interior Finishes	Exterior Finishes	Utility Upgrades	Client Worksheet
------------------------------	--	--------------------------------	----------------------------	--	----------------------	----------------------	---------------------	---------------------

## EXTERIOR WATERPROOFING

<b>32 Stucco</b>								
605 Allowance - Exterior Finishes	8,640.00					8,640.00		8,640.00
<b>38 Electrical</b>								
659 Allowance - Sub Panel for ADU	2,880.00	2,880.00						2,880.00
660 Allowance - New ground for main panel	1,800.00	1,800.00						1,800.00
661 Allowance - Kitchen electrical	6,600.00					6,600.00		6,600.00
662 Allowance - Bathroom electrical	4,200.00					4,200.00		4,200.00
663 Allowance - Bedroom 1 electrical	1,800.00					1,800.00		1,800.00
664 Allowance - Bedroom 2 electrical	1,800.00					1,800.00		1,800.00
665 Allowance - Garage electrical reconfiguration	2,040.00					2,040.00		2,040.00
666 Allowance - Hardwired Carbon monoxide and smoke detectors	1,920.00					1,920.00		1,920.00
667 Allowance - Separate Electrical Between Units	3,720.00	3,720.00						3,720.00
668 Allowance - Electrical cleanup for (E) nonconforming electrical	2,760.00					2,760.00		2,760.00
<b>39 Plumbing</b>								
669 Allowance - Plumbing and drain for new kitchen	6,600.00	3,300.00				3,300.00		6,600.00
670 Allowance - Plumbing and transfer new bathroom	9,840.00	4,920.00				4,920.00		9,840.00
671 Allowance - Gas for stove	1,320.00					1,320.00		1,320.00
672 Allowance - Reconnect the lines for downspouts	2,640.00					2,640.00		2,640.00
673 Allowance - Reconnect upper floor to existing sewer line	3,840.00					3,840.00		3,840.00
<b>40 Mechanical and HVAC</b>								
679 Allowance - Install new dual zone Furnace to Service both ADU and Main floor	10,200.00					10,200.00		10,200.00
680 Allowance - Connect to existing ducting boots where possible run new ducting and instal	10,320.00	10,320.00						10,320.00
686 Allowance - Mechanical Venting	2,160.00					2,160.00		2,160.00
<b>43 Data/Phone/Sound/Video</b>								
714 Allowance - Interior Finishes	4,200.00					4,200.00		4,200.00
<b>49 Insulation</b>								
774 Allowance - Interior Finishes	9,360.00	9,360.00						9,360.00
<b>50 Drywall</b>								
780 Allowance - City Required Structural Upgrades	26,400.00	26,400.00						26,400.00
783 Allowance - 2nd Floor Repairs to do the Lower Floor	7,800.00	7,800.00						7,800.00
784 Allowance - Additional drywall for sound and fire separations between dwelling units	19,200.00				19,200.00			19,200.00
<b>51 Paint</b>								
794 Allowance - Interior Finishes	14,400.00	14,400.00						14,400.00
795 Allowance - Exterior Finishes	7,800.00				7,800.00			7,800.00
<b>52 Tile</b>								
803 Allowance - Bath floor	2,400.00	2,400.00						2,400.00
804 Allowance - Tile for New Shower and pan	9,120.00	9,120.00						9,120.00
805 Allowance - Kitchen backsplash	900.00					900.00		900.00
<b>53 Cabinet Fab. and Install (corrective from modular NIC)</b>								
814 Allowance - Kitchen Cabinets	14,400.00	14,400.00						14,400.00
815 Allowance - Bathroom cabinet	900.00					900.00		900.00

**RECEIVED**  
**OCT 23 2019**  
**DEPT. OF BUILDING INSPECTION**  
**ACCEPTED**



Project: **ADU Legalization**

	Foundation and Shoring	City Required Structural Upgrades	Framing Shell and Stairs	Garage and New Entry	2nd Floor Repairs to do the Lower Floor	Interior Finishes	Exterior Finishes	Utility Upgrades	Client Worksheet
<b>54 Stone</b>									
824 Allowance - Kitchen countertop	6,600.00	3,300.00				3,300.00			6,600.00
826 Allowance - Bathroom countertop	2,160.00							2,160.00	2,160.00
<b>61 Sheet Flooring</b>									
889 Allowance - New Vinyl Plank Floor	18,000.00	18,000.00							18,000.00
<b>63 Interior Glazing</b>									
914 Allowance - Shower door	1,800.00					1,800.00			1,800.00
<b>64 Closet Systems</b>									
919 Allowance - Bedroom 1 closet	2,160.00								
<b>Total Construction Costs:</b>									<b>1,015,445</b>

20 **THIS IS NOT A BID, IT'S HOW WE DO DESIGN** (These Costs do NOT include Pre-Construction Costs)

**Please Note:**

1. These prices are for directional purposes only. Once the scope of work and specifications are firmly established, final pricing may be obtained for all items in **BOLD BLUE** above.
2. This pricing does not include items discovered during the constructability review.
3. "Requires Further Investigation" is used to bring special attention to particular items for the purposes of this presentation. It is not intended to be a complete list of all items requiring further investigation.

**RECEIVED**  
**OCT 23 2019**  
**DEPT. OF BUILDING INSPECTION**  
**ACCEPTED** \_\_\_\_\_