



SAN FRANCISCO PLANNING DEPARTMENT

Discretionary Review Abbreviated Analysis HEARING DATE: FEBRUARY 6, 2020

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

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Date: January 27, 2020
Case No.: **2018-011031DRP-03**
Project Address: **219-223 Missouri Street**
Permit Applications: 2018.0730.5884
Zoning: RH-2 [Residential House, Two-Family]
40-X Height and Bulk District
Block/Lot: 4002 / 022
Project Sponsor: John Goldman
Goldman Architects
172 Russ Street
San Francisco, CA 94103
Staff Contact: David Winslow – (415) 575-9159
David.Winslow@sfgov.org
Recommendation: **Do Not Take DR and Approve**

PROJECT DESCRIPTION

The project proposes to construct a three-story vertical addition to an existing one-story, four dwelling building. The proposed building will be approximately 35 feet in height and contain two 382 sq. ft. studio units, a 1,265 three-bedroom unit, and a 1,544 sq. ft. four-bedroom unit, and two off-street parking spaces.

SITE DESCRIPTION AND PRESENT USE

The site is a 27'-10" wide x 77'-6" deep slightly lateral sloping lot with an existing 1-story, four dwelling building built in 1907 and is categorized as a 'C' – No Historic Resource present.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The buildings on this block of Missouri Street are generally 3-stories at the street face, that presents a consistent scale and sense of buildings that step with the slope. The mid-block open space is somewhat varied. The proposed project is immediately situated between a 3-story building and a 2-story building which extends into the mid-block open space less than its neighbors. The responsibility of the subject property' design is to moderate the massing between the two, and to fit into and preserve the adjacent neighbors' access to the mid-block open space.

BUILDING PERMIT NOTIFICATION

| TYPE | REQUIRED PERIOD | NOTIFICATION DATES | DR FILE DATE | DR HEARING DATE | FILING TO HEARING TIME |
|------------|-----------------|---------------------------------|--------------|-----------------|------------------------|
| 311 Notice | 30 days | July 22, 2019 – August 21, 2019 | 8.21. 2019 | 2.6. 2020 | 169 days |

HEARING NOTIFICATION

| TYPE | REQUIRED PERIOD | REQUIRED NOTICE DATE | ACTUAL NOTICE DATE | ACTUAL PERIOD |
|---------------|-----------------|----------------------|--------------------|---------------|
| Posted Notice | 20 days | October 25, 2020 | October 25, 2020 | 20 days |
| Mailed Notice | 20 days | October 25, 2020 | October 25, 2020 | 20 days |
| Online Notice | 20 days | October 25, 2020 | October 25, 2020 | 20 days |

PUBLIC COMMENT

| | SUPPORT | OPPOSED | NO POSITION |
|--|---------|---------|-------------|
| Adjacent neighbor(s) | 0 | 0 | 0 |
| Other neighbors on the block or directly across the street | 0 | 0 | 0 |
| Neighborhood groups | 0 | 0 | 0 |

ENVIRONMENTAL REVIEW

The Department has determined that the proposed project is exempt/excluded from environmental review, pursuant to CEQA Guideline Section 15301 (Class One - Minor Alteration of Existing Facility, (e) Additions to existing structures provided that the addition will not result in an increase of more than 10,000 square feet).

DR REQUESTORS

DR requestor 1:

Timothy and Katy Clem 212 Texas Street, adjacent neighbors to the East of the proposed project.

DR requestor 2:

Gabe Madway and Stacey Delo 215 Missouri, adjacent neighbor to the North and downhill of the proposed project.

DR requestor 3:

Jean Dumpit and Theodore Dumpit, Jr. of 227 Missouri, adjacent neighbor to the South and uphill of the proposed project.

DR REQUESTOR'S CONCERNS AND PROPOSED ALTERNATIVES

All DR requestors

Are concerned by the following issues:

1. The height and depth of the building is out of scale with the existing building scale at the mid-block open space.
2. The height and form are out of character with surrounding buildings at the street face.
3. The building is not articulated to minimize impacts to light and privacy to adjacent properties;
4. The proposal destroys affordable rent-controlled housing units and displaces tenants.

See attached *Discretionary Review Applications*, dated August 21, 2019.

PROJECT SPONSOR'S RESPONSE TO DR APPLICATION

The design has been extensively reviewed and modified to comply with the letter and intent of the Planning Code and Residential Design Guidelines. The proposed design responds to and fits the adjacent context, and there are no exceptional or extraordinary circumstances.

DEPARTMENT REVIEW

The Department's Residential Design Advisory Team (RDAT) re-reviewed this and confirmed that this meets the Residential Design Guidelines related to scale, character, and preservation of access to mid-block open space. The project sponsor has designed a building that moderates the massing of two adjacent buildings in a sensible manner and as such Staff deems there are no exceptional or extraordinary circumstances.

Specifically, staff finds:

1. The height of the building with the fourth-floor setback and tucked within a gabled roof maintains and moderates the scale at the street of the immediate neighboring buildings. The wood siding façade and detailing are compatible with neighboring buildings. The windows are sized and proportioned compatible with surrounding buildings. The overall height of the building has been reduced 3'-9" from the proposal sent in the 311 notification.
2. The building is articulated to minimize impacts to light, air and privacy. The proposed depth of the addition extends no further than the limit allowed by averaging the adjacent neighboring buildings. Furthermore, the building respects and maintains light, air, and visual access to the mid-block open space to adjacent neighbors by providing side setbacks. All decks are modestly sized and setback from adjacent buildings at least 5'. Windows are also appropriately sized and located to respect privacy impacts
3. There are currently no tenants due to Ellis act eviction over three years ago. The two ground floor units are to be rent controlled and maintain their original size.

| | |
|------------------------|-----------------------------------|
| RECOMMENDATION: | Do Not Take DR and Approve |
|------------------------|-----------------------------------|

Attachments:

Block Book Map

Sanborn Map

Zoning Map

Aerial Photographs

Context Photographs

Section 311 Notice

CEQA Determination

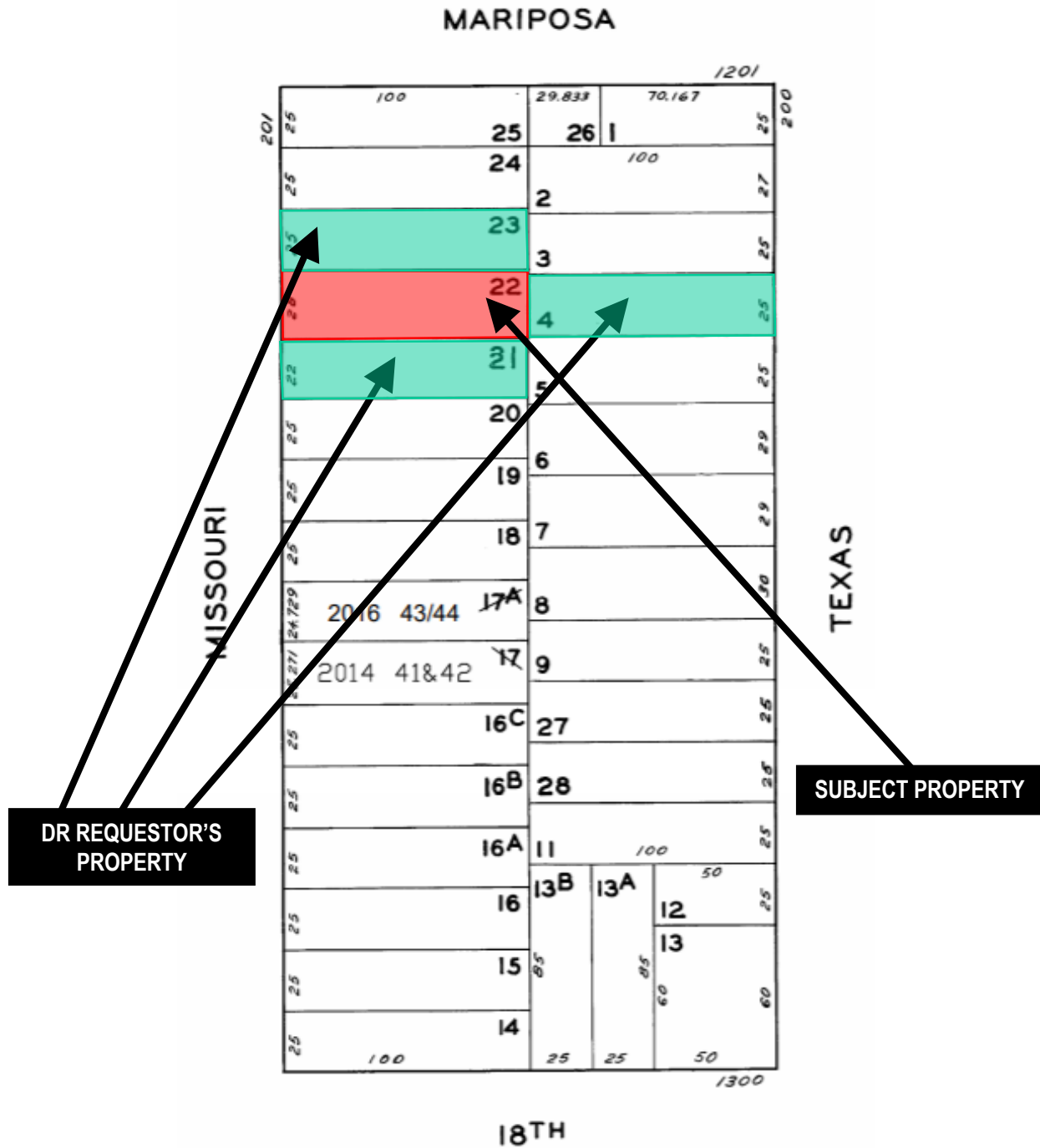
Eviction History

DR Applications

Revised plans and 3-D renderings dated 1.27.20

Exhibits

Parcel Map

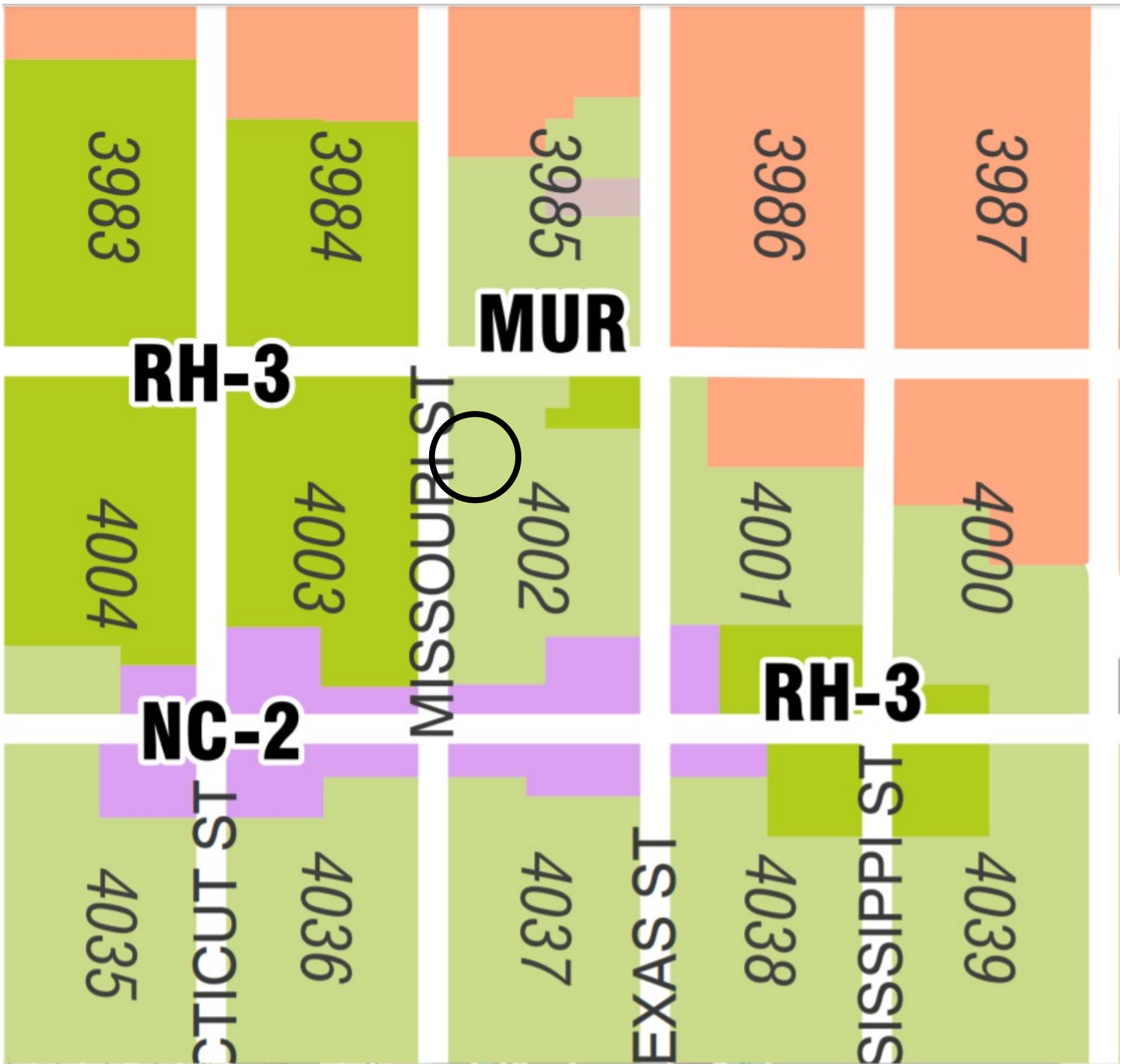


Discretionary Review Hearing
Case Number 2018-011031DRP-03
 219-223 Missouri Street

[illegible]

SAN FRANCISCO
PLANNING DEPARTMENT

Zoning Map



Discretionary Review Hearing
Case Number 2018-011031DRP-03
219-223 Missouri Street

Aerial Photo



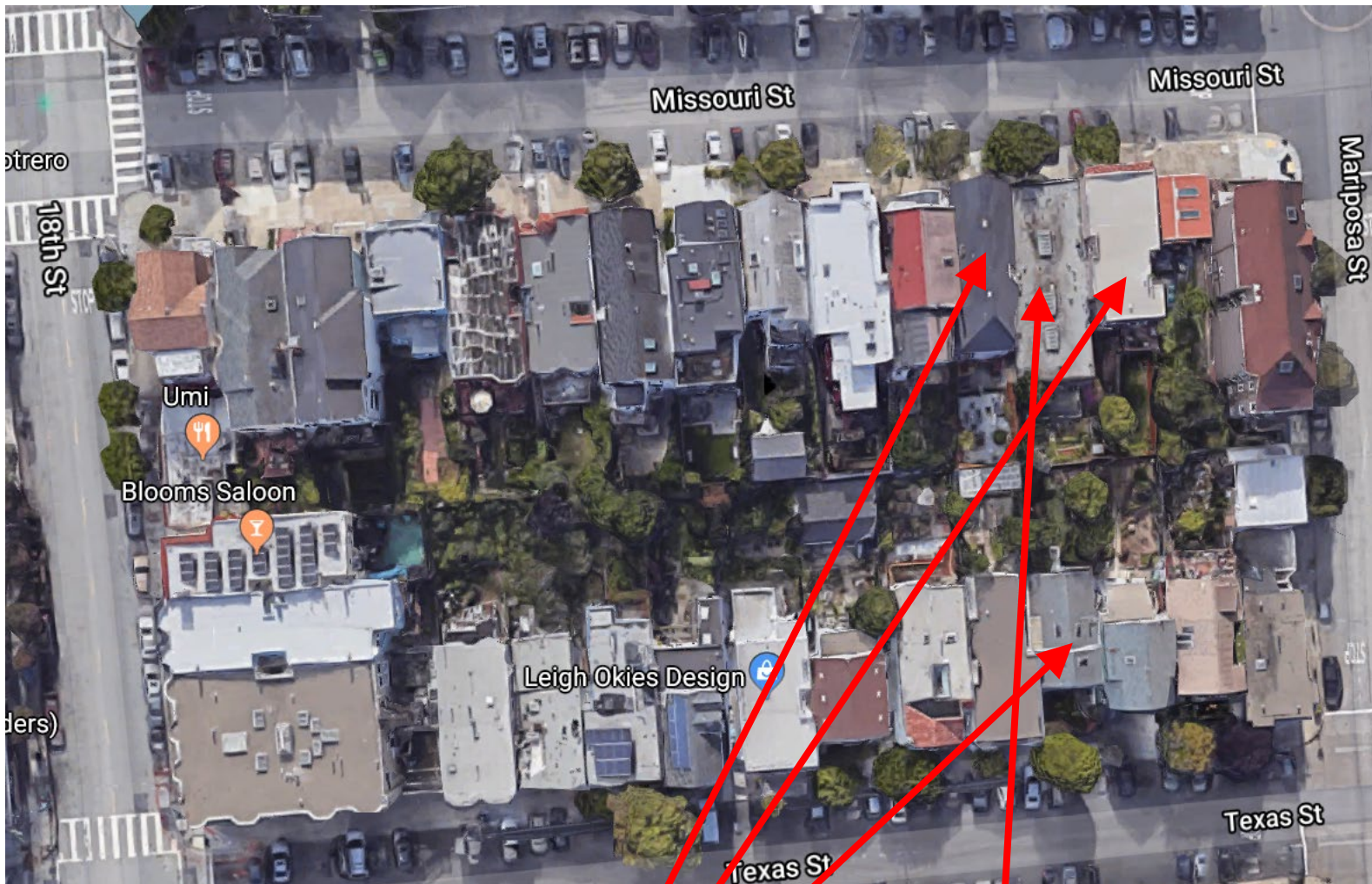
SUBJECT PROPERTY

DR REQUESTOR'S
PROPERTY



Discretionary Review Hearing
Case Number 2018-011031DRP-03
219-223 Missouri Street

Aerial Photo



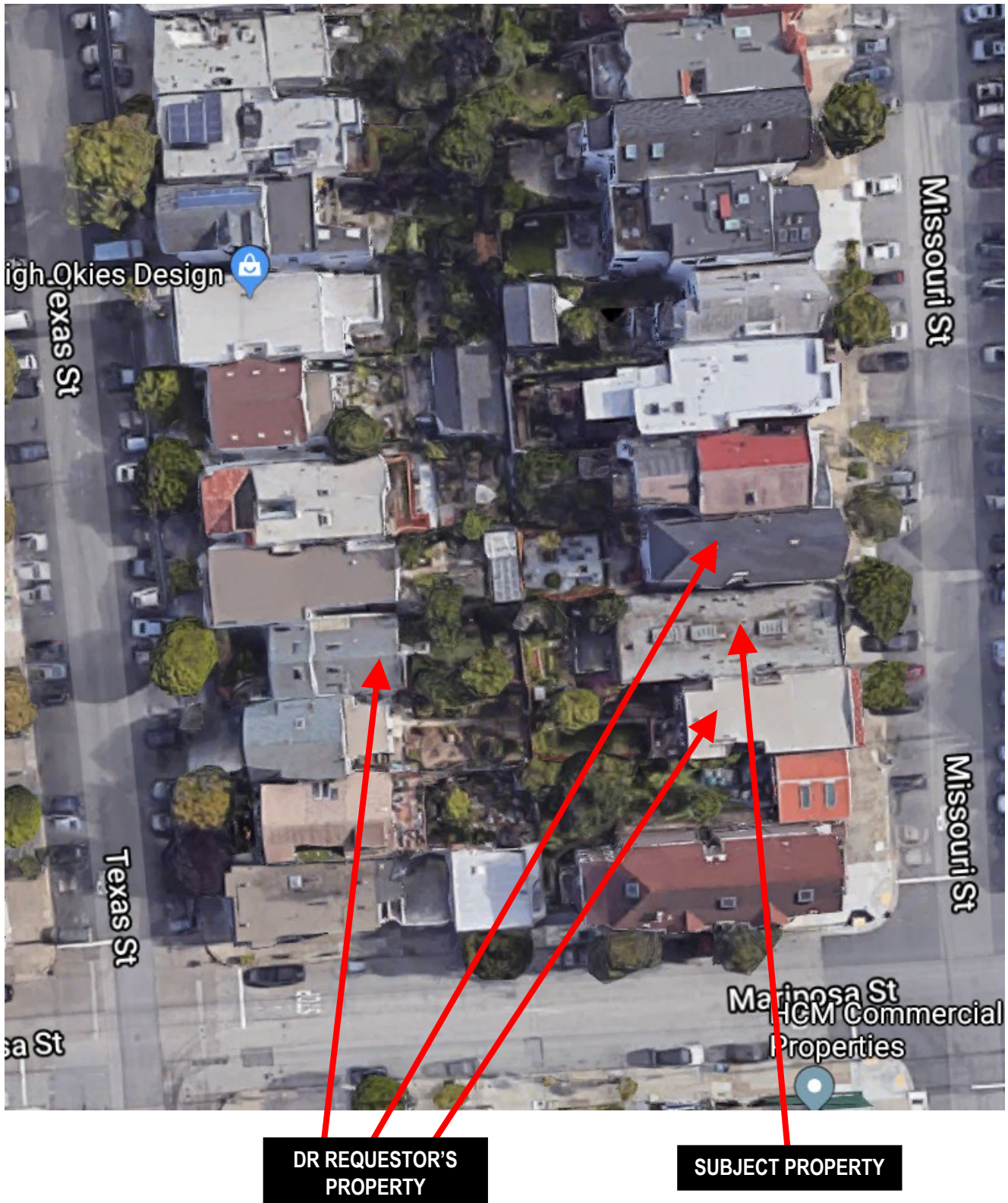
DR REQUESTOR'S
PROPERTY

SUBJECT PROPERTY



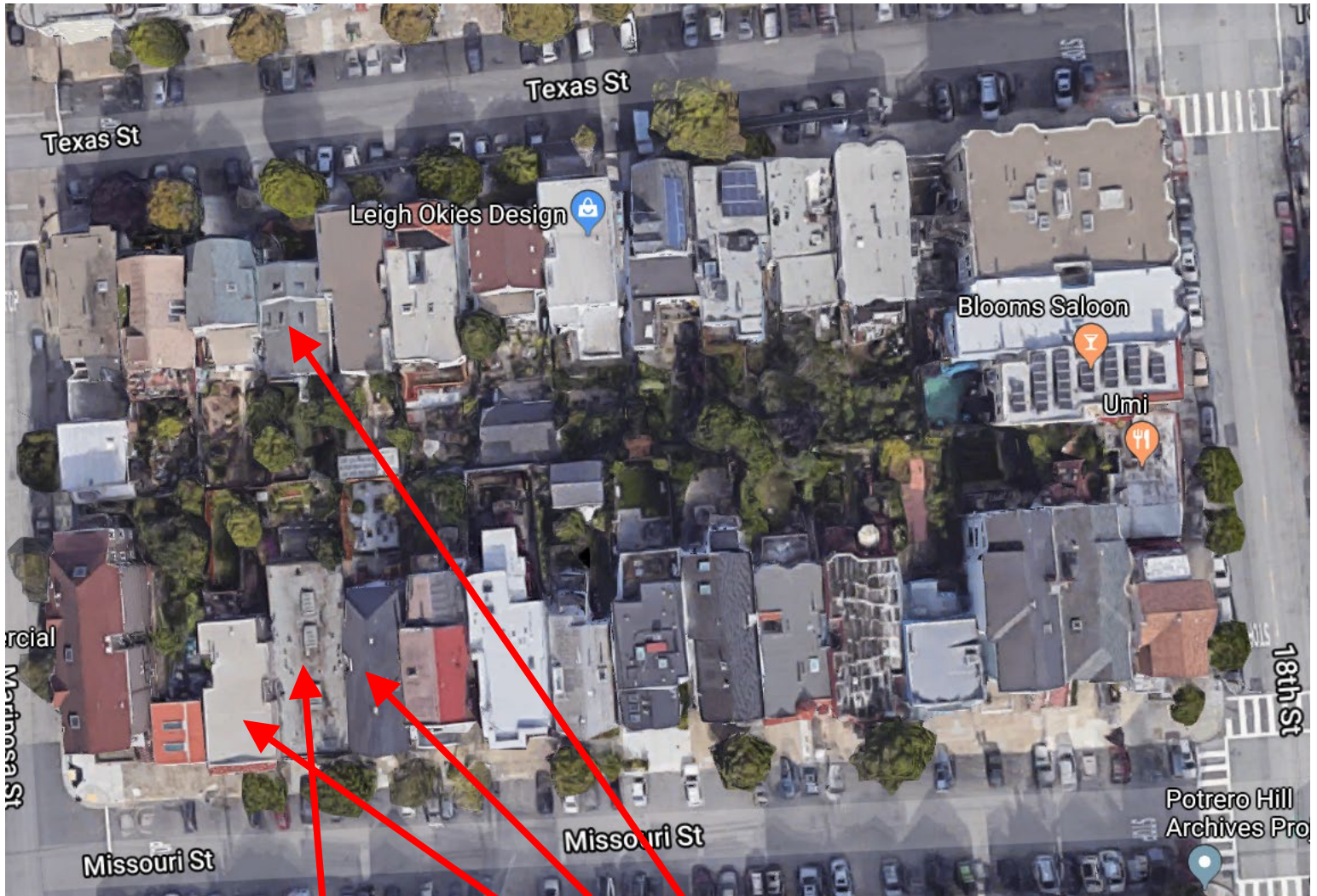
Discretionary Review Hearing
Case Number 2018-011031DRP-03
219-223 Missouri Street

Aerial Photo



Discretionary Review Hearing
Case Number 2018-011031DRP-03
219-223 Missouri Street

Aerial Photo



SUBJECT PROPERTY

DR REQUESTOR'S
PROPERTY



Discretionary Review Hearing
Case Number 2018-011031DRP-03
219-223 Missouri Street

Site Photo



SUBJECT PROPERTY

Discretionary Review Hearing
Case Number 2018-011031DRP-03
219-223 Missouri Street



SAN FRANCISCO PLANNING DEPARTMENT

1650 Mission Street Suite 400 San Francisco, CA 94103

NOTICE OF BUILDING PERMIT APPLICATION (SECTION 311)

On **July 30, 2018**, Building Permit Application No. **2018.07.30.5884** was filed for work at the Project Address below.

Notice Date: July 22nd, 2019

Expiration Date: August 21st, 2019

| PROJECT INFORMATION | | APPLICANT INFORMATION | |
|---------------------|---|-----------------------|--|
| Project Address: | 219-223 Missouri Street | Applicant: | John Goldman, Goldman Architects |
| Cross Street(s): | 18th & Mariposa Streets | Address: | 172 Russ Street |
| Block/Lot No.: | 4002/022 | City, State: | San Francisco, CA 94103 |
| Zoning District(s): | RH-2 / 40-X | Telephone: | (415) 391-1339 |
| Record No.: | 2018-011031PRJ | Email: | john@goldmanarchitects.com |

You are receiving this notice as an owner or occupant of property within 150 feet of the proposed project. **You are not required to take any action.** For more information about the proposed project, or to express concerns about the project, please contact the Applicant listed above or the Planner named below as soon as possible. If you believe that there are exceptional or extraordinary circumstances associated with the project, you may request that the Planning Commission review this application at a public hearing for Discretionary Review. Requests for a Discretionary Review hearing must be filed during the 30-day review period, prior to the close of business on the Expiration Date shown above, or the next business day if that date is on a week-end or a legal holiday. If no Requests for Discretionary Review are filed, this project will be approved by the Planning Department after the Expiration Date.

Members of the public are not required to provide personal identifying information when they communicate with the Commission or the Department. All written or oral communications, including submitted personal contact information, may be made available to the public for inspection and copying upon request and may appear on the Department's website or in other public documents.

| PROJECT SCOPE | | |
|--|---|--|
| <input type="checkbox"/> Demolition | <input type="checkbox"/> New Construction | <input checked="" type="checkbox"/> Alteration |
| <input checked="" type="checkbox"/> Change of Use | <input type="checkbox"/> Façade Alteration(s) | <input type="checkbox"/> Front Addition |
| <input type="checkbox"/> Rear Addition | <input type="checkbox"/> Side Addition | <input type="checkbox"/> Vertical Addition |
| PROJECT FEATURES | EXISTING | PROPOSED |
| Building Use | Residential (4 Dwelling Units) | No Change |
| Front Setback | None | No Change |
| Building Depth | 71-ft 5-in | No Change |
| Height | Approximately 13-ft 9-in | 40-ft |
| Rear Yard (To Rear Building Wall) | 28-ft 6-in | No Change |
| Number of Stories | 1 | 4 |
| Number of Dwelling Units | 4 | No Change |
| Off-Street Parking | 0 | 2 |
| PROJECT DESCRIPTION | | |
| <p>The project includes expansion of two of four dwelling units, construction of a three-story vertical addition, and addition of two new off-street parking spaces. The existing building's square footage would increase from 1,680 square feet to 5,274 square feet. Two of the four existing units would remain on the first floor. On the second, third and fourth floors, the remaining two dwelling units would be expanded. On the 2nd and 3rd floors, the new vertical addition is setback approximately 3-ft 7-in at front façade. On the 4th floor, the new vertical addition is setback 15-ft from front façade.</p> <p>The issuance of the building permit by the Department of Building Inspection or the Planning Commission project approval at a discretionary review hearing would constitute as the Approval Action for the project for the purposes of CEQA, pursuant to Section 31.04(h) of the San Francisco Administrative Code.</p> | | |

To view plans or related documents, visit sf-planning.org/notices and search the Project Address listed above. Once the property is located, click on the dot(s) to view details of the record number above, its related documents and/or plans.

For more information, please contact Planning Department staff:

Rich Sucre, 415-575-9108, richard.sucre@sfgov.org

GENERAL INFORMATION ABOUT PROCEDURES

Reduced copies of the proposed project plans have been included in this mailing for your information. If you have questions about the plans, please contact the project Applicant listed on the front of this notice. You may wish to discuss the plans with your neighbors or neighborhood association, as they may already be aware of the project. If you have general questions about the Planning Department's review process, contact the Planning Information Center (PIC) at 1660 Mission Street, 1st Floor (415) 558-6377 or pic@sfgov.org. If you have specific questions about the proposed project, you should contact the planner listed on the front of this notice.

If you believe that the impact on you from the proposed project is significant and you wish to seek to change the project, there are several procedures you may use. **We strongly urge that steps 1 and 2 be taken.**

1. Request a meeting with the project Applicant to get more information and to explain the project's impact on you.
2. Contact the nonprofit organization Community Boards at (415) 920-3820, or online at www.communityboards.org for a facilitated discussion in a safe and collaborative environment. Community Boards acts as a neutral third party and has, on many occasions, helped reach mutually agreeable solutions.
3. Where you have attempted, through the use of the above steps or other means, to address potential problems without success, please contact the planner listed on the front of this notice to discuss your concerns.

If, after exhausting the procedures outlined above, you still believe that exceptional and extraordinary circumstances exist, you have the option to request that the Planning Commission exercise its discretionary powers to review the project. These powers are reserved for use in exceptional and extraordinary circumstances for projects which generally conflict with the City's General Plan and the Priority Policies of the Planning Code; therefore the Commission exercises its discretion with utmost restraint. This procedure is called Discretionary Review. If you believe the project warrants Discretionary Review by the Planning Commission, **you must file a Discretionary Review application prior to the Expiration Date shown on the front of this notice.** Discretionary Review applications are available at the Planning Information Center (PIC), 1660 Mission Street, 1st Floor, or online at www.sfplanning.org. **You must submit the application in person** at the Planning Information Center (PIC), with all required materials and a check payable to the Planning Department. To determine the fee for a Discretionary Review, please refer to the Planning Department Fee Schedule available at www.sfplanning.org. If the project includes multiple building permits, i.e. demolition and new construction, a **separate request for Discretionary Review must be submitted, with all required materials and fee, for each permit that you feel will have an impact on you.** **Incomplete applications will not be accepted.**

If no Discretionary Review Applications have been filed within the Notification Period, the Planning Department will approve the application and forward it to the Department of Building Inspection for its review.

BOARD OF APPEALS

An appeal of the Planning Commission's decision on a Discretionary Review case may be made to the **Board of Appeals within 15 calendar days after the building permit is issued** (or denied) by the Department of Building Inspection. Appeals must be submitted in person at the Board's office at 1650 Mission Street, 3rd Floor, Room 304. For further information about appeals to the Board of Appeals, including current fees, contact the Board of Appeals at (415) 575-6880.

ENVIRONMENTAL REVIEW

This project has undergone preliminary review pursuant to California Environmental Quality Act (CEQA). If, as part of this process, the Department's Environmental Review Officer has deemed this project to be exempt from further environmental review, an exemption determination has been prepared and can be obtained through the Exemption Map at www.sfplanning.org. An appeal of the decision **to exempt the proposed project from CEQA may be made to the Board of Supervisors within 30 calendar days** after the project approval action identified on the determination. The procedures for filing an appeal of an exemption determination are available from the Clerk of the Board at City Hall, Room 244, or by calling (415) 554-5184.

Under CEQA, in a later court challenge, a litigant may be limited to raising only those issues previously raised at a hearing on the project or in written correspondence delivered to the Board of Supervisors, Planning Commission, Planning Department or other City board, commission or department at, or prior to, such hearing, or as part of the appeal hearing process on the CEQA decision.



SAN FRANCISCO PLANNING DEPARTMENT

CEQA Categorical Exemption Determination

PROPERTY INFORMATION/PROJECT DESCRIPTION

| | | |
|--|---|--|
| Project Address | | Block/Lot(s) |
| 219-223 MISSOURI ST | | 4002022 |
| Case No. | | Permit No. |
| 2018-011031ENV | | 201807305884 |
| <input checked="" type="checkbox"/> Addition/ Alteration | <input type="checkbox"/> Demolition (requires HRE for Category B Building) | <input type="checkbox"/> New Construction |
| Project description for Planning Department approval. Addition to existing 4 unit single story, approximately 1,952 square foot residential building. Proposed project would create approximately 5,292 square foot, 4 story, residential building. Project included facade alterations. | | |

STEP 1: EXEMPTION CLASS

| | |
|--|--|
| *Note: If neither class applies, an <i>Environmental Evaluation Application</i> is required.* | |
| <input checked="" type="checkbox"/> | Class 1 - Existing Facilities. Interior and exterior alterations; additions under 10,000 sq. ft. |
| <input type="checkbox"/> | Class 3 - New Construction. Up to three new single-family residences or six dwelling units in one building; commercial/office structures; utility extensions; change of use under 10,000 sq. ft. if principally permitted or with a CU. |
| <input type="checkbox"/> | Class 32 - In-Fill Development. New Construction of seven or more units or additions greater than 10,000 sq. ft. and meets the conditions described below: (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. (b) The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses. (c) The project site has no value as habitat for endangered rare or threatened species. (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. (e) The site can be adequately served by all required utilities and public services. FOR ENVIRONMENTAL PLANNING USE ONLY |
| <input type="checkbox"/> | Class ____ |

STEP 2: CEQA IMPACTS

TO BE COMPLETED BY PROJECT PLANNER

If any box is checked below, an *Environmental Evaluation Application* is required.

| | |
|--------------------------|---|
| <input type="checkbox"/> | Air Quality: Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities within an Air Pollution Exposure Zone? Does the project have the potential to emit substantial pollutant concentrations (e.g., backup diesel generators, heavy industry, diesel trucks, etc.)? (refer to EP_ArcMap > CEQA Catex Determination Layers > Air Pollution Exposure Zone) |
| <input type="checkbox"/> | Hazardous Materials: If the project site is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): Would the project involve 50 cubic yards or more of soil disturbance - or a change of use from industrial to residential? If yes, this box must be checked and the project applicant must submit an Environmental Application with a Phase I Environmental Site Assessment. <i>Exceptions: do not check box if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Maher program, a DPH waiver from the Maher program, or other documentation from Environmental Planning staff that hazardous material effects would be less than significant (refer to EP_ArcMap > Maher layer).</i> |
| <input type="checkbox"/> | Transportation: Does the project create six (6) or more net new parking spaces or residential units? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities? |
| <input type="checkbox"/> | Archeological Resources: Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in a non -archeological sensitive area? (refer to EP_ArcMap > CEQA Catex Determination Layers > Archeological Sensitive Area) |
| <input type="checkbox"/> | Subdivision/Lot Line Adjustment: Does the project site involve a subdivision or lot line adjustment on a lot with a slope average of 20% or more? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography) |
| <input type="checkbox"/> | Slope = or > 20%: Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography) If box is checked, a geotechnical report is required. |
| <input type="checkbox"/> | Seismic: Landslide Zone: Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report is required. |
| <input type="checkbox"/> | Seismic: Liquefaction Zone: Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report will likely be required. |

If no boxes are checked above, GO TO STEP 3. If one or more boxes are checked above, an *Environmental Evaluation Application* is required, unless reviewed by an Environmental Planner.

Comments and Planner Signature (optional): Laura Lynch

STEP 3: PROPERTY STATUS - HISTORIC RESOURCE
TO BE COMPLETED BY PROJECT PLANNER

| | |
|---|--|
| PROPERTY IS ONE OF THE FOLLOWING: <i>(refer to Parcel Information Map)</i> | |
| <input type="checkbox"/> | Category A: Known Historical Resource. GO TO STEP 5. |
| <input checked="" type="checkbox"/> | Category B: Potential Historical Resource (over 45 years of age). GO TO STEP 4. |
| <input type="checkbox"/> | Category C: Not a Historical Resource or Not Age Eligible (under 45 years of age). GO TO STEP 6. |

STEP 4: PROPOSED WORK CHECKLIST
TO BE COMPLETED BY PROJECT PLANNER

| | |
|--|--|
| Check all that apply to the project. | |
| <input type="checkbox"/> | 1. Change of use and new construction. Tenant improvements not included. |
| <input type="checkbox"/> | 2. Regular maintenance or repair to correct or repair deterioration, decay, or damage to building. |
| <input type="checkbox"/> | 3. Window replacement that meets the Department's <i>Window Replacement Standards</i> . Does not include storefront window alterations. |
| <input type="checkbox"/> | 4. Garage work. A new opening that meets the <i>Guidelines for Adding Garages and Curb Cuts</i> , and/or replacement of a garage door in an existing opening that meets the Residential Design Guidelines. |
| <input type="checkbox"/> | 5. Deck, terrace construction, or fences not visible from any immediately adjacent public right-of-way. |
| <input type="checkbox"/> | 6. Mechanical equipment installation that is not visible from any immediately adjacent public right-of-way. |
| <input type="checkbox"/> | 7. Dormer installation that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i> . |
| <input type="checkbox"/> | 8. Addition(s) that are not visible from any immediately adjacent public right-of-way for 150 feet in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features. |
| Note: Project Planner must check box below before proceeding. | |
| <input checked="" type="checkbox"/> | Project is not listed. GO TO STEP 5. |
| <input type="checkbox"/> | Project does not conform to the scopes of work. GO TO STEP 5. |
| <input type="checkbox"/> | Project involves four or more work descriptions. GO TO STEP 5. |
| <input type="checkbox"/> | Project involves less than four work descriptions. GO TO STEP 6. |

STEP 5: CEQA IMPACTS - ADVANCED HISTORICAL REVIEW
TO BE COMPLETED BY PROJECT PLANNER

| | |
|---|--|
| Check all that apply to the project. | |
| <input type="checkbox"/> | 1. Project involves a known historical resource (CEQA Category A) as determined by Step 3 and conforms entirely to proposed work checklist in Step 4. |
| <input type="checkbox"/> | 2. Interior alterations to publicly accessible spaces. |
| <input type="checkbox"/> | 3. Window replacement of original/historic windows that are not "in-kind" but are consistent with existing historic character. |
| <input checked="" type="checkbox"/> | 4. Façade/storefront alterations that do not remove, alter, or obscure character-defining features. |
| <input type="checkbox"/> | 5. Raising the building in a manner that does not remove, alter, or obscure character-defining features. |
| <input type="checkbox"/> | 6. Restoration based upon documented evidence of a building's historic condition, such as historic photographs, plans, physical evidence, or similar buildings. |

| | |
|--|--|
| <input type="checkbox"/> | 7. Addition(s) , including mechanical equipment that are minimally visible from a public right-of-way and meet the <i>Secretary of the Interior's Standards for Rehabilitation</i> . |
| <input checked="" type="checkbox"/> | 8. Other work consistent with the <i>Secretary of the Interior Standards for the Treatment of Historic Properties</i> (specify or add comments): Three-story vertical addition with garage and facade alterations |
| <input type="checkbox"/> | 9. Other work that would not materially impair a historic district (specify or add comments): (Requires approval by Senior Preservation Planner/Preservation Coordinator) |
| <input checked="" type="checkbox"/> | 10. Reclassification of property status. (Requires approval by Senior Preservation Planner/Preservation <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Reclassify to Category A a. Per HRER dated 11/12/2018 b. Other (specify): Per PTR dated 11/12/2018 </div> <div style="width: 45%;"> <input checked="" type="checkbox"/> Reclassify to Category C (attach HRER) </div> </div> |
| Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST check one box below. | |
| <input type="checkbox"/> | Further environmental review required. Based on the information provided, the project requires an <i>Environmental Evaluation Application</i> to be submitted. GO TO STEP 6. |
| <input checked="" type="checkbox"/> | Project can proceed with categorical exemption review. The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review. GO TO STEP 6. |
| Comments (optional): | |
| Preservation Planner Signature: Monica Giacomucci | |

STEP 6: CATEGORICAL EXEMPTION DETERMINATION
TO BE COMPLETED BY PROJECT PLANNER

| | | |
|-------------------------------------|---|--|
| <input type="checkbox"/> | Further environmental review required. Proposed project does not meet scopes of work in either (check all that apply): <input type="checkbox"/> Step 2 - CEQA Impacts <input type="checkbox"/> Step 5 - Advanced Historical Review STOP! Must file an <i>Environmental Evaluation Application</i>. | |
| <input checked="" type="checkbox"/> | No further environmental review is required. The project is categorically exempt under CEQA. There are no unusual circumstances that would result in a reasonable possibility of a significant effect. | |
| | Project Approval Action: Building Permit If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project. | Signature: Monica Giacomucci 11/19/2018 |
| | Once signed or stamped and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code. In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the first approval action. Please note that other approval actions may be required for the project. Please contact the assigned planner for these approvals. | |

STEP 7: MODIFICATION OF A CEQA EXEMPT PROJECT

TO BE COMPLETED BY PROJECT PLANNER

In accordance with Chapter 31 of the San Francisco Administrative Code, when a California Environmental Quality Act (CEQA) exempt project changes after the Approval Action and requires a subsequent approval, the Environmental Review Officer (or his or her designee) must determine whether the proposed change constitutes a substantial modification of that project. This checklist shall be used to determine whether the proposed changes to the approved project would constitute a "substantial modification" and, therefore, be subject to additional environmental review pursuant to CEQA.

PROPERTY INFORMATION/PROJECT DESCRIPTION

| | | |
|--|------------------------------|---|
| Project Address (If different than front page) | | Block/Lot(s) (If different than front page) |
| 219-223 MISSOURI ST | | 4002/022 |
| Case No. | Previous Building Permit No. | New Building Permit No. |
| 2018-011031PRJ | 201807305884 | |
| Plans Dated | Previous Approval Action | New Approval Action |
| | Building Permit | |
| Modified Project Description: | | |

DETERMINATION IF PROJECT CONSTITUTES SUBSTANTIAL MODIFICATION

| | |
|--|--|
| Compared to the approved project, would the modified project: | |
| <input type="checkbox"/> | Result in expansion of the building envelope, as defined in the Planning Code; |
| <input type="checkbox"/> | Result in the change of use that would require public notice under Planning Code Sections 311 or 312; |
| <input type="checkbox"/> | Result in demolition as defined under Planning Code Section 317 or 19005(f)? |
| <input type="checkbox"/> | Is any information being presented that was not known and could not have been known at the time of the original determination, that shows the originally approved project may no longer qualify for the exemption? |
| If at least one of the above boxes is checked, further environmental review is required. | |

DETERMINATION OF NO SUBSTANTIAL MODIFICATION

| | |
|--|---|
| <input type="checkbox"/> | The proposed modification would not result in any of the above changes. |
| If this box is checked, the proposed modifications are categorically exempt under CEQA, in accordance with prior project approval and no additional environmental review is required. This determination shall be posted on the Planning Department website and office and mailed to the applicant, City approving entities, and anyone requesting written notice. | |
| Planner Name: | Date: |
| | |



SAN FRANCISCO PLANNING DEPARTMENT

Planning Department Request for Eviction History Documentation

(Date) **10.22.19**

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

RE: Address of Permit Work: **219 - 223 MISSOURI**
Assessor's Block/Lot: **4002 / 022**
BPA # / Case #: **2018.011031 DRP**

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

DAVID WINSLOW

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: 219-223 Missouri

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:

Van Lam
Citizens Complaint Officer

Dated: 10-23-19

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



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

Action Log

***Eviction Notice # M142688
219-223 Missouri Street***

| Date | Action | By |
|----------|---|--------------|
| 12/ 5/14 | L provides 2 copies of 219 Missouri NTQ, one with pos to, and check for, Mark Slayton; the 2nd w/pos to, and check for, Jessica Slayton; L also filed one single copy of RB website printout of Section 37.9A Tenants Rights in Certain Displacements under Section 37.9(a)(13) w/NTQs M142688-M142691. No Ellis NOI on file yet. | Admin |
| 1/ 9/15 | L files a second NTQ for Unit 219 (two copies, one w/Pos for Mark Slayton; one for Stella Klose (prior NTQ listed Mark and Jessica Slayton as Ts). See M150210. NTQ states it supersedes prior NTQ. L did not file new NTQs for the other units in this bldg. L has not filed a Notice of Intent with the RB as of this date. | Cathy Helton |
| 3/30/15 | Ellis Notice of Intent filed 3/30/15, RB Case No. L150567 | Cathy Helton |

10/23/2019

[illegible]



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

Action Log

***Eviction Notice # M142689
219-223 Missouri Street***

| Date | Action | By |
|----------|---|--------------|
| 12/ 5/14 | L filed one single copy of RB website printout of Section 37.9A Tenants Rights in Certain Displacements Under Section 37.9(a)(13) w/NTQs M142688-M142691. No Ellis NOI on file yet. | Admin |
| 3/30/15 | Ellis Notice of Intent filed 3/30/15, RB Case No. L150567 | Cathy Helton |

10/23/2019

- ☐ 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 # M142690
219-223 Missouri Street***

| Date | Action | By |
|----------|---|--------------|
| 12/ 5/14 | L filed one single copy of RB website printout of Section 37.9A Tenants Rights in Certain Displacements Under Section 37.9(a)(13) w/NTQs M142688-M142691. No Ellis NOI on file yet. | Admin |
| 12/16/14 | Recd msg from T Anicich asking if NOI filed yet. Called her back and left msg advising NOI not on file yet. | Cathy Helton |
| 3/30/15 | Ellis Notice of Intent filed 3/30/15, RB Case No. L150567 | Cathy Helton |

10/23/2019

| | | | | | | |
|---------------------|-------------------------|------------------|------------------|--|-----------------------|--|
| 223 Number | Missouri Street Name | Street Suffix | A Unit# | M142691 Eviction_ID | 12/05/14 File Date | |
| 219-223 Building | Missouri Street | 4 # of Units | 94107 Zip | <input type="checkbox"/> OMI 37.9(I) or (J) Estoppel Filed | | |
| Complex | | | 1907 Yr Built | <input type="checkbox"/> OMI Constraints Until Date: | | |
| | | | | <input type="checkbox"/> Additional 37.9C Relocation Claimed | | |

| | | |
|--|--|---|
| <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 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 checked="" 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

Eviction Notice # M142691
219-223 Missouri Street

| Date | Action | By |
|----------|---|--------------|
| 12/ 5/14 | L filed one single copy of RB website printout of Section 37.9A Tenants Rights in Certain Displacements Under Section 37.9(a)(13) w/NTQs M142688-M142691. No Ellis NOI on file yet. | Admin |
| 12/ 8/14 | Rec'd call from T inquiring as to whether L has filed NOI. T wishes to apply for EAHP and an upcoming BMR lottery. Advised T that that I have not yet rec'd the NOI although NTQs were filed on 12/5/14. Advised T to feel free to continue to call me and check in about receipt. | Cathy Helton |
| 12/ 9/14 | Rec'd call from T inquiring re Ellis NOI filing. Left msg., no NOI yet. | Cathy Helton |
| 12/10/14 | Rec'd another call from T re Ellis NOI filing. Called back and advised no NOI yet, suggested she speak with a THC or other T advocacy group atty. | Cathy Helton |
| 12/12/14 | Rec'd msgs from both T and T's RE agent. In an abundance of caution, I called L atty who also confirms no NOI filed yet. Return'd calls to both T and T's agent (Ron?) at 317-8540 and confirmed no NOI on file yet. Advised T I will note computer to call her if NOI is filed. | Cathy Helton |
| 1/20/15 | T Ainsworth called to determine whether NOI on file yet. Advised her no NOI on file (the only update is L filed a new NTQ for one of the units (unit 219)). T is consulting w/an atty. Advised her I can transfer her to AWE unit if she decides to file a report of alleged wrongful eviction at RB. | Cathy Helton |
| 2/ 4/15 | Rec'd another call from T Ainsworth asking if NOI has been filed. Advised no NOI on file. | Cathy Helton |
| 3/30/15 | Ellis Notice of Intent filed 3/30/15, RB Case No. L150567 | Cathy Helton |
| 3/31/15 | Pursuant to earlier conversation w/T advising I would call her if NOI was filed, I called T Ainsworth and advised that NOI was filed 3/30/15. | Cathy Helton |

10/23/2019

☐ 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 # M150210
219-223 Missouri Street***

| Date | Action | By |
|---------|---|--------------|
| 1/ 9/15 | L filed a NTQ for Unit 219 Missouri only on 1/9/15. RB did not receive a 2nd NTQ Admin for the other three units previously served (Units 221, 223 and 223A). L previously (on 12/5/14) filed four NTQs for the bldg at 219-223 Missouri Street via separate notices to each of the units as follows: Unit 219 (M142688), Unit 221 (M142689), Unit 223 (M142690) and Unit 223A (M142691). L has not, to date, filed a NOI pursuant to any of the NTQs. | |
| 3/30/15 | Ellis Notice of Intent filed 3/30/15, RB Case No. L150567 | Cathy Helton |

10/23/2019

[illegible]



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

Action Log

***Petition # L150567
219-223 Missouri Street***

| Date | Action | By |
|-------------|--|--------------|
| 12/ 5/14 | Notice to Quit Filed (4): to units 219, 221, 223, 223A | Cathy Helton |
| 1/ 9/15 | Notice to Quit Filed (a 2nd NTQ filed this date for unit 219 only) | Cathy Helton |
| 3/30/15 | Ellis Notice Filed | Cathy Helton |
| 3/31/15 | Ellis Tenant Packets mailed | Cathy Helton |
| 5/ 8/15 | L files Amended Notice of Intent that added a tenant to unit 219 and stated the correct zip code. | Cathy Helton |
| 5/22/15 | Rec'd msg from T Emily Anchich. Left a return msg w/my direct #. | Cathy Helton |
| 7/ 2/15 | Tenant Extension Claim Filed (re T Klose, Unit 219, based on disability) | Cathy Helton |
| 7/ 2/15 | Tenant Extension Claim Filed (re T Ainsworth, Unit 223A, based on disability) | Cathy Helton |
| 7/ 6/15 | L Notice re Extension Claim Filed (re Units 219, 223 and 223A). L atty's letter states that L filed "amended notices of termination of tenancies" but the RB has no record of a second NTQ filing for any unit except for Unit 219 (filed in Jan. 2015). Four "amended" notices of filing notice of intent were filed 5/15/15. | Cathy Helton |
| 7/17/15 | Called and spoke to L atty Chung re her ltr dated 7/2/15 (filed at RB on 7/6/15) which states: "The owners . . . served tenants with amended notices of termination of tenancy . . . We filed a copy of the amended notices with the Rent Board and then we filed an amended Notice of Intent." I advised her the RB has no record of amended NTQs (save for the one amended Jan. 2015) & need to determine whether filed; if so RB needs stamped copy for record. She confirms that her records reflect the RB records - 4 NTQs filed December 2014, 1 unit amended in Jan. 2015. | Cathy Helton |
| 7/31/15 | L Response to 1-Year Extension Filed (granting to Unit 223A). L atty's ltr claims new date of w/d as 5/8/16 (L's NOI was filed 3/30/15). | Cathy Helton |
| 7/31/15 | L Response to 1-Year Extension Filed (granting to Unit 223). L atty's ltr claims new date of w/d as 5/8/16 (L's NOI was filed 3/30/15). | Cathy Helton |



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

Action Log

Petition # L150567
219-223 Missouri Street

| Date | Action | By |
|---------|--|--------------|
| 7/31/15 | L Response to 1-Year Extension Filed (granting to Unit 221). L atty's ltr claims new date of w/d as 5/8/16 (L's NOI was filed 3/30/15). | Cathy Helton |
| 7/31/15 | L Response to 1-Year Extension Filed (granting to Unit 219). L atty's ltr claims new date of w/d as 5/8/16 (L's NOI was filed 3/30/15). | Cathy Helton |
| 3/28/16 | Pursuant to tel. request, faxed redacted NOI and redacted Amd. NOI to Mary Catherine Wiederhold. | Cathy Helton |
| 4/ 4/16 | L ext letters list 5/8/16 as effective date, RB file lists 3/30/16 as NOI filing/eff. date. Status re effective date unclear. Hold to check status at future date. | Cathy Helton |
| 4/13/16 | Non-confidential side of file copied and certified for THC pursuant to dupl. request. | Cathy Helton |
| 5/25/16 | Called T atty Barber to inquire re status. He states Ts/his clients vacated and there is no ud pending. | Cathy Helton |
| 5/27/16 | Re-rental Request Filed (by Stella Klose, Unit 219) | Cathy Helton |
| 5/27/16 | Re-rental Request Filed (by Jessica Ainsworth, Unit 223A) | Cathy Helton |
| 6/ 1/16 | Constraints Recorded (entire bldg has a 1 yr. eff. date. RB recorded w/an effective date of 3/30/16, based on the 3/30/15 initial NOI filing date) | Cathy Helton |
| 6/10/16 | NOC Returned by Recorder | Cathy Helton |
| 8/12/19 | Non-confidential side of file copied for Stephen Williams of Law Office of Stephen M. Williams, pursuant to duplication request. | Cathy Helton |

RECORDING REQUESTED BY

City and County of San Francisco
Residential Rent Stabilization & Arbitration Board
25 Van Ness Avenue, Suite 320
San Francisco, CA 94102
(415) 252-4602



San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2016-K268816-00

Acct 37-Rent Arbitration Board
Thursday, JUN 02, 2016 08:24:58
Ttl Pd \$0.00 Rcpt # 0005389437
dm2/DM/1-1

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
(415) 252-4602

NOTICE OF CONSTRAINTS ON REAL PROPERTY

(to be recorded by the Rent Board)

Pursuant to Government Code Section 7060.2 and San Francisco Administrative Code Chapter 37, Section 37.9A, the City of San Francisco has determined to apply constraints to successors in interest to an owner(s) who has withdrawn residential accommodations from rent or lease.

The real property where the accommodations are located is specifically described as:

Block: 4002 Lot: 022

Address: 219-221-223-223A Missouri Street, San Francisco, CA 94107

Name of Owner(s): Karen Lum

The date on which the accommodations are to be withdrawn from rent or lease is **March 30, 2016**.

The constraints set forth in the following sections apply to the units until the dates indicated:

- Government Code Section 7060.2(a)&(d) and San Francisco Administrative Code Section 37.9A(a)&(b):
March 30, 2021. (Five years from date of withdrawal)
- Government Code Section 7060.2(c) and San Francisco Administrative Code Section 37.9A(c):
March 30, 2026. (Ten years from date of withdrawal)

**ALL OF THE TERMS AND OBLIGATIONS AS NAMED IN THIS DOCUMENT
WILL TERMINATE AUTOMATICALLY, WITHOUT THE NECESSITY OF ANY
RECORDED TERMINATION, AFTER MARCH 30, 2026.**

Dated: June 1, 2016


Robert Collins, Acting Executive Director,
San Francisco Rent Board

RECORDING REQUESTER:

City and County of San Francisco
Residential Rent Stabilization & Arbitration Board
25 Van Ness Avenue, Suite 320
San Francisco, CA 94102
(415) 252-4602

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
(415) 252-4602

NOTICE OF CONSTRAINTS ON REAL PROPERTY

(to be recorded by the Rent Board)

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The real property where the accommodations are located is specifically described as:

Block: 4002 Lot: 022

Address: 219-221-223-223A Missouri Street, San Francisco, CA 94107

Name of Owner(s): Karen Lum

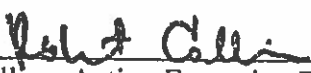
The date on which the accommodations are to be withdrawn from rent or lease is **March 30, 2016**.

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- Government Code Section 7060.2(a)&(d) and San Francisco Administrative Code Section 37.9A(a)&(b):
March 30, 2021. (Five years from date of withdrawal)
- Government Code Section 7060.2(c) and San Francisco Administrative Code Section 37.9A(c):
March 30, 2026. (Ten years from date of withdrawal)

**ALL OF THE TERMS AND OBLIGATIONS AS NAMED IN THIS DOCUMENT
WILL TERMINATE AUTOMATICALLY, WITHOUT THE NECESSITY OF ANY
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Dated: June 1, 2016


Robert Collins, Acting Executive Director,
San Francisco Rent Board



San Francisco Property Information Map - Internal Version

Public Access to Useful Property Information & Resources at the Click of a Mouse

Map Your
Help | Feedback
Tell us what you think of
this map.

[Link Disclaimer](#)

Step 1: Search or Click on the Map

Search Examples: 400 Van Ness Ave 0787/001
Mission and Van Ness 2011.0218
Ferry Building

219 missouri street



Measure Distance | Street View | Map Legend | Clear Map

Maps



MISSOURI ST

MARIPOSA ST

EXAS ST

0 50 100ft

Esri, HERE, DeLorme, Intermap,...

© 2015 San Francisco Planning Department

Step 2: Review Property Information

Click tabs below to view property or parcel information

Property

Zoning

Preservation

Planning Apps

Building Permits

Other Permits

Complaints

Appeals

BBNs

Property Report: 219 MISSOURI STREET

General information related to properties at this location.

PARCELS (Block/Lot):

4002/022

PARCEL HISTORY:*

None

ADDRESSES:

219 MISSOURI ST, SAN FRANCISCO, CA 94107

221 MISSOURI ST, SAN FRANCISCO, CA 94107

223 MISSOURI ST, SAN FRANCISCO, CA 94107

NEIGHBORHOOD:

Potrero Hill

CURRENT PLANNING TEAM:

SE Team

SUPERVISOR DISTRICT:

Select Language Powered by Google Translate

CENSUS TRACTS:

2010 Census Tract 022702

TRAFFIC ANALYSIS ZONE:

Traffic Analysis Zone: 214

RECOMMENDED PLANTS:

Would you like to grow plants that create habitat and save water? Check out the plants that we would recommend for this property at [SF Plant Finder](#).

REPORT OF RESIDENTIAL BUILDING RECORD (3-R):*

Authorized Use:* FOUR FAMILY DWELLING

Original Use:*

Occupancy Code:* R1

No. of Units:* 4

Parcel:* 4002/022

Last Updated:* 4/10/2001

CITY PROPERTIES:

None

PORT FACILITIES:

None

ASSESSOR'S REPORT:

[Send Feedback to the Assessors Office](#)

Address: 219-223 MISSOURI ST
Mailing Address:* 3201 BALBOA ST
SAN FRANCISCO CA, 94121
Parcel: 4002022
Assessed Values:
Land: \$457,938.00
Structure: \$201,249.00
Fixtures: -
Personal Property: \$270.00
Last Sale:* 11/1/2001
Last Sale Price:* \$547,000.00
Year Built: 1907
Building Area: 1,904 sq ft
Parcel Area: 2,800 sq ft
Parcel Shape:* R
Frontage:* -
Depth:* -
Construction Type:* Wood or steel frame
Use Type:* Apartment 4 units or less
Units: 4
Stories: 1
Rooms:* 12
Bedrooms:* -
Bathrooms:* 4
Owner:* KAREN LUM REVOC TR
3201 BALBOA ST
SAN FRANCISCO CA, 94121
Owner Date:* 7/1/2010
[Recorded Documents for this property](#)

[View Assessor's Block Map](#)

[View Planning Department Block Map*](#)

[View Planning Department Historic Block Map*](#)

[View Historic Sanborn Map](#)

* Fields marked with an asterisk are only visible to City staff.

TENDERLOIN HOUSING CLINIC

RANDALL M. SHAW
STEPHEN L. COLLIER
RAQUEL FOX
MATT MCFARLAND
JOSEPH BARBER
STEPHEN BOOTH

126 Hyde Street
San Francisco, CA 94102
Tel. (415) 771-9850
Fax. (415) 771-1287

RECEIVED

Contact:

2016 MAY 27 PM 2:49

Email: joseph@thelclinic.org
Phone: 771-9850 ext. 116

S.F. RESIDENTIAL RENT
STABILIZATION AND
ARBITRATION BOARD

May 26, 2016

VIA U.S. MAIL AND FAX

Lien L. Uy
Uy Law Group
436 14th Street, Suite 1106
Oakland, Ca 94612
Fax: (510) 260-2652

Re: Notices of Interest in Renewed Accommodation,
219 and 223A Missouri Street, San Francisco, CA 94107

Dear Ms. Uy:

Enclosed are the executed Notices of Interest in Renewed Accommodations as to the following tenants at the addresses indicated:

1. Stella Klose, 219 Missouri Street, San Francisco, CA 94107
2. Jessica Ainsworth, 223A Missouri Street, San Francisco, CA 94107.

Jessica Ainsworth also previously emailed her Notice of Interest in Renewed Accommodation to Karen Lum, the owner, at the time she vacated her unit.

Very truly yours,



Joseph K. Barber

Enclosures

cc: San Francisco Rent Board

City and County of San Francisco

Residential Rent Stabilization and Arbitration Board



Notice of Interest in Renewed Accommodations

S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD

To: Karen Lum, Focus Realty

(Owner's Name)

My name is Stella Klose

(Print Your Name)

I am/was a tenant at 219 Missouri Street

(Tenant's Address)

San Francisco, California 941 07

I wish to be contacted by the owner in the event that the accommodations at this address are again offered for rent or lease within ten years from the date on which they are withdrawn from rent or lease. I can be contacted at or through the following address(es) and wish any offer to renew the tenancy be sent to me as follows:

| First Address | Second Address |
|---|--|
| Stella Klose 2126 Havenscourt Blvd Oakland, CA 94621 Phone: 415-806-5635 Email: stellaklose@gmail.com | NAME c/o Joseph K. Barber Esq. Tenderloin Housing Clinic, 126 Hyde Street, 2nd Fl. San Francisco, CA 94102 Phone: 415-771-9850 ext. 116 Email: joseph@thclinic.org |

If you wish to include additional addresses, please attach a separate sheet of paper with the address(es) legibly written under the title "NOTICE OF INTEREST IN ACCOMMODATIONS - ADDITIONAL ADDRESSES." IT IS IMPORTANT TO UPDATE THIS INFORMATION IF THE TENANT LATER CHANGES HIS/HER ADDRESS BECAUSE THE OWNER IS ONLY OBLIGATED TO ATTEMPT TO CONTACT THE TENANT AT THE LAST ADDRESS GIVEN BY THE TENANT. BE SURE THESE OTHER ADDRESSES ARE FORWARDED TO BOTH THE OWNER(S) AND THE SAN FRANCISCO RENT BOARD.

This notice should be given to the owner(s) no later than 30 days after the day the tenant has vacated the property to be withdrawn. This notice can also be given to the San Francisco Rent Board, 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102 at any time.

5/15/2016

(Date)

(Signature of Tenant)

NOTE: EACH TENANT WHO IS INTERESTED IN RECEIVING NOTICE THAT THE ACCOMMODATIONS AT THIS ADDRESS ARE AGAIN OFFERED FOR RENT OR LEASE MUST FILE A SEPARATE NOTICE OF INTEREST IN RENEWED ACCOMMODATIONS.

City and County of San Francisco

Residential Rent Stabilization and
Arbitration Board
2016 MAY 27 PM 2:49



Notice of Interest in Renewed Accommodations

To: Karen Lum

(Owner's Name)

RESIDENTIAL RENT
STABILIZATION AND
ARBITRATION BOARD

My name is Jesisca Ainsworth

(Print Your Name)

I am/was a tenant at 223A Missouri Street

(Tenant's Address)

San Francisco, California 941 07

I wish to be contacted by the owner in the event that the accommodations at this address are again offered for rent or lease within ten years from the date on which they are withdrawn from rent or lease. I can be contacted at or through the following address(es) and wish any offer to renew the tenancy be sent to me as follows:

| First Address | Second Address |
|---|---|
| 1875 Mission Street #302 SF, CA 94107 Phone: 415-802-8747 Email: Jessica_Ainsworth@hotmail.com | NAME c/o Joseph K. Barber Esq. Tenderloin Housing Clinic, 126 Hyde Street, 2nd Fl. San Francisco, CA 94102 Phone: 415-771-9850 ext. 116 Email: joseph@thclinc.org |

If you wish to include additional addresses, please attach a separate sheet of paper with the address(es) legibly written under the title "NOTICE OF INTEREST IN ACCOMMODATIONS - ADDITIONAL ADDRESSES." IT IS IMPORTANT TO UPDATE THIS INFORMATION IF THE TENANT LATER CHANGES HIS/HER ADDRESS BECAUSE THE OWNER IS ONLY OBLIGATED TO ATTEMPT TO CONTACT THE TENANT AT THE LAST ADDRESS GIVEN BY THE TENANT. BE SURE THESE OTHER ADDRESSES ARE FORWARDED TO BOTH THE OWNER(S) AND THE SAN FRANCISCO RENT BOARD.

This notice should be given to the owner(s) no later than 30 days after the day the tenant has vacated the property to be withdrawn. This notice can also be given to the San Francisco Rent Board, 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102 at any time.

4/12/16
(Date)

J. Ainsworth
(Signature of Tenant)

NOTE: EACH TENANT WHO IS INTERESTED IN RECEIVING NOTICE THAT THE ACCOMMODATIONS AT THIS ADDRESS ARE AGAIN OFFERED FOR RENT OR LEASE MUST FILE A SEPARATE NOTICE OF INTEREST IN RENEWED ACCOMMODATIONS.

ACTIVITY REPORT

TIME : 03/28/2016 13:59
 NAME : SF RENT BOARD
 FAX : 4152524699
 TEL : 4152524600
 SER. # : BROA3J433656

| NO. | DATE | TIME | FAX NO./NAME | DURATION | PAGE(S) | RESULT | COMMENT |
|------|-------|-------|---------------|----------|---------|--------|---------|
| #034 | 12/30 | 16:02 | 914156420269 | 29 | 01 | OK | TX ECM |
| #035 | 01/05 | 11:20 | 914153331028 | 26 | 01 | OK | TX ECM |
| #036 | 01/06 | 17:10 | 914157711287 | 31 | 03 | OK | TX ECM |
| #037 | 01/11 | 14:47 | 4157963841 | 00 | 00 | BUSY | TX |
| #038 | 01/11 | 14:56 | 4157963841 | 00 | 00 | BUSY | TX |
| #040 | 01/11 | 15:37 | 914157963841 | 50 | 03 | OK | TX ECM |
| #039 | 01/11 | 15:38 | 4157963841 | 00 | 00 | BUSY | TX |
| #041 | 01/19 | 17:18 | 914156615902 | 24 | 02 | OK | TX ECM |
| #042 | 01/22 | 14:58 | 914157711287 | 51 | 04 | OK | TX ECM |
| #043 | 01/25 | 16:07 | 914154215587 | 02:41 | 08 | OK | TX ECM |
| #044 | 01/29 | 11:15 | 914154334841 | 00 | 00 | BUSY | TX |
| #045 | 01/29 | 11:17 | 914154334841 | 00 | 00 | BUSY | TX |
| #046 | 01/29 | 11:28 | 914154334841 | 01:10 | 05 | OK | TX ECM |
| #048 | 01/29 | 13:14 | 919163642754 | 01:42 | 04 | OK | TX |
| #050 | 01/29 | 13:19 | 919163642754 | 01:46 | 04 | OK | TX |
| #051 | 01/29 | 13:22 | 919163642754 | 49 | 01 | OK | TX |
| #052 | 02/03 | 09:52 | 914157711287 | 01:55 | 11 | OK | TX ECM |
| #053 | 02/03 | 13:23 | 914157018683 | 44 | 02 | OK | TX ECM |
| #054 | 02/05 | 17:08 | 914155679696 | 11:17 | 20 | OK | TX ECM |
| #055 | 02/08 | 16:01 | 914157962013 | 01:12 | 06 | OK | TX ECM |
| #056 | 02/09 | 11:16 | 914152762382 | 22 | 01 | OK | TX |
| #057 | 02/10 | 17:39 | 914152762382 | 22 | 01 | OK | TX |
| #058 | 02/17 | 12:15 | 914157711287 | 53 | 06 | OK | TX ECM |
| #059 | 02/17 | 15:17 | 914157719850 | 00 | 00 | BUSY | TX |
| #061 | 02/17 | 15:21 | 914157711287 | 04:52 | 24 | OK | TX ECM |
| #062 | 02/22 | 12:06 | 914154957204 | 25 | 02 | OK | TX ECM |
| #063 | 02/23 | 09:18 | 914152762382 | 01:07 | 03 | OK | TX |
| #064 | 02/25 | 12:05 | 914157962013 | 01:01 | 04 | OK | TX ECM |
| #065 | 02/25 | 16:11 | 914157711287 | 45 | 04 | OK | TX ECM |
| #066 | 03/01 | 16:27 | 914157711287 | 44 | 04 | OK | TX ECM |
| #067 | 03/11 | 13:12 | 914157711287 | 19 | 01 | OK | TX ECM |
| #068 | 03/14 | 12:40 | 0914152390367 | 00 | 00 | BUSY | TX |
| #069 | 03/14 | 12:50 | 914152390367 | 27 | 01 | OK | TX ECM |
| #070 | 03/15 | 10:32 | 914157711287 | 01:19 | 07 | OK | TX ECM |
| #071 | 03/15 | 16:38 | 913108592325 | 01:43 | 08 | OK | TX ECM |
| #072 | 03/16 | 16:00 | 912026283430 | 38 | 03 | OK | TX ECM |
| #073 | 03/18 | 14:43 | 914157962013 | 30 | 03 | OK | TX ECM |
| #074 | 03/21 | 15:49 | 914082736087 | 03:00 | 08 | OK | TX |
| #075 | 03/21 | 16:00 | 914157886863 | 17 | 01 | OK | TX |
| #077 | 03/28 | 13:53 | 914157491487 | 02:07 | 08 | OK | TX ECM |

BUSY: BUSY/NO RESPONSE
 NG : POOR LINE CONDITION / OUT OF MEMORY
 CV : COVERPAGE
 POL : POLLING
 RET : RETRIEVAL

Redacted NOI +
 Redacted Amd NOI
 to m.c. Wiederhold
 3/28/16.

UY LAW
—GROUP—

Lien L. Uy
Robert Uy

RECEIVED
436, 14th Street, Suite 1106
Oakland, CA 94612
(510) 893-3294 (phone)
(510) 260-2652 (fax)

Via First Class Mail

July 29, 2015

San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

RE: 219 Missouri Street, San Francisco, CA 94107
Notice Regarding Extension of the Date of Withdrawal

Dear San Francisco Rent Board:

My office represents the property owner/landlord of the above property, Karen Lum. On May 8, 2015, Ms. Lum filed an amended Notice of Intent to Withdraw Rental Units, and then on July 6, 2015, the owner notified the Rent Board that the following tenant has requested an extension of the date of withdrawal:

- 219 Missouri Street – tenant Stella Klose

The landlord does not dispute the tenant's claim for a one-year extension. Therefore, pursuant to Section 37.9A(f)(4) of the San Francisco Rent Ordinance, **the new date of withdrawal for 223 Missouri Street is extended to May 8, 2016.**

I have enclosed a copy of this letter. Please file-stamp the copy and return it to our office using the self-addressed, stamped envelope that I have enclosed. Thank you.

Sincerely,



Pamela Chung
Attorney at Law

Cc: Stella Klose
219 Missouri Street
San Francisco, CA 94107

UY LAW GROUP

Lien L. Uy
Robert Uy

RECEIVED
7015
436 14th Street, Suite 1106
Oakland, CA 94612
(510) 893-3294 (phone)
(510) 260-2652 (fax)

Via First Class Mail

July 29, 2015

San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

RE: 221 Missouri Street, San Francisco, CA 94107
Tenant Miranda Sun
Notice Regarding Extension of the Date of Withdrawal

Dear San Francisco Rent Board:

My office represents the property owner/landlord of the above property, Karen Lum. On May 8, 2015, Ms. Lum filed with the Rent Board an amended Notice of Intent to Withdraw Rental Units. Now, pursuant to San Francisco Rent Ordinance Section 37.9A(f)(4)(C), Ms. Lum opts to extend the date of withdrawal to one year after the date of delivery to the Rent Board of the Notice of Intent to Withdrawal Rental Units. As such, **the new date of withdrawal for 221 Missouri Street is extended to May 8, 2016.**

I have enclosed a copy of this letter. Please file-stamp the copy and return it to our office using the self-addressed, stamped envelope that I have enclosed. Thank you.

Sincerely,



Pamela Chung
Attorney at Law

Cc: Miranda Sun

UY LAW GROUP

Lien L. Uy
Robert Uy

2015 JUL 31 PM 2:11

436 14th Street, Suite 1106
Oakland, CA 94612
(510) 893-3294 (phone)
(510) 260-2652 (fax)

Via First Class Mail

July 29, 2015

San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

RE: 223 Missouri Street, San Francisco, CA 94107
Notice Regarding Extension of the Date of Withdrawal

Dear San Francisco Rent Board:

My office represents the property owner/landlord of the above property, Karen Lum. On May 8, 2015, Ms. Lum filed an amended Notice of Intent to Withdraw Rental Units, and then on July 6, 2015, the owner notified the Rent Board that the following tenant has requested an extension of the date of withdrawal:

- 223 Missouri Street – tenant Emily Anicich

The landlord does not dispute the tenant's claim for a one-year extension. Therefore, pursuant to Section 37.9A(f)(4) of the San Francisco Rent Ordinance, **the new date of withdrawal for 223 Missouri Street is extended to May 8, 2016.**

I have enclosed a copy of this letter. Please file-stamp the copy and return it to our office using the self-addressed, stamped envelope that I have enclosed. Thank you.

Sincerely,



Pamela Chung
Attorney at Law

Cc: Emily Anicich
223 Missouri Street
San Francisco, CA 94107

UY LAW
GROUP

Lien L. Uy
Robert Uy

2015 JUL 31 PM 2:11

S.F. MAY 8 2016

436 14th Street, Suite 1106
Oakland, CA 94612
(510) 893-3294 (phone)
(510) 260-2652 (fax)

Via First Class Mail

July 29, 2015

San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

RE: 223A Missouri Street, San Francisco, CA 94107
Notice Regarding Extension of the Date of Withdrawal

Dear San Francisco Rent Board:

My office represents the property owner/landlord of the above property, Karen Lum. On May 8, 2015, Ms. Lum filed an amended Notice of Intent to Withdraw Rental Units, and then on July 6, 2015, the owner notified the Rent Board that the following tenant has requested an extension of the date of withdrawal:

- 223A Missouri Street – tenant Jessica Ainsworth

The landlord does not dispute the tenant's claim for a one-year extension. Therefore, pursuant to Section 37.9A(f)(4) of the San Francisco Rent Ordinance, **the new date of withdrawal for 223A Missouri Street is extended to May 8, 2016.**

I have enclosed a copy of this letter. Please file-stamp the copy and return it to our office using the self-addressed, stamped envelope that I have enclosed. Thank you.

Sincerely,



Pamela Chung
Attorney at Law

Cc: Jessica Ainsworth
223A Missouri Street
San Francisco, CA 94107

UY LAW GROUP

Lien L. Uy
Robert Uy

RECEIVED
436 14th Street, Suite 1106
Oakland, CA 94612
(510) 893-3294 (phone)
(510) 260-2652 (fax)

Via First Class Mail

July 2, 2015

San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

RE: 219 Missouri Street, 223 Missouri Street, and 223A Missouri Street, San Francisco, CA 94107
Receipt of Tenant's Claim to an Extension of the Date of Withdrawal

Dear San Francisco Rent Board:

The owners of the real property located at 219-223A Missouri Street served tenants with amended notices of termination of tenancies under the Ellis Act (the previous notices of termination had the incorrect zip code). We filed a copy of the amended notices with the Rent Board, and then we filed an amended Notice of Intent to Withdraw Residential Units from the Rental Market on May 8, 2015.

We have received claims to an extension of the date of withdrawal from several tenants as outlined below:

- 219 Missouri Street – tenant Stella Klose based on disability;
- 223 Missouri Street – tenant Emily Anicich based on disability; and
- 223A Missouri Street – tenant Jessica Ainsworth based on disability.

I have enclosed a copy of this letter. Please file-stamp the copy and return it to our office using the self-addressed, stamped envelope that I have enclosed. Thank you.

Sincerely,



Pamela Chung
Attorney at Law

TENDERLOIN HOUSING CLINIC

126 Hyde Street
San Francisco, CA 94102
Tel. (415) 771-9850
Fax. (415) 771-1287

RANDALL M. SHAW
STEPHEN L. COLLIER
RAQUEL FOX
MATT MCFARLAND

RECEIVED Contact:

2015 JUL -2 PM Email: joseph@theline.org
Phone: 771-9850 ext. 116

June 30, 2015

VIA U.S. MAIL AND FAX

Lien L. Uy
Uy Law Group
436 14th Street, Suite 1106
Oakland, Ca 94612
Fax: (510) 260-2652

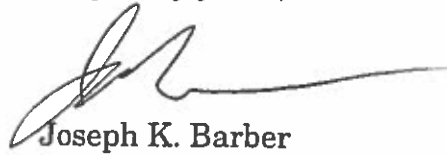
Re: Stella Klose, 219 Missouri Street
San Francisco, CA 94107

Dear Ms. Uy:

I represent Stella Klose, a tenant at 219 Missouri Street, San Francisco, CA. This letter serves to inform you that Ms. Klose is disabled within the meaning of Government Code § 12955.3 and has lived at the premises for over one year. Therefore, Ms. Klose is entitled to a one year extension of her Notice of Termination of Tenancy and additional relocation payments pursuant to the Ellis Act and San Francisco Rent Ordinance.

In addition, this letter provides notice that Ms. Klose will deposit her first-half relocation payments in her client trust account at my office. By sending this letter and depositing these funds in her client trust account, my client is in no way conceding that the Notice of Termination of Tenancy, the Notice of Intent to Withdraw filed with the Rent Board, the Notice of Filing of Notice of Intent, or any other documents or filings, are in any way valid, nor does she waive any rights to contest the validity of these notices or filings.

Very truly yours,



Joseph K. Barber
Attorney at Law

June 30, 2015
Page 2

Bcc: Client
Rent Board

TENDERLOIN HOUSING CLINIC

RANDALL M. SHAW
STEPHEN L. COLLIER
RAQUEL FOX
MATT MCFARLAND

126 Hyde Street
San Francisco, CA 94102
Tel. (415) 771-9850
Fax. (415) 771-1287

RECEIVED
Contact:

2015 JUL -2
Email: joseph@thelclinic.org
Phone: 771-9850 ext. 116

June 30, 2015

VIA U.S. MAIL AND FAX

Lien L. Uy
Uy Law Group
436 14th Street, Suite 1106
Oakland, Ca 94612
Fax: (510) 260-2652

Re: Jessica Ainsworth, 223A Missouri Street
San Francisco, CA 94107

Dear Ms. Uy:

I represent Jessica Ainsworth, a tenant at 223A Missouri Street, San Francisco, CA. This letter serves to inform you that Ms. Ainsworth is disabled within the meaning of Government Code § 12955.3 and has lived at the premises for over one year. Therefore, Ms. Ainsworth is entitled to a one year extension of her Notice of Termination of Tenancy and additional relocation payments pursuant to the Ellis Act and San Francisco Rent Ordinance.

In addition, this letter provides notice that Ms. Ainsworth will deposit her first-half relocation payments in her client trust account at my office. By sending this letter and depositing these funds in her client trust account, my client is in no way conceding that the Notice of Termination of Tenancy, the Notice of Intent to Withdraw filed with the Rent Board, the Notice of Filing of Notice of Intent, or any other documents or filings, are in any way valid, nor does she waive any rights to contest the validity of these notices or filings.

Very truly yours,


Joseph K. Barber
Attorney at Law

June 30, 2015
Page 2

Bcc: Client
Rent Board

Notice of Filing of (Amended) Notice of Intent with the San Francisco Rent Board

TO: Stella Klose, Mark Slayton and any other occupant(s) claiming the right to possess the premises to which this notice relates:

219 Missouri Street, San Francisco, CA 94107, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9A(f)(1) to the owner/landlord of the above premises, Karen Lum, ("Landlord") has delivered and filed a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board") on **May 8, 2015**. Accordingly, you are required to deliver possession of said subject premises to the Landlord, **on or before September 8, 2015**, which is 120 days after the date of filing and excluding court holidays pursuant to California Code of Civil Procedure sections 12a and 135 and Government Code section 6700.

The Notice of Intent stated your name and that you paid \$800.39 rent as an occupant of the subject property. Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this notice. You are hereby further notified that you have tenant's or lessee's rights to reoccupancy and to relocation assistance under Subsections 37.9A(c) and (e).

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), if you are a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and have lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board, then the date of withdrawal for the subject property shall be extended to one-year after the date of delivery of the notice to the Rent Board. To qualify for this one year extension, you must give written notice to Landlord of your entitlement to the one-year extension by **July 7, 2015**, which is 60 days from the date of Landlord's filing of the Notice of Intent with the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

YOU ARE FURTHER ADVISED that if you have any questions regarding this notice, you may consult with your attorney. This notice supersedes all prior notices of filing of notice of intent with the San Francisco Rent Board, if any.

Dated: May 12, 2015



Lien L. Uy,

Attorney for the owner/landlord,
Karen Lum

Uy Law Group
436 14th Street, Suite 1106
Oakland, CA 94612
Tel: 510-893-3294
Fax: 510-260-2652

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

Sec. 37.9A Tenant Rights in Certain Displacements Under Section 37.9(a)(13).

[Added by Ord. No. 193-86, effective July 1, 1986; amended by Ord. No. 320-94, effective October 15, 1994; Ord. No. 348-99, effective January 29, 2000; Ord. No. 5-00, effective February 13, 2000; Ord. No. 91-03, effective June 15, 2003; Ord. No. 21-05, effective February 20, 2005; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014]

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13), withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 et seq., if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9(A)(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section

1 37.9A(a)(1).

2 (b) Treatment of Replacement Units. If one or more units covered by subsection (a) is
3 demolished, and one or more new units qualifying as rental units under this chapter but for the
4 date on which they first receive a certificate of final completion and occupancy are constructed
5 on the same property, and offered for rent or lease within five years of the date the last of the
6 original units became vacant, the newly constructed units shall be offered at rents not greater
7 than those reasonably calculated to produce a fair and reasonable return on the newly
8 constructed units, notwithstanding Section 37.2(r)(5) or any other provision of this chapter. The
9 provisions of this chapter shall thereafter apply. The Board shall adopt rules for determining the
10 rents necessary to provide a fair and reasonable return.

11 (c) Rights to Re-Rent. Any owner who again offers for rent or lease any unit covered by
12 subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from
13 the unit as follows:

14 (1) If any tenant or lessee has advised the owner in writing within 30 days of
15 displacement of his or her desire to consider an offer to renew the tenancy and has furnished the
16 owner with an address to which that offer is to be directed, the owner must make such an offer
17 whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant,
18 lessee, or former tenant or lessee may advise the owner at any time of a change of address to
19 which an offer is to be directed.

20 (2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within
21 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent
22 the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the
23 offer in writing within 30 days after the owner has notified the City of an intention to re-rent the
24 unit. If the unit is offered for rent or lease more than two years after the date the unit was
25 withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was
26 displaced for failure to comply with this subsection (c)(2), for punitive damages in an amount
27 which does not exceed the contract rent for six months.

28 (3) If any former tenant or lessee has requested an offer to renew the tenancy,

1 either directly to the landlord or after notice from the Rent Board, then the owner shall offer to
2 reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall
3 be deposited in the United States mail, by registered or certified mail with postage prepaid,
4 addressed to the displaced tenant or lessee at the address furnished to the owner as provided
5 by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall
6 have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of
7 that acceptance or by deposit of the acceptance in the United States mail by registered or
8 certified mail with postage prepaid.

9 (4) If more than one tenant or lessee attempts to accept the offer for a given unit,
10 the landlord shall notify each tenant or lessee so accepting that other acceptances have been
11 received, and shall further advise each such tenant or lessee of the names and addresses of the
12 others. If all such tenants or lessees do not within thirty (30) days thereafter agree and notify the
13 landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first
14 occupied the unit previously shall be entitled to accept the landlord's offer. If more than one
15 eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or
16 lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the
17 unit.

18 (d) Re-Rental Within Two Years. If a unit covered by subsection (a) is offered for rent or
19 lease within two years of the date of withdrawal:

20 (1) The owner shall be liable to any tenant or lessee who was displaced from the
21 property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this
22 paragraph shall be brought within three years of withdrawal of the unit from rent or lease.
23 However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy
24 available under the law.

25 (2) The City may institute a civil proceeding against the owner who has again
26 offered the unit for rent or lease, for exemplary damages for displacement of tenants or lessees.
27 Any action by the City pursuant to this paragraph shall be brought within three years of the
28 withdrawal of the unit from rent or lease.

1 (e) Relocation Payments to Tenants.

2 (1) Before August 10, 2004, Low Income, Elderly or Disabled. Where a landlord
3 seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units
4 was filed with the Board before August 10, 2004, the relocation payments described in this
5 Subsection 37.9A(e)(1) shall be limited to tenants who are members of lower income
6 households, who are elderly, or who are disabled, as defined below.

7 (A) Tenants who are members of lower income households, as defined by
8 Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit
9 based upon Section 37.9(a)(13), in addition to all rights under any other provision of law, shall be
10 entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days
11 of the landlord's receipt of written notice from the tenants of their entitlement to the relocation
12 payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit.

13 (B) With respect to Subsection 37.9A(e)(1)(A) above, the Mayor's Office
14 of Housing or its successor agency shall annually determine the income limits for lower income
15 households, adjusted for household size.

16 (C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the
17 size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at
18 the time such notice is served, is 62 years of age or older, or who is disabled within the meaning
19 of Section 12955.3 of the California Government Code, shall be entitled to receive \$3,000.00,
20 \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of
21 written notice from the tenant of entitlement to the relocation payment, and \$1,500.00 of which
22 shall be paid when the tenant vacates the unit.

23 (D) The payments due pursuant to this Subsection 37.9A(e)(1) for any
24 unit which is occupied by more than one tenant shall be divided equally among all the occupying
25 tenants, excluding those tenants who are separately entitled to payments under subsection
26 37.9A(e)(1)(C) above.

27 (2) On August 10, 2004 and through February 19, 2005. Where a landlord seeks
28 eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units

1 is filed with the Board on or after August 10, 2004 through February 19, 2005 or (ii) the notice of
2 intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant
3 still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as
4 follows:

5 (A) Tenants who are members of lower income households, as defined by
6 Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500.00,
7 \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of
8 written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of
9 which shall be paid when the tenants vacate the unit.

10 (B) Subject to subsections 37.9A(e)(2)(C) and (D) below, tenants who are
11 not members of lower income households, as defined by Section 50079.5 of the California
12 Health and Safety Code, shall each be entitled to receive \$4,500.00, which shall be paid when
13 the tenant vacates the unit;

14 (C) In the event there are more than three tenants in a unit, the total
15 relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants
16 in the unit;

17 (D) Notwithstanding Subsections 37.9A(e)(2)(A) and (B), any tenant who,
18 at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age
19 or older, or who is disabled within the meaning of Section 12955.3 of the California Government
20 Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall
21 be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant
22 of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant
23 vacates the unit.

24 (3) On or After February 20, 2005. Where a landlord seeks eviction based upon
25 Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or
26 after February 20, 2005, relocation payments shall be paid to the tenants as follows:

27 (A) Subject to subsections 37.9A(e)(3)(B) (C) and (D) below, each tenant
28 shall be entitled to receive \$4,500.00, one-half of which shall be paid at the time of the service of

1 the notice of termination of tenancy, and one-half of which shall be paid when the tenant vacates
2 the unit;

3 (B) In the event there are more than three tenants in a unit, the total
4 relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants
5 in the unit; and

6 (C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any tenant who,
7 at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age
8 or older, or who is disabled within the meaning of Section 12955.3 of the California Government
9 Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall
10 be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant
11 of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant
12 vacates the unit.

13 (D) Commencing March 1, 2005, the relocation payments specified in
14 Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the
15 "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban
16 Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as
17 that data is made available by the United States Department of Labor and published by the
18 Board.

19 ¹(E) Notwithstanding Subsections 37.9A(e)(3)(A) – (D), as of June 1,
20 2014, the effective date of the ordinance creating this subsection (E) (Ordinance No.54-14),
21 each tenant shall be entitled to the greater of:

- 22 (i) the payment specified in Subsections 37.9A(e)(3)(A) – (D), or
23 (ii) an amount equal to the difference between the unit's rental rate
24 at the time the landlord files the notice of intent to withdraw rental units with the Board, and the
25 market rental rate for a comparable unit in San Francisco as determined by the Controller's
26 Office, multiplied to cover a two-year period, and divided equally by the number of tenants in the

27 ¹ NOTE: On October 21, 2014, the United States District Court found Subsections 37.9A(e)(3)(E)-(I) unconstitutional in
28 Levin v. CCSF, District Court Case No. 03352, and enjoined the City from enforcing those Subsections. The City is
appealing that ruling to the Ninth Circuit Court of Appeals.

unit (the "Rental Payment Differential"). The landlord shall pay one-half of the Rental Payment Differential at the time of the service of the notice of termination of tenancy, and the remaining one-half when the tenant vacates the unit. The Controller shall establish a San Francisco Rental Payment Differential Schedule within 5 days of the effective date of the ordinance creating this subsection (E) (Ordinance No. 54-14), and thereafter by March 1 of each calendar year. The Controller shall provide such Schedule to the Rent Board, which shall make the Schedule publicly available on the Rent Board's website and at the Rent Board office. In addition to receiving the Rental Payment Differential, any tenant who qualifies for payment under Subsections 37.9A(e)(3)(C) as adjusted by (D) shall also receive that payment. In determining annual changes in the rental market, the Controller shall rely on market data that reasonably reflects a representative sample of rental apartments in San Francisco.

(F) Any tenant who has received a notice of termination of tenancy, but who has not yet vacated the unit by June 1, 2014, the operative date of the ordinance creating subsection (E) and this subsection (F) (Ordinance No. 54-14), shall be entitled to the Rental Payment Differential, reduced by any payment the tenant has received under Subsections 37.9A(e)(3)(C) as adjusted by (D), upon vacating the unit.

(G) (i) If payment of the Rental Payment Differential under Subsection 37.9A(e)(3)(E)(ii) would constitute an undue financial hardship for a landlord in light of all of the resources available to the landlord, the landlord may file a written request, on a form provided by the Rent Board, for a hearing for a hardship adjustment ("Hardship Adjustment Request") with the Rent Board, with supporting evidence. The Board, or its designated Administrative Law Judges, may order a reduction, payment plan, or any other relief they determine is justified following a hearing on the request.

(ii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall consider all relevant factors, including the number of units in the building and any evidence submitted regarding the landlord's age, length of ownership of the building, ownership of any other buildings, income, expenses, other assets, debt, health, and health care costs, except as provided in Subsection (iii).

(iii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall not consider any of the following types of assets owned by the landlord:

- a. Assets held in retirement accounts; and
- b. Non-liquid personal property.

(H) Without limiting or otherwise affecting the landlord's right to obtain a hardship adjustment under Subsection 37.9A(e)(3)(G), the landlord may file a written request, on a form provided by the Rent Board, for a hearing with the Rent Board claiming that the San Francisco Rental Payment Differential Schedule established in Subsection 37.9A(e)(3)(E)(ii) does not reasonably reflect the market rental rate for a comparable unit in San Francisco and would result in an overpayment by the landlord ("Rent Differential Recalculation Request"). The landlord shall include evidence in support of the request. If the Board, or its designated Administrative Law Judges, grant(s) the request in whole or part, they shall order an appropriate adjustment of the payment due from the landlord.

(I) For purposes of considering Hardship Adjustment and Rent Differential Recalculation Requests under Subsections 37.9(e)(3)(G) and (H), the Board shall follow a process consistent with the existing Board hearing process under Section 37.8. If a landlord submits both types of hearing requests, the Board may consolidate its hearing of the two requests.

(4) Any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or tenants concerned of the right to receive payment under this subsection 37.9A(e)(1) or (2) or (3).

(f) Notice to Rent Board; Recordation of Notice; Effective Date of Withdrawal.

(1) Any owner who intends to withdraw from rent or lease any rental unit shall notify the Rent Board in writing of said intention. Said notice shall contain statements, under penalty of perjury, providing information on the number of residential units, the address or location of those units, the name or names of the tenants or lessees of the units, and the rent applicable to each residential rental unit. Said notice shall be signed by all owners of record of the property under penalty of perjury and shall include a certification that actions have been

initiated as required by law to terminate existing tenancies through service of a notice of termination of tenancy. The notice must be served by certified mail or any other manner authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the rental units. Information respecting the name or names of the tenants, the rent applicable to any unit, or the total number of units, is confidential and shall be treated as confidential information by the City for purposes of the Information Practices Act of 1977, as contained in Chapter I (commencing with Section 1798) of Title 1.8 of part 4 of Division 3 of the Civil Code. The City shall, to the extent required by the preceding sentence, be considered an "agency," as defined by subdivision (b) of Section 1798.3 of the Civil Code.

(2) Prior to the effective date of withdrawal of rental units under this Section, the owner shall cause to be recorded with the County Recorder a memorandum of the notice required by subsection (f)(1) summarizing its provisions, other than the confidential provisions, in substantially the following form:

Memorandum of Notice
Regarding Withdrawal of Rental Unit From Rent or Lease

This memorandum evidences that the undersigned, as the owner of the property described in Exhibit A attached, has filed a notice, whose contents are certified under penalty of perjury, stating the intent to withdraw from rent or lease all units at said property, pursuant to San Francisco Administrative Code Section 37.9A and the Ellis Act (California Government Code Section 7060 et seq.).

(Signature)

(3) For a notice of intent to withdraw rental units filed with the Rent Board on or before December 31, 1999, the date on which the units are withdrawn from rent or lease for purposes of this chapter and the Ellis Act is 60 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board.

(4) For a notice of intent to withdraw rental units filed with the Rent Board on or after January 1, 2000, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 120 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board. Except that, if the tenant or lessee is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in his

1 or her unit for at least one year prior to the date of delivery to the Rent Board of the Subsection
2 (f)(1) notice of intent to withdraw, then the date of withdrawal of the unit of that tenant or lessee
3 shall be extended to one year after the date of delivery of that notice to the Rent Board, provided
4 that the tenant or lessee gives written notice of his or her entitlement to an extension of the date
5 of withdrawal to the owner within 60 days of the date of delivery to the Rent Board of the
6 Subsection (f)(1) notice of intent to withdraw. In that situation, the following provisions shall
7 apply:

8 (A) The tenancy shall be continued on the same terms and conditions as
9 existed on the date of delivery to the Rent Board of the notice of intent to withdraw, subject to
10 any adjustments otherwise available under Administrative Code Chapter 37.

11 (B) No party shall be relieved of the duty to perform any obligation under
12 the lease or rental agreement.

13 (C) The owner may elect to extend the date of withdrawal on any other
14 units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of
15 intent to withdraw, subject to Subsections (f)(4)(A) and (B).

16 (D) Within 30 days of the notification by the tenant or lessee to the owner
17 of his or her entitlement to an extension of the date of withdrawal, the owner shall give written
18 notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their unit for
19 one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to
20 withdraw.

21 (E) Within 90 days of the date of delivery to the Rent Board of the notice
22 of intent to withdraw, the owner shall give written notice to the Rent Board and the affected
23 tenant or lessee of the following:

24 (i) Whether or not the owner disputes the tenant's claim of
25 extension;

26 (ii) The new date of withdrawal under Section 37.9A(f)(4)(C), if the
27 owner does not dispute the tenant's claim of extension; and

28 (iii) Whether or not the owner elects to extend the date of

1 withdrawal to other units on the property.

2 (5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent
3 Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

4 (A) That the Rent Board has been notified pursuant to Subsection (f)(1),

5 (B) That the notice to the Rent Board specified the name and the amount
6 of rent paid by the tenant or lessee as an occupant of the rental unit;

7 (C) The amount of rent the owner specified in the notice to the Rent
8 Board,

9 (D) The tenant's or lessee's rights to reoccupancy and to relocation
10 assistance under Subsections 37.9A(c) and (e); and,

11 (E) The rights of qualified elderly or disabled tenants as described under
12 Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent Board
13 of the Subsection (f)(1) notice of intent to withdraw.

14 (6) Within 30 days after the effective date of withdrawal of rental units under this
15 Section 37.9A, the Rent Board shall record a notice of constraints with the County Recorder
16 which describes the property and the dates of applicable restrictions on the property under this
17 Section.

18 (g) Successor Owners. The provisions of this Section 37.9A shall apply to the owner of a
19 rental unit at the time displacement of a tenant or tenants is initiated and to any successor in
20 interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the
21 California Government Code (Sections 7060 et seq.).

22 (h) Reports Required.

23 (1) Not later than the last day of the third and sixth calendar months following the
24 month in which notice is given to the Board under Subsection(f)(1), and thereafter not later than
25 December 31st of each calendar year for a period of five years, beginning with the year in which
26 the six-month notice is given, the owner of any property which contains or formerly contained
27 one or more rental units which a tenant or tenants vacated pursuant to Section 37.9(a)(13) shall
28 notify the Board, in writing, under penalty of perjury, for each such unit:

- 1 (A) Whether the unit has been demolished;
- 2 (B) If the unit has not been demolished, whether it is in use;
- 3 (C) If it is in use, whether it is in residential use;
- 4 (D) If it is in residential use, the date the tenancy began, the name of
- 5 the tenant(s), and the amount of rent charged.

6 If the unit has been demolished, and one or more new units constructed on the
7 lot, the owner shall furnish the information required by items (B), (C) and (D) for each new unit.
8 The Board shall maintain a record of the notices received under Subsection (f) and all notices
9 received under this Section for each unit subject to this reporting requirement.

10 (2) The Board shall notify each person who is reported as having become a
11 tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that it
12 maintains the records described in Subsection (h)(1), and that the rent of the unit may be
13 restricted pursuant to Subsection (a).

14 (3) The Board shall maintain a register of all rental units withdrawn from rent or
15 lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The
16 Board shall inform tenants displaced from units withdrawn from rent or lease at the address
17 provided by the tenant, when the owner notifies the Board that the unit or replacement unit will
18 again be offered for rent or lease within ten years of the date of withdrawal.

19 (4) The Board may investigate whether a rental unit that was withdrawn from rent
20 or lease has been again offered for rent or lease, and whether the owner has complied with the
21 provisions of this Section.

22 (i) This Section 37.9A is enacted principally to exercise specific authority provided for by
23 Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by
24 Stats. 1985, Ch. 1509, Section 1 (the Ellis Act, California Government Code Sections 7060 et
25 seq.). In the case of any amendment to Chapter 12.75 or any other provision of State law which
26 amendment is inconsistent with this Section, this Section shall be deemed to be amended to be
27 consistent with State law, and to the extent it cannot be so amended shall be interpreted to be
28 effective as previously adopted to the maximum extent possible.

PROOF OF SERVICE

I, Pamela Chung, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served: 1. Notice of Filing of (Amended) Notice of Intent with the San Francisco Rent Board
2. San Francisco Rent Ordinance Section 37.9A Tenants Rights in Certain Displacements
3. Proof of Service

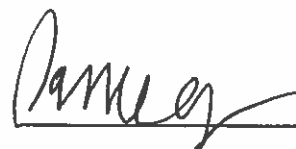
Person Served: Stella Klose or Mark Slayton
219 Missouri Street
San Francisco, CA 94107

Date Mailed: May 12, 2015

I served the parties by certified mail addressed to the Person Served via the United States Postal Service. I mailed the Documents Served from Oakland, CA.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on May 12, 2015.



Pamela Chung

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

| | |
|---|---------|
| Postage | \$ 0.90 |
| Certified Fee | 3.30 |
| Return Receipt Fee (Endorsement Required) | 2.70 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 6.90 |

Postmark
Here

5/12/15

| | |
|-------------------------------------|----------------------------|
| Sent To | Stella Klose, Mark Slayton |
| Street & Apt. No., or PO Box No. | 219 Missouri St. |
| City, State, ZIP+4 | San Francisco, CA 94107 |

PS Form 3800, July 2014 See Reverse for Instructions

ce by Mail

Notice of Filing of (Amended) Notice of Intent with the San Francisco Rent Board

TO: **Miranda Sun**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

221 Missouri Street, San Francisco, CA 94107, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9A(f)(1) to the owner/landlord of the above premises, Karen Lum, ("Landlord") has delivered and filed a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board") on **May 8, 2015**. Accordingly, you are required to deliver possession of said subject premises to the Landlord, **on or before September 8, 2015**, which is 120 days after the date of filing and excluding court holidays pursuant to California Code of Civil Procedure sections 12a and 135 and Government Code section 6700.

The Notice of Intent stated your name and that you paid \$1,415.81 rent as an occupant of the subject property. Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this notice. You are hereby further notified that you have tenant's or lessee's rights to reoccupancy and to relocation assistance under Subsections 37.9A(c) and (e).

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), if you are a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and have lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board, then the date of withdrawal for the subject property shall be extended to one-year after the date of delivery of the notice to the Rent Board. To qualify for this one year extension, you must give written notice to Landlord of your entitlement to the one-year extension by **July 7, 2015**, which is 60 days from the date of Landlord's filing of the Notice of Intent with the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

YOU ARE FURTHER ADVISED that if you have any questions regarding this notice, you may consult with your attorney. This notice supersedes all prior notices of filing of notice of intent with the San Francisco Rent Board, if any.

Dated: May 12, 2015


Lien L. Uy,

Attorney for the owner/landlord,
Karen Lum

Uy Law Group
436 14th Street, Suite 1106
Oakland, CA 94612
Tel: 510-893-3294
Fax: 510-260-2652

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

Sec. 37.9A Tenant Rights in Certain Displacements Under Section 37.9(a)(13).

[Added by Ord. No. 193-86, effective July 1, 1986; amended by Ord. No. 320-94, effective October 15, 1994; Ord. No. 348-99, effective January 29, 2000; Ord. No. 5-00, effective February 13, 2000; Ord. No. 91-03, effective June 15, 2003; Ord. No. 21-05, effective February 20, 2005; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014]

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13), withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 et seq., if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9(A)(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section

1 37.9A(a)(1).

2 (b) Treatment of Replacement Units. If one or more units covered by subsection (a) is
3 demolished, and one or more new units qualifying as rental units under this chapter but for the
4 date on which they first receive a certificate of final completion and occupancy are constructed
5 on the same property, and offered for rent or lease within five years of the date the last of the
6 original units became vacant, the newly constructed units shall be offered at rents not greater
7 than those reasonably calculated to produce a fair and reasonable return on the newly
8 constructed units, notwithstanding Section 37.2(r)(5) or any other provision of this chapter. The
9 provisions of this chapter shall thereafter apply. The Board shall adopt rules for determining the
10 rents necessary to provide a fair and reasonable return.

11 (c) Rights to Re-Rent. Any owner who again offers for rent or lease any unit covered by
12 subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from
13 the unit as follows:

14 (1) If any tenant or lessee has advised the owner in writing within 30 days of
15 displacement of his or her desire to consider an offer to renew the tenancy and has furnished the
16 owner with an address to which that offer is to be directed, the owner must make such an offer
17 whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant,
18 lessee, or former tenant or lessee may advise the owner at any time of a change of address to
19 which an offer is to be directed.

20 (2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within
21 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent
22 the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the
23 offer in writing within 30 days after the owner has notified the City of an intention to re-rent the
24 unit. If the unit is offered for rent or lease more than two years after the date the unit was
25 withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was
26 displaced for failure to comply with this subsection (c)(2), for punitive damages in an amount
27 which does not exceed the contract rent for six months.

28 (3) If any former tenant or lessee has requested an offer to renew the tenancy,

1 either directly to the landlord or after notice from the Rent Board, then the owner shall offer to
2 reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall
3 be deposited in the United States mail, by registered or certified mail with postage prepaid,
4 addressed to the displaced tenant or lessee at the address furnished to the owner as provided
5 by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall
6 have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of
7 that acceptance or by deposit of the acceptance in the United States mail by registered or
8 certified mail with postage prepaid.

9 (4) If more than one tenant or lessee attempts to accept the offer for a given unit,
10 the landlord shall notify each tenant or lessee so accepting that other acceptances have been
11 received, and shall further advise each such tenant or lessee of the names and addresses of the
12 others. If all such tenants or lessees do not within thirty (30) days thereafter agree and notify the
13 landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first
14 occupied the unit previously shall be entitled to accept the landlord's offer. If more than one
15 eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or
16 lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the
17 unit.

18 (d) Re-Rental Within Two Years. If a unit covered by subsection (a) is offered for rent or
19 lease within two years of the date of withdrawal:

20 (1) The owner shall be liable to any tenant or lessee who was displaced from the
21 property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this
22 paragraph shall be brought within three years of withdrawal of the unit from rent or lease.
23 However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy
24 available under the law.

25 (2) The City may institute a civil proceeding against the owner who has again
26 offered the unit for rent or lease, for exemplary damages for displacement of tenants or lessees.
27 Any action by the City pursuant to this paragraph shall be brought within three years of the
28 withdrawal of the unit from rent or lease.

1 (e) Relocation Payments to Tenants.

2 (1) Before August 10, 2004, Low Income, Elderly or Disabled. Where a landlord
3 seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units
4 was filed with the Board before August 10, 2004, the relocation payments described in this
5 Subsection 37.9A(e)(1) shall be limited to tenants who are members of lower income
6 households, who are elderly, or who are disabled, as defined below.

7 (A) Tenants who are members of lower income households, as defined by
8 Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit
9 based upon Section 37.9(a)(13), in addition to all rights under any other provision of law, shall be
10 entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days
11 of the landlord's receipt of written notice from the tenants of their entitlement to the relocation
12 payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit.

13 (B) With respect to Subsection 37.9A(e)(1)(A) above, the Mayor's Office
14 of Housing or its successor agency shall annually determine the income limits for lower income
15 households, adjusted for household size.

16 (C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the
17 size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at
18 the time such notice is served, is 62 years of age or older, or who is disabled within the meaning
19 of Section 12955.3 of the California Government Code, shall be entitled to receive \$3,000.00,
20 \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of
21 written notice from the tenant of entitlement to the relocation payment, and \$1,500.00 of which
22 shall be paid when the tenant vacates the unit.

23 (D) The payments due pursuant to this Subsection 37.9A(e)(1) for any
24 unit which is occupied by more than one tenant shall be divided equally among all the occupying
25 tenants, excluding those tenants who are separately entitled to payments under subsection
26 37.9A(e)(1)(C) above.

27 (2) On August 10, 2004 and through February 19, 2005. Where a landlord seeks
28 eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units

1 is filed with the Board on or after August 10, 2004 through February 19, 2005 or (ii) the notice of
2 intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant
3 still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as
4 follows:

5 (A) Tenants who are members of lower income households, as defined by
6 Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500.00,
7 \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of
8 written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of
9 which shall be paid when the tenants vacate the unit.

10 (B) Subject to subsections 37.9A(e)(2)(C) and (D) below, tenants who are
11 not members of lower income households, as defined by Section 50079.5 of the California
12 Health and Safety Code, shall each be entitled to receive \$4,500.00, which shall be paid when
13 the tenant vacates the unit;

14 (C) In the event there are more than three tenants in a unit, the total
15 relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants
16 in the unit;

17 (D) Notwithstanding Subsections 37.9A(e)(2)(A) and (B), any tenant who,
18 at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age
19 or older, or who is disabled within the meaning of Section 12955.3 of the California Government
20 Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall
21 be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant
22 of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant
23 vacates the unit.

24 (3) On or After February 20, 2005. Where a landlord seeks eviction based upon
25 Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or
26 after February 20, 2005, relocation payments shall be paid to the tenants as follows:

27 (A) Subject to subsections 37.9A(e)(3)(B) (C) and (D) below, each tenant
28 shall be entitled to receive \$4,500.00, one-half of which shall be paid at the time of the service of

1 the notice of termination of tenancy, and one-half of which shall be paid when the tenant vacates
2 the unit;

3 (B) In the event there are more than three tenants in a unit, the total
4 relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants
5 in the unit; and

6 (C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any tenant who,
7 at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age
8 or older, or who is disabled within the meaning of Section 12955.3 of the California Government
9 Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall
10 be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant
11 of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant
12 vacates the unit.

13 (D) Commencing March 1, 2005, the relocation payments specified in
14 Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the
15 "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban
16 Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as
17 that data is made available by the United States Department of Labor and published by the
18 Board.

19 ¹(E) Notwithstanding Subsections 37.9A(e)(3)(A) – (D), as of June 1,
20 2014, the effective date of the ordinance creating this subsection (E) (Ordinance No.54-14),
21 each tenant shall be entitled to the greater of:

- 22 (i) the payment specified in Subsections 37.9A(e)(3)(A) – (D), or
23 (ii) an amount equal to the difference between the unit's rental rate
24 at the time the landlord files the notice of intent to withdraw rental units with the Board, and the
25 market rental rate for a comparable unit in San Francisco as determined by the Controller's
26 Office, multiplied to cover a two-year period, and divided equally by the number of tenants in the

27 ¹ NOTE: On October 21, 2014, the United States District Court found Subsections 37.9A(e)(3)(E)-(I) unconstitutional in
28 Levin v. CCSE, District Court Case No. 03352, and enjoined the City from enforcing those Subsections. The City is
appealing that ruling to the Ninth Circuit Court of Appeals.

1 unit (the "Rental Payment Differential"). The landlord shall pay one-half of the Rental Payment
2 Differential at the time of the service of the notice of termination of tenancy, and the remaining
3 one-half when the tenant vacates the unit. The Controller shall establish a San Francisco Rental
4 Payment Differential Schedule within 5 days of the effective date of the ordinance creating this
5 subsection (E) (Ordinance No. 54-14), and thereafter by March 1 of each calendar year. The
6 Controller shall provide such Schedule to the Rent Board, which shall make the Schedule
7 publicly available on the Rent Board's website and at the Rent Board office. In addition to
8 receiving the Rental Payment Differential, any tenant who qualifies for payment under
9 Subsections 37.9A(e)(3)(C) as adjusted by (D) shall also receive that payment. In determining
10 annual changes in the rental market, the Controller shall rely on market data that reasonably
11 reflects a representative sample of rental apartments in San Francisco.

12 (F) Any tenant who has received a notice of termination of tenancy, but
13 who has not yet vacated the unit by June 1, 2014, the operative date of the ordinance creating
14 subsection (E) and this subsection (F) (Ordinance No. 54-14), shall be entitled to the Rental
15 Payment Differential, reduced by any payment the tenant has received under Subsections
16 37.9A(e)(3)(C) as adjusted by (D), upon vacating the unit.

17 (G) (i) If payment of the Rental Payment Differential under Subsection
18 37.9A(e)(3)(E)(ii) would constitute an undue financial hardship for a landlord in light of all of the
19 resources available to the landlord, the landlord may file a written request, on a form provided by
20 the Rent Board, for a hearing for a hardship adjustment ("Hardship Adjustment Request") with
21 the Rent Board, with supporting evidence. The Board, or its designated Administrative Law
22 Judges, may order a reduction, payment plan, or any other relief they determine is justified
23 following a hearing on the request.

24 (ii) At a hearing for hardship adjustment under Subsection (i), the
25 Board, or its designated Administrative Law Judges, shall consider all relevant factors, including
26 the number of units in the building and any evidence submitted regarding the landlord's age,
27 length of ownership of the building, ownership of any other buildings, income, expenses, other
28 assets, debt, health, and health care costs, except as provided in Subsection (iii).

1 (iii) At a hearing for hardship adjustment under Subsection (i), the
2 Board, or its designated Administrative Law Judges, shall not consider any of the following types
3 of assets owned by the landlord:

- 4 a. Assets held in retirement accounts; and
5 b. Non-liquid personal property.

6 (H) Without limiting or otherwise affecting the landlord's right to obtain a
7 hardship adjustment under Subsection 37.9A(e)(3)(G), the landlord may file a written request, on
8 a form provided by the Rent Board, for a hearing with the Rent Board claiming that the San
9 Francisco Rental Payment Differential Schedule established in Subsection 37.9A(e)(3)(E)(ii)
10 does not reasonably reflect the market rental rate for a comparable unit in San Francisco and
11 would result in an overpayment by the landlord ("Rent Differential Recalculation Request"). The
12 landlord shall include evidence in support of the request. If the Board, or its designated
13 Administrative Law Judges, grant(s) the request in whole or part, they shall order an appropriate
14 adjustment of the payment due from the landlord.

15 (I) For purposes of considering Hardship Adjustment and Rent Differential
16 Recalculation Requests under Subsections 37.9(e)(3)(G) and (H), the Board shall follow a
17 process consistent with the existing Board hearing process under Section 37.8. If a landlord
18 submits both types of hearing requests, the Board may consolidate its hearing of the two
19 requests.

20 (4) Any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or
21 tenants concerned of the right to receive payment under this subsection 37.9A(e)(1) or (2) or (3).

22 (f) Notice to Rent Board; Recordation of Notice; Effective Date of Withdrawal.

23 (1) Any owner who intends to withdraw from rent or lease any rental unit shall
24 notify the Rent Board in writing of said intention. Said notice shall contain statements, under
25 penalty of perjury, providing information on the number of residential units, the address or
26 location of those units, the name or names of the tenants or lessees of the units, and the rent
27 applicable to each residential rental unit. Said notice shall be signed by all owners of record of
28 the property under penalty of perjury and shall include a certification that actions have been

1 initiated as required by law to terminate existing tenancies through service of a notice of
2 termination of tenancy. The notice must be served by certified mail or any other manner
3 authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the rental
4 units. Information respecting the name or names of the tenants, the rent applicable to any unit,
5 or the total number of units, is confidential and shall be treated as confidential information by the
6 City for purposes of the Information Practices Act of 1977, as contained in Chapter I
7 (commencing with Section 1798) of Title 1.8 of part 4 of Division 3 of the Civil Code. The City
8 shall, to the extent required by the preceding sentence, be considered an "agency," as defined
9 by subdivision (b) of Section 1798.3 of the Civil Code.

10 (2) Prior to the effective date of withdrawal of rental units under this Section, the
11 owner shall cause to be recorded with the County Recorder a memorandum of the notice
12 required by subsection (f)(1) summarizing its provisions, other than the confidential provisions, in
13 substantially the following form:

14 **Memorandum of Notice**
15 **Regarding Withdrawal of Rental Unit From Rent or Lease**

16 This memorandum evidences that the undersigned, as the owner of the property
17 described in Exhibit A attached, has filed a notice, whose contents are certified under
18 penalty of perjury, stating the intent to withdraw from rent or lease all units at said
property, pursuant to San Francisco Administrative Code Section 37.9A and the Ellis Act
(California Government Code Section 7060 et seq.).

19 _____
(Signature)

20 (3) For a notice of intent to withdraw rental units filed with the Rent Board on or
21 before December 31, 1999, the date on which the units are withdrawn from rent or lease for
22 purposes of this chapter and the Ellis Act is 60 days from the delivery in person or by first-class
23 mail of the Subsection (f)(1) notice of intent to the Rent Board.

24 (4) For a notice of intent to withdraw rental units filed with the Rent Board on or
25 after January 1, 2000, the date on which the units are withdrawn from rent or lease for purposes
26 of this Chapter and the Ellis Act is 120 days from the delivery in person or by first-class mail of
27 the Subsection (f)(1) notice of intent to the Rent Board. Except that, if the tenant or lessee is at
28 least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in his

1 or her unit for at least one year prior to the date of delivery to the Rent Board of the Subsection
2 (f)(1) notice of intent to withdraw, then the date of withdrawal of the unit of that tenant or lessee
3 shall be extended to one year after the date of delivery of that notice to the Rent Board, provided
4 that the tenant or lessee gives written notice of his or her entitlement to an extension of the date
5 of withdrawal to the owner within 60 days of the date of delivery to the Rent Board of the
6 Subsection (f)(1) notice of intent to withdraw. In that situation, the following provisions shall
7 apply:

8 (A) The tenancy shall be continued on the same terms and conditions as
9 existed on the date of delivery to the Rent Board of the notice of intent to withdraw, subject to
10 any adjustments otherwise available under Administrative Code Chapter 37.

11 (B) No party shall be relieved of the duty to perform any obligation under
12 the lease or rental agreement.

13 (C) The owner may elect to extend the date of withdrawal on any other
14 units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of
15 intent to withdraw, subject to Subsections (f)(4)(A) and (B).

16 (D) Within 30 days of the notification by the tenant or lessee to the owner
17 of his or her entitlement to an extension of the date of withdrawal, the owner shall give written
18 notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their unit for
19 one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to
20 withdraw.

21 (E) Within 90 days of the date of delivery to the Rent Board of the notice
22 of intent to withdraw, the owner shall give written notice to the Rent Board and the affected
23 tenant or lessee of the following:

24 (i) Whether or not the owner disputes the tenant's claim of
25 extension;

26 (ii) The new date of withdrawal under Section 37.9A(f)(4)(C), if the
27 owner does not dispute the tenant's claim of extension; and

28 (iii) Whether or not the owner elects to extend the date of

1 withdrawal to other units on the property.

2 (5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent
3 Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

4 (A) That the Rent Board has been notified pursuant to Subsection (f)(1),

5 (B) That the notice to the Rent Board specified the name and the amount
6 of rent paid by the tenant or lessee as an occupant of the rental unit;

7 (C) The amount of rent the owner specified in the notice to the Rent
8 Board,

9 (D) The tenant's or lessee's rights to reoccupancy and to relocation
10 assistance under Subsections 37.9A(c) and (e); and,

11 (E) The rights of qualified elderly or disabled tenants as described under
12 Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent Board
13 of the Subsection (f)(1) notice of intent to withdraw.

14 (6) Within 30 days after the effective date of withdrawal of rental units under this
15 Section 37.9A, the Rent Board shall record a notice of constraints with the County Recorder
16 which describes the property and the dates of applicable restrictions on the property under this
17 Section.

18 (g) Successor Owners. The provisions of this Section 37.9A shall apply to the owner of a
19 rental unit at the time displacement of a tenant or tenants is initiated and to any successor in
20 interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the
21 California Government Code (Sections 7060 et seq.).

22 (h) Reports Required.

23 (1) Not later than the last day of the third and sixth calendar months following the
24 month in which notice is given to the Board under Subsection(f)(1), and thereafter not later than
25 December 31st of each calendar year for a period of five years, beginning with the year in which
26 the six-month notice is given, the owner of any property which contains or formerly contained
27 one or more rental units which a tenant or tenants vacated pursuant to Section 37.9(a)(13) shall
28 notify the Board, in writing, under penalty of perjury, for each such unit:

- 1 (A) Whether the unit has been demolished;
- 2 (B) If the unit has not been demolished, whether it is in use;
- 3 (C) If it is in use, whether it is in residential use;
- 4 (D) If it is in residential use, the date the tenancy began, the name of
- 5 the tenant(s), and the amount of rent charged.

6 If the unit has been demolished, and one or more new units constructed on the
7 lot, the owner shall furnish the information required by items (B), (C) and (D) for each new unit.
8 The Board shall maintain a record of the notices received under Subsection (f) and all notices
9 received under this Section for each unit subject to this reporting requirement.

10 (2) The Board shall notify each person who is reported as having become a
11 tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that it
12 maintains the records described in Subsection (h)(1), and that the rent of the unit may be
13 restricted pursuant to Subsection (a).

14 (3) The Board shall maintain a register of all rental units withdrawn from rent or
15 lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The
16 Board shall inform tenants displaced from units withdrawn from rent or lease at the address
17 provided by the tenant, when the owner notifies the Board that the unit or replacement unit will
18 again be offered for rent or lease within ten years of the date of withdrawal.

19 (4) The Board may investigate whether a rental unit that was withdrawn from rent
20 or lease has been again offered for rent or lease, and whether the owner has complied with the
21 provisions of this Section.

22 (i) This Section 37.9A is enacted principally to exercise specific authority provided for by
23 Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by
24 Stats. 1985, Ch. 1509, Section 1 (the Ellis Act, California Government Code Sections 7060 et
25 seq.). In the case of any amendment to Chapter 12.75 or any other provision of State law which
26 amendment is inconsistent with this Section, this Section shall be deemed to be amended to be
27 consistent with State law, and to the extent it cannot be so amended shall be interpreted to be
28 effective as previously adopted to the maximum extent possible.

PROOF OF SERVICE

RECEIVED

2015 MAY 15 PM 2:32

I, Pamela Chung, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served: 1. Notice of Filing of Notice of Intent with the San Francisco Rent Board
2. San Francisco Rent Ordinance Section 37.9A Tenants Rights in Certain Displacements
3. Proof of Service

Person Served: Miranda Sun
221 Missouri Street
San Francisco, CA 94107

Date Mailed: May 12, 2015

I served the parties by certified mail addressed to the Person Served via the United States Postal Service. I mailed the Documents Served from Oakland, CA.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on May 12, 2015.



Pamela Chung

2014 2120 0003 2603 7178

| | |
|--|---------|
| U.S. Postal Service™ | |
| CERTIFIED MAIL® RECEIPT | |
| Domestic Mail Only | |
| For delivery information, visit our website at www.usps.com ®. | |
| OFFICIAL USE | |
| Postage | \$.90 |
| Certified Fee | 3.30 |
| Return Receipt Fee (Endorsement Required) | 2.70 |
| Restricted Delivery Fee (Endorsement Required) | — |
| Total Postage & Fees | \$ 6.90 |

5/12/15
Postmark Here

| | | |
|-------------------------------------|-------------------------|---------|
| Sent To | Miranda Sun | 5/12/15 |
| Street & Apt. No., or PO Box No. | 221 Missouri St. | |
| City, State, ZIP+4 | SAN FRANCISCO, CA 94107 | |

Mail

RECEIVED
2015 MAY 15 PM 2:22

Notice of Filing of (Amended) Notice of Intent with the San Francisco Rent Board

TO: Emily Anicich, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

223 Missouri Street, San Francisco, CA 94107, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9A(f)(1) to the owner/landlord of the above premises, Karen Lum, ("Landlord") has delivered and filed a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board") on **May 8, 2015**. Accordingly, you are required to deliver possession of said subject premises to the Landlord, **on or before September 8, 2015**, which is 120 days after the date of filing and excluding court holidays pursuant to California Code of Civil Procedure sections 12a and 135 and Government Code section 6700.

The Notice of Intent stated your name and that you paid \$1,140.72 rent as an occupant of the subject property. Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this notice. You are hereby further notified that you have tenant's or lessee's rights to reoccupancy and to relocation assistance under Subsections 37.9A(c) and (e).

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), if you are a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and have lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board, then the date of withdrawal for the subject property shall be extended to one-year after the date of delivery of the notice to the Rent Board. To qualify for this one year extension, you must give written notice to Landlord of your entitlement to the one-year extension by **July 7, 2015**, which is 60 days from the date of Landlord's filing of the Notice of Intent with the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

YOU ARE FURTHER ADVISED that if you have any questions regarding this notice, you may consult with your attorney. This notice supersedes all prior notices of filing of notice of intent with the San Francisco Rent Board, if any.

Dated: May 12, 2015



Lien L. Uy,

Attorney for the owner/landlord,
Karen Lum

Uy Law Group
436 14th Street, Suite 1106
Oakland, CA 94612
Tel: 510-893-3294
Fax: 510-260-2652

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

Sec. 37.9A Tenant Rights in Certain Displacements Under Section 37.9(a)(13).

[Added by Ord. No. 193-86, effective July 1, 1986; amended by Ord. No. 320-94, effective October 15, 1994; Ord. No. 348-99, effective January 29, 2000; Ord. No. 5-00, effective February 13, 2000; Ord. No. 91-03, effective June 15, 2003; Ord. No. 21-05, effective February 20, 2005; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014]

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13), withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 et seq., if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9A(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section

1 37.9A(a)(1).

2 (b) Treatment of Replacement Units. If one or more units covered by subsection (a) is
3 demolished, and one or more new units qualifying as rental units under this chapter but for the
4 date on which they first receive a certificate of final completion and occupancy are constructed
5 on the same property, and offered for rent or lease within five years of the date the last of the
6 original units became vacant, the newly constructed units shall be offered at rents not greater
7 than those reasonably calculated to produce a fair and reasonable return on the newly
8 constructed units, notwithstanding Section 37.2(r)(5) or any other provision of this chapter. The
9 provisions of this chapter shall thereafter apply. The Board shall adopt rules for determining the
10 rents necessary to provide a fair and reasonable return.

11 (c) Rights to Re-Rent. Any owner who again offers for rent or lease any unit covered by
12 subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from
13 the unit as follows:

14 (1) If any tenant or lessee has advised the owner in writing within 30 days of
15 displacement of his or her desire to consider an offer to renew the tenancy and has furnished the
16 owner with an address to which that offer is to be directed, the owner must make such an offer
17 whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant,
18 lessee, or former tenant or lessee may advise the owner at any time of a change of address to
19 which an offer is to be directed.

20 (2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within
21 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent
22 the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the
23 offer in writing within 30 days after the owner has notified the City of an intention to re-rent the
24 unit. If the unit is offered for rent or lease more than two years after the date the unit was
25 withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was
26 displaced for failure to comply with this subsection (c)(2), for punitive damages in an amount
27 which does not exceed the contract rent for six months.

28 (3) If any former tenant or lessee has requested an offer to renew the tenancy,

1 either directly to the landlord or after notice from the Rent Board, then the owner shall offer to
2 reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall
3 be deposited in the United States mail, by registered or certified mail with postage prepaid,
4 addressed to the displaced tenant or lessee at the address furnished to the owner as provided
5 by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall
6 have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of
7 that acceptance or by deposit of the acceptance in the United States mail by registered or
8 certified mail with postage prepaid.

9 (4) If more than one tenant or lessee attempts to accept the offer for a given unit,
10 the landlord shall notify each tenant or lessee so accepting that other acceptances have been
11 received, and shall further advise each such tenant or lessee of the names and addresses of the
12 others. If all such tenants or lessees do not within thirty (30) days thereafter agree and notify the
13 landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first
14 occupied the unit previously shall be entitled to accept the landlord's offer. If more than one
15 eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or
16 lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the
17 unit.

18 (d) Re-Rental Within Two Years. If a unit covered by subsection (a) is offered for rent or
19 lease within two years of the date of withdrawal:

20 (1) The owner shall be liable to any tenant or lessee who was displaced from the
21 property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this
22 paragraph shall be brought within three years of withdrawal of the unit from rent or lease.
23 However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy
24 available under the law.

25 (2) The City may institute a civil proceeding against the owner who has again
26 offered the unit for rent or lease, for exemplary damages for displacement of tenants or lessees.
27 Any action by the City pursuant to this paragraph shall be brought within three years of the
28 withdrawal of the unit from rent or lease.

1 (e) Relocation Payments to Tenants.

2 (1) Before August 10, 2004, Low Income, Elderly or Disabled. Where a landlord
3 seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units
4 was filed with the Board before August 10, 2004, the relocation payments described in this
5 Subsection 37.9A(e)(1) shall be limited to tenants who are members of lower income
6 households, who are elderly, or who are disabled, as defined below.

7 (A) Tenants who are members of lower income households, as defined by
8 Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit
9 based upon Section 37.9(a)(13), in addition to all rights under any other provision of law, shall be
10 entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days
11 of the landlord's receipt of written notice from the tenants of their entitlement to the relocation
12 payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit.

13 (B) With respect to Subsection 37.9A(e)(1)(A) above, the Mayor's Office
14 of Housing or its successor agency shall annually determine the income limits for lower income
15 households, adjusted for household size.

16 (C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the
17 size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at
18 the time such notice is served, is 62 years of age or older, or who is disabled within the meaning
19 of Section 12955.3 of the California Government Code, shall be entitled to receive \$3,000.00,
20 \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of
21 written notice from the tenant of entitlement to the relocation payment, and \$1,500.00 of which
22 shall be paid when the tenant vacates the unit.

23 (D) The payments due pursuant to this Subsection 37.9A(e)(1) for any
24 unit which is occupied by more than one tenant shall be divided equally among all the occupying
25 tenants, excluding those tenants who are separately entitled to payments under subsection
26 37.9A(e)(1)(C) above.

27 (2) On August 10, 2004 and through February 19, 2005. Where a landlord seeks
28 eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units

1 is filed with the Board on or after August 10, 2004 through February 19, 2005 or (ii) the notice of
2 intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant
3 still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as
4 follows:

5 (A) Tenants who are members of lower income households, as defined by
6 Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500.00,
7 \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of
8 written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of
9 which shall be paid when the tenants vacate the unit.

10 (B) Subject to subsections 37.9A(e)(2)(C) and (D) below, tenants who are
11 not members of lower income households, as defined by Section 50079.5 of the California
12 Health and Safety Code, shall each be entitled to receive \$4,500.00, which shall be paid when
13 the tenant vacates the unit;

14 (C) In the event there are more than three tenants in a unit, the total
15 relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants
16 in the unit;

17 (D) Notwithstanding Subsections 37.9A(e)(2)(A) and (B), any tenant who,
18 at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age
19 or older, or who is disabled within the meaning of Section 12955.3 of the California Government
20 Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall
21 be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant
22 of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant
23 vacates the unit.

24 (3) On or After February 20, 2005. Where a landlord seeks eviction based upon
25 Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or
26 after February 20, 2005, relocation payments shall be paid to the tenants as follows:

27 (A) Subject to subsections 37.9A(e)(3)(B) (C) and (D) below, each tenant
28 shall be entitled to receive \$4,500.00, one-half of which shall be paid at the time of the service of

1 the notice of termination of tenancy, and one-half of which shall be paid when the tenant vacates
2 the unit;

3 (B) In the event there are more than three tenants in a unit, the total
4 relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants
5 in the unit; and

6 (C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any tenant who,
7 at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age
8 or older, or who is disabled within the meaning of Section 12955.3 of the California Government
9 Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall
10 be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant
11 of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant
12 vacates the unit.

13 (D) Commencing March 1, 2005, the relocation payments specified in
14 Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the
15 "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban
16 Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as
17 that data is made available by the United States Department of Labor and published by the
18 Board.

19 ¹(E) Notwithstanding Subsections 37.9A(e)(3)(A) – (D), as of June 1,
20 2014, the effective date of the ordinance creating this subsection (E) (Ordinance No.54-14),
21 each tenant shall be entitled to the greater of:

22 (i) the payment specified in Subsections 37.9A(e)(3)(A) – (D), or
23 (ii) an amount equal to the difference between the unit's rental rate
24 at the time the landlord files the notice of intent to withdraw rental units with the Board, and the
25 market rental rate for a comparable unit in San Francisco as determined by the Controller's
26 Office, multiplied to cover a two-year period, and divided equally by the number of tenants in the

27 ¹ NOTE: On October 21, 2014, the United States District Court found Subsections 37.9A(e)(3)(E)-(I) unconstitutional in
28 Levin v. CCSF, District Court Case No. 03352, and enjoined the City from enforcing those Subsections. The City is
appealing that ruling to the Ninth Circuit Court of Appeals.

1 unit (the "Rental Payment Differential"). The landlord shall pay one-half of the Rental Payment
2 Differential at the time of the service of the notice of termination of tenancy, and the remaining
3 one-half when the tenant vacates the unit. The Controller shall establish a San Francisco Rental
4 Payment Differential Schedule within 5 days of the effective date of the ordinance creating this
5 subsection (E) (Ordinance No. 54-14), and thereafter by March 1 of each calendar year. The
6 Controller shall provide such Schedule to the Rent Board, which shall make the Schedule
7 publicly available on the Rent Board's website and at the Rent Board office. In addition to
8 receiving the Rental Payment Differential, any tenant who qualifies for payment under
9 Subsections 37.9A(e)(3)(C) as adjusted by (D) shall also receive that payment. In determining
10 annual changes in the rental market, the Controller shall rely on market data that reasonably
11 reflects a representative sample of rental apartments in San Francisco.

12 (F) Any tenant who has received a notice of termination of tenancy, but
13 who has not yet vacated the unit by June 1, 2014, the operative date of the ordinance creating
14 subsection (E) and this subsection (F) (Ordinance No. 54-14), shall be entitled to the Rental
15 Payment Differential, reduced by any payment the tenant has received under Subsections
16 37.9A(e)(3)(C) as adjusted by (D), upon vacating the unit.

17 (G) (i) If payment of the Rental Payment Differential under Subsection
18 37.9A(e)(3)(E)(ii) would constitute an undue financial hardship for a landlord in light of all of the
19 resources available to the landlord, the landlord may file a written request, on a form provided by
20 the Rent Board, for a hearing for a hardship adjustment ("Hardship Adjustment Request") with
21 the Rent Board, with supporting evidence. The Board, or its designated Administrative Law
22 Judges, may order a reduction, payment plan, or any other relief they determine is justified
23 following a hearing on the request.

24 (ii) At a hearing for hardship adjustment under Subsection (i), the
25 Board, or its designated Administrative Law Judges, shall consider all relevant factors, including
26 the number of units in the building and any evidence submitted regarding the landlord's age,
27 length of ownership of the building, ownership of any other buildings, income, expenses, other
28 assets, debt, health, and health care costs, except as provided in Subsection (iii).

1 (iii) At a hearing for hardship adjustment under Subsection (i), the
2 Board, or its designated Administrative Law Judges, shall not consider any of the following types
3 of assets owned by the landlord:

- 4 a. Assets held in retirement accounts; and
5 b. Non-liquid personal property.

6 (H) Without limiting or otherwise affecting the landlord's right to obtain a
7 hardship adjustment under Subsection 37.9A(e)(3)(G), the landlord may file a written request, on
8 a form provided by the Rent Board, for a hearing with the Rent Board claiming that the San
9 Francisco Rental Payment Differential Schedule established in Subsection 37.9A(e)(3)(E)(ii)
10 does not reasonably reflect the market rental rate for a comparable unit in San Francisco and
11 would result in an overpayment by the landlord ("Rent Differential Recalculation Request"). The
12 landlord shall include evidence in support of the request. If the Board, or its designated
13 Administrative Law Judges, grant(s) the request in whole or part, they shall order an appropriate
14 adjustment of the payment due from the landlord.

15 (I) For purposes of considering Hardship Adjustment and Rent Differential
16 Recalculation Requests under Subsections 37.9(e)(3)(G) and (H), the Board shall follow a
17 process consistent with the existing Board hearing process under Section 37.8. If a landlord
18 submits both types of hearing requests, the Board may consolidate its hearing of the two
19 requests.

20 (4) Any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or
21 tenants concerned of the right to receive payment under this subsection 37.9A(e)(1) or (2) or (3).

22 (f) Notice to Rent Board; Recordation of Notice; Effective Date of Withdrawal.

23 (1) Any owner who intends to withdraw from rent or lease any rental unit shall
24 notify the Rent Board in writing of said intention. Said notice shall contain statements, under
25 penalty of perjury, providing information on the number of residential units, the address or
26 location of those units, the name or names of the tenants or lessees of the units, and the rent
27 applicable to each residential rental unit. Said notice shall be signed by all owners of record of
28 the property under penalty of perjury and shall include a certification that actions have been

1 initiated as required by law to terminate existing tenancies through service of a notice of
2 termination of tenancy. The notice must be served by certified mail or any other manner
3 authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the rental
4 units. Information respecting the name or names of the tenants, the rent applicable to any unit,
5 or the total number of units, is confidential and shall be treated as confidential information by the
6 City for purposes of the Information Practices Act of 1977, as contained in Chapter I
7 (commencing with Section 1798) of Title 1.8 of part 4 of Division 3 of the Civil Code. The City
8 shall, to the extent required by the preceding sentence, be considered an "agency," as defined
9 by subdivision (b) of Section 1798.3 of the Civil Code.

10 (2) Prior to the effective date of withdrawal of rental units under this Section, the
11 owner shall cause to be recorded with the County Recorder a memorandum of the notice
12 required by subsection (f)(1) summarizing its provisions, other than the confidential provisions, in
13 substantially the following form:

14 **Memorandum of Notice**
15 **Regarding Withdrawal of Rental Unit From Rent or Lease**

16 This memorandum evidences that the undersigned, as the owner of the property
17 described in Exhibit A attached, has filed a notice, whose contents are certified under
18 penalty of perjury, stating the intent to withdraw from rent or lease all units at said
property, pursuant to San Francisco Administrative Code Section 37.9A and the Ellis Act
(California Government Code Section 7060 et seq.).

19 _____
(Signature)

20 (3) For a notice of intent to withdraw rental units filed with the Rent Board on or
21 before December 31, 1999, the date on which the units are withdrawn from rent or lease for
22 purposes of this chapter and the Ellis Act is 60 days from the delivery in person or by first-class
23 mail of the Subsection (f)(1) notice of intent to the Rent Board.

24 (4) For a notice of intent to withdraw rental units filed with the Rent Board on or
25 after January 1, 2000, the date on which the units are withdrawn from rent or lease for purposes
26 of this Chapter and the Ellis Act is 120 days from the delivery in person or by first-class mail of
27 the Subsection (f)(1) notice of intent to the Rent Board. Except that, if the tenant or lessee is at
28 least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in his

1 or her unit for at least one year prior to the date of delivery to the Rent Board of the Subsection
2 (f)(1) notice of intent to withdraw, then the date of withdrawal of the unit of that tenant or lessee
3 shall be extended to one year after the date of delivery of that notice to the Rent Board, provided
4 that the tenant or lessee gives written notice of his or her entitlement to an extension of the date
5 of withdrawal to the owner within 60 days of the date of delivery to the Rent Board of the
6 Subsection (f)(1) notice of intent to withdraw. In that situation, the following provisions shall
7 apply:

8 (A) The tenancy shall be continued on the same terms and conditions as
9 existed on the date of delivery to the Rent Board of the notice of intent to withdraw, subject to
10 any adjustments otherwise available under Administrative Code Chapter 37.

11 (B) No party shall be relieved of the duty to perform any obligation under
12 the lease or rental agreement.

13 (C) The owner may elect to extend the date of withdrawal on any other
14 units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of
15 intent to withdraw, subject to Subsections (f)(4)(A) and (B).

16 (D) Within 30 days of the notification by the tenant or lessee to the owner
17 of his or her entitlement to an extension of the date of withdrawal, the owner shall give written
18 notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their unit for
19 one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to
20 withdraw.

21 (E) Within 90 days of the date of delivery to the Rent Board of the notice
22 of intent to withdraw, the owner shall give written notice to the Rent Board and the affected
23 tenant or lessee of the following:

24 (i) Whether or not the owner disputes the tenant's claim of
25 extension;

26 (ii) The new date of withdrawal under Section 37.9A(f)(4)(C), if the
27 owner does not dispute the tenant's claim of extension; and

28 (iii) Whether or not the owner elects to extend the date of

1 withdrawal to other units on the property.

2 (5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent
3 Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

4 (A) That the Rent Board has been notified pursuant to Subsection (f)(1),

5 (B) That the notice to the Rent Board specified the name and the amount
6 of rent paid by the tenant or lessee as an occupant of the rental unit;

7 (C) The amount of rent the owner specified in the notice to the Rent
8 Board,

9 (D) The tenant's or lessee's rights to reoccupancy and to relocation
10 assistance under Subsections 37.9A(c) and (e); and,

11 (E) The rights of qualified elderly or disabled tenants as described under
12 Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent Board
13 of the Subsection (f)(1) notice of intent to withdraw.

14 (6) Within 30 days after the effective date of withdrawal of rental units under this
15 Section 37.9A, the Rent Board shall record a notice of constraints with the County Recorder
16 which describes the property and the dates of applicable restrictions on the property under this
17 Section.

18 (g) Successor Owners. The provisions of this Section 37.9A shall apply to the owner of a
19 rental unit at the time displacement of a tenant or tenants is initiated and to any successor in
20 interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the
21 California Government Code (Sections 7060 et seq.).

22 (h) Reports Required.

23 (1) Not later than the last day of the third and sixth calendar months following the
24 month in which notice is given to the Board under Subsection(f)(1), and thereafter not later than
25 December 31st of each calendar year for a period of five years, beginning with the year in which
26 the six-month notice is given, the owner of any property which contains or formerly contained
27 one or more rental units which a tenant or tenants vacated pursuant to Section 37.9(a)(13) shall
28 notify the Board, in writing, under penalty of perjury, for each such unit:

- (A) Whether the unit has been demolished;
- (B) If the unit has not been demolished, whether it is in use;
- (C) If it is in use, whether it is in residential use;
- (D) If it is in residential use, the date the tenancy began, the name of the tenant(s), and the amount of rent charged.

If the unit has been demolished, and one or more new units constructed on the lot, the owner shall furnish the information required by items (B), (C) and (D) for each new unit. The Board shall maintain a record of the notices received under Subsection (f) and all notices received under this Section for each unit subject to this reporting requirement.

(2) The Board shall notify each person who is reported as having become a tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that it maintains the records described in Subsection (h)(1), and that the rent of the unit may be restricted pursuant to Subsection (a).

(3) The Board shall maintain a register of all rental units withdrawn from rent or lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The Board shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the owner notifies the Board that the unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(4) The Board may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the owner has complied with the provisions of this Section.

(i) This Section 37.9A is enacted principally to exercise specific authority provided for by Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by Stats. 1985, Ch. 1509, Section 1 (the Ellis Act, California Government Code Sections 7060 et seq.). In the case of any amendment to Chapter 12.75 or any other provision of State law which amendment is inconsistent with this Section, this Section shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.

RECEIVED

2015 MAY 15 PM 2:32

PROOF OF SERVICE

I, Pamela Chung, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served: 1. Notice of Filing of Notice of Intent with the San Francisco Rent Board
2. San Francisco Rent Ordinance Section 37.9A Tenants Rights in Certain Displacements
3. Proof of Service

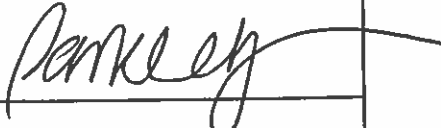
Person Served: Emily Anicich
223 Missouri Street
San Francisco, CA 94107

Date Mailed: May 12, 2015

I served the parties by certified mail addressed to the Person Served via the United States Postal Service. I mailed the Documents Served from Oakland, CA.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on May 12, 2015.


Pamela Chung

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

| | |
|---|----------------|
| Postage | \$ 0.90 |
| Certified Fee | 3.30 |
| Return Receipt Fee (Endorsement Required) | 2.70 |
| Restricted Delivery Fee (Endorsement Required) | — |
| Total Postage & Fees | \$ 6.90 |

Postmark
Here
5/14/15

| | |
|-------------------------------------|-------------------------|
| Sent to | Emily Anicich |
| Street & Apt. No., or PO Box No. | 223 Missouri St. |
| City, State, ZIP+4 | San Francisco, CA 94107 |

7014 2120 0000 2603 716J

RECEIVED

Notice of Filing of (Amended) Notice of Intent with the San Francisco Rent Board

TO: **Jessica Ainsworth**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

223A Missouri Street, San Francisco, CA 94107, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9A(f)(1) to the owner/landlord of the above premises, Karen Lum, ("Landlord") has delivered and filed a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board") on **May 8, 2015**. Accordingly, you are required to deliver possession of said subject premises to the Landlord, **on or before September 8, 2015**, which is 120 days after the date of filing and excluding court holidays pursuant to California Code of Civil Procedure sections 12a and 135 and Government Code section 6700.

The Notice of Intent stated your name and that you paid \$711.13 rent as an occupant of the subject property. Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this notice. You are hereby further notified that you have tenant's or lessee's rights to reoccupancy and to relocation assistance under Subsections 37.9A(c) and (e).

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), if you are a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board, then the date of withdrawal for the subject property shall be extended to one-year after the date of delivery of the notice to the Rent Board. To qualify for this one year extension, you must give written notice to Landlord of your entitlement to the one-year extension by **July 7, 2015**, which is 60 days from the date of Landlord's delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

YOU ARE FURTHER ADVISED that if you have any questions regarding this notice, you may consult with your attorney. This notice supersedes all prior notices of filing of notice of intent with the San Francisco Rent Board, if any.

Dated: May 12, 2015


Lien L. Uy,

Attorney for the owner/landlord,
Karen Lum

Uy Law Group
436 14th Street, Suite 1106
Oakland, CA 94612
Tel: 510-893-3294
Fax: 510-260-2652

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

Sec. 37.9A Tenant Rights in Certain Displacements Under Section 37.9(a)(13).

[Added by Ord. No. 193-86, effective July 1, 1986; amended by Ord. No. 320-94, effective October 15, 1994; Ord. No. 348-99, effective January 29, 2000; Ord. No. 5-00, effective February 13, 2000; Ord. No. 91-03, effective June 15, 2003; Ord. No. 21-05, effective February 20, 2005; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014]

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13), withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 et seq., if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9(A)(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section

1 37.9A(a)(1).

2 (b) Treatment of Replacement Units. If one or more units covered by subsection (a) is
3 demolished, and one or more new units qualifying as rental units under this chapter but for the
4 date on which they first receive a certificate of final completion and occupancy are constructed
5 on the same property, and offered for rent or lease within five years of the date the last of the
6 original units became vacant, the newly constructed units shall be offered at rents not greater
7 than those reasonably calculated to produce a fair and reasonable return on the newly
8 constructed units, notwithstanding Section 37.2(r)(5) or any other provision of this chapter. The
9 provisions of this chapter shall thereafter apply. The Board shall adopt rules for determining the
10 rents necessary to provide a fair and reasonable return.

11 (c) Rights to Re-Rent. Any owner who again offers for rent or lease any unit covered by
12 subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from
13 the unit as follows:

14 (1) If any tenant or lessee has advised the owner in writing within 30 days of
15 displacement of his or her desire to consider an offer to renew the tenancy and has furnished the
16 owner with an address to which that offer is to be directed, the owner must make such an offer
17 whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant,
18 lessee, or former tenant or lessee may advise the owner at any time of a change of address to
19 which an offer is to be directed.

20 (2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within
21 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent
22 the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the
23 offer in writing within 30 days after the owner has notified the City of an intention to re-rent the
24 unit. If the unit is offered for rent or lease more than two years after the date the unit was
25 withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was
26 displaced for failure to comply with this subsection (c)(2), for punitive damages in an amount
27 which does not exceed the contract rent for six months.

28 (3) If any former tenant or lessee has requested an offer to renew the tenancy,

1 either directly to the landlord or after notice from the Rent Board, then the owner shall offer to
2 reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall
3 be deposited in the United States mail, by registered or certified mail with postage prepaid,
4 addressed to the displaced tenant or lessee at the address furnished to the owner as provided
5 by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall
6 have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of
7 that acceptance or by deposit of the acceptance in the United States mail by registered or
8 certified mail with postage prepaid.

9 (4) If more than one tenant or lessee attempts to accept the offer for a given unit,
10 the landlord shall notify each tenant or lessee so accepting that other acceptances have been
11 received, and shall further advise each such tenant or lessee of the names and addresses of the
12 others. If all such tenants or lessees do not within thirty (30) days thereafter agree and notify the
13 landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first
14 occupied the unit previously shall be entitled to accept the landlord's offer. If more than one
15 eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or
16 lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the
17 unit.

18 (d) Re-Rental Within Two Years. If a unit covered by subsection (a) is offered for rent or
19 lease within two years of the date of withdrawal:

20 (1) The owner shall be liable to any tenant or lessee who was displaced from the
21 property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this
22 paragraph shall be brought within three years of withdrawal of the unit from rent or lease.
23 However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy
24 available under the law.

25 (2) The City may institute a civil proceeding against the owner who has again
26 offered the unit for rent or lease, for exemplary damages for displacement of tenants or lessees.
27 Any action by the City pursuant to this paragraph shall be brought within three years of the
28 withdrawal of the unit from rent or lease.

1 (e) Relocation Payments to Tenants.

2 (1) Before August 10, 2004, Low Income, Elderly or Disabled. Where a landlord
3 seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units
4 was filed with the Board before August 10, 2004, the relocation payments described in this
5 Subsection 37.9A(e)(1) shall be limited to tenants who are members of lower income
6 households, who are elderly, or who are disabled, as defined below.

7 (A) Tenants who are members of lower income households, as defined by
8 Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit
9 based upon Section 37.9(a)(13), in addition to all rights under any other provision of law, shall be
10 entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days
11 of the landlord's receipt of written notice from the tenants of their entitlement to the relocation
12 payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit.

13 (B) With respect to Subsection 37.9A(e)(1)(A) above, the Mayor's Office
14 of Housing or its successor agency shall annually determine the income limits for lower income
15 households, adjusted for household size.

16 (C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the
17 size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at
18 the time such notice is served, is 62 years of age or older, or who is disabled within the meaning
19 of Section 12955.3 of the California Government Code, shall be entitled to receive \$3,000.00,
20 \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of
21 written notice from the tenant of entitlement to the relocation payment, and \$1,500.00 of which
22 shall be paid when the tenant vacates the unit.

23 (D) The payments due pursuant to this Subsection 37.9A(e)(1) for any
24 unit which is occupied by more than one tenant shall be divided equally among all the occupying
25 tenants, excluding those tenants who are separately entitled to payments under subsection
26 37.9A(e)(1)(C) above.

27 (2) On August 10, 2004 and through February 19, 2005. Where a landlord seeks
28 eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units

1 is filed with the Board on or after August 10, 2004 through February 19, 2005 or (ii) the notice of
2 intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant
3 still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as
4 follows:

5 (A) Tenants who are members of lower income households, as defined by
6 Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500.00,
7 \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of
8 written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of
9 which shall be paid when the tenants vacate the unit.

10 (B) Subject to subsections 37.9A(e)(2)(C) and (D) below, tenants who are
11 not members of lower income households, as defined by Section 50079.5 of the California
12 Health and Safety Code, shall each be entitled to receive \$4,500.00, which shall be paid when
13 the tenant vacates the unit;

14 (C) In the event there are more than three tenants in a unit, the total
15 relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants
16 in the unit;

17 (D) Notwithstanding Subsections 37.9A(e)(2)(A) and (B), any tenant who,
18 at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age
19 or older, or who is disabled within the meaning of Section 12955.3 of the California Government
20 Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall
21 be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant
22 of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant
23 vacates the unit.

24 (3) On or After February 20, 2005. Where a landlord seeks eviction based upon
25 Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or
26 after February 20, 2005, relocation payments shall be paid to the tenants as follows:

27 (A) Subject to subsections 37.9A(e)(3)(B) (C) and (D) below, each tenant
28 shall be entitled to receive \$4,500.00, one-half of which shall be paid at the time of the service of

1 the notice of termination of tenancy, and one-half of which shall be paid when the tenant vacates
2 the unit;

3 (B) In the event there are more than three tenants in a unit, the total
4 relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants
5 in the unit; and

6 (C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any tenant who,
7 at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age
8 or older, or who is disabled within the meaning of Section 12955.3 of the California Government
9 Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall
10 be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant
11 of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant
12 vacates the unit.

13 (D) Commencing March 1, 2005, the relocation payments specified in
14 Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the
15 "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban
16 Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as
17 that data is made available by the United States Department of Labor and published by the
18 Board.

19 ¹(E) Notwithstanding Subsections 37.9A(e)(3)(A) – (D), as of June 1,
20 2014, the effective date of the ordinance creating this subsection (E) (Ordinance No.54-14),
21 each tenant shall be entitled to the greater of:

22 (i) the payment specified in Subsections 37.9A(e)(3)(A) – (D); or
23 (ii) an amount equal to the difference between the unit's rental rate
24 at the time the landlord files the notice of intent to withdraw rental units with the Board, and the
25 market rental rate for a comparable unit in San Francisco as determined by the Controller's
26 Office, multiplied to cover a two-year period, and divided equally by the number of tenants in the

27 ¹ NOTE: On October 21, 2014, the United States District Court found Subsections 37.9A(e)(3)(E)-(I) unconstitutional in
28 Levin v. CCSF, District Court Case No. 03352, and enjoined the City from enforcing those Subsections. The City is
appealing that ruling to the Ninth Circuit Court of Appeals.

1 unit (the "Rental Payment Differential"). The landlord shall pay one-half of the Rental Payment
2 Differential at the time of the service of the notice of termination of tenancy, and the remaining
3 one-half when the tenant vacates the unit. The Controller shall establish a San Francisco Rental
4 Payment Differential Schedule within 5 days of the effective date of the ordinance creating this
5 subsection (E) (Ordinance No. 54-14), and thereafter by March 1 of each calendar year. The
6 Controller shall provide such Schedule to the Rent Board, which shall make the Schedule
7 publicly available on the Rent Board's website and at the Rent Board office. In addition to
8 receiving the Rental Payment Differential, any tenant who qualifies for payment under
9 Subsections 37.9A(e)(3)(C) as adjusted by (D) shall also receive that payment. In determining
10 annual changes in the rental market, the Controller shall rely on market data that reasonably
11 reflects a representative sample of rental apartments in San Francisco.

12 (F) Any tenant who has received a notice of termination of tenancy, but
13 who has not yet vacated the unit by June 1, 2014, the operative date of the ordinance creating
14 subsection (E) and this subsection (F) (Ordinance No. 54-14), shall be entitled to the Rental
15 Payment Differential, reduced by any payment the tenant has received under Subsections
16 37.9A(e)(3)(C) as adjusted by (D), upon vacating the unit.

17 (G) (i) If payment of the Rental Payment Differential under Subsection
18 37.9A(e)(3)(E)(ii) would constitute an undue financial hardship for a landlord in light of all of the
19 resources available to the landlord, the landlord may file a written request, on a form provided by
20 the Rent Board, for a hearing for a hardship adjustment ("Hardship Adjustment Request") with
21 the Rent Board, with supporting evidence. The Board, or its designated Administrative Law
22 Judges, may order a reduction, payment plan, or any other relief they determine is justified
23 following a hearing on the request.

24 (ii) At a hearing for hardship adjustment under Subsection (i), the
25 Board, or its designated Administrative Law Judges, shall consider all relevant factors, including
26 the number of units in the building and any evidence submitted regarding the landlord's age,
27 length of ownership of the building, ownership of any other buildings, income, expenses, other
28 assets, debt, health, and health care costs, except as provided in Subsection (iii).

1 (iii) At a hearing for hardship adjustment under Subsection (i), the
2 Board, or its designated Administrative Law Judges, shall not consider any of the following types
3 of assets owned by the landlord:

- 4 a. Assets held in retirement accounts; and
- 5 b. Non-liquid personal property.

6 (H) Without limiting or otherwise affecting the landlord's right to obtain a
7 hardship adjustment under Subsection 37.9A(e)(3)(G), the landlord may file a written request, on
8 a form provided by the Rent Board, for a hearing with the Rent Board claiming that the San
9 Francisco Rental Payment Differential Schedule established in Subsection 37.9A(e)(3)(E)(ii)
10 does not reasonably reflect the market rental rate for a comparable unit in San Francisco and
11 would result in an overpayment by the landlord ("Rent Differential Recalculation Request"). The
12 landlord shall include evidence in support of the request. If the Board, or its designated
13 Administrative Law Judges, grant(s) the request in whole or part, they shall order an appropriate
14 adjustment of the payment due from the landlord.

15 (I) For purposes of considering Hardship Adjustment and Rent Differential
16 Recalculation Requests under Subsections 37.9(e)(3)(G) and (H), the Board shall follow a
17 process consistent with the existing Board hearing process under Section 37.8. If a landlord
18 submits both types of hearing requests, the Board may consolidate its hearing of the two
19 requests.

20 (4) Any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or
21 tenants concerned of the right to receive payment under this subsection 37.9A(e)(1) or (2) or (3).

22 (f) Notice to Rent Board; Recordation of Notice; Effective Date of Withdrawal.

23 (1) Any owner who intends to withdraw from rent or lease any rental unit shall
24 notify the Rent Board in writing of said intention. Said notice shall contain statements, under
25 penalty of perjury, providing information on the number of residential units, the address or
26 location of those units, the name or names of the tenants or lessees of the units, and the rent
27 applicable to each residential rental unit. Said notice shall be signed by all owners of record of
28 the property under penalty of perjury and shall include a certification that actions have been

1 initiated as required by law to terminate existing tenancies through service of a notice of
2 termination of tenancy. The notice must be served by certified mail or any other manner
3 authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the rental
4 units. Information respecting the name or names of the tenants, the rent applicable to any unit,
5 or the total number of units, is confidential and shall be treated as confidential information by the
6 City for purposes of the Information Practices Act of 1977, as contained in Chapter I
7 (commencing with Section 1798) of Title 1.8 of part 4 of Division 3 of the Civil Code. The City
8 shall, to the extent required by the preceding sentence, be considered an "agency," as defined
9 by subdivision (b) of Section 1798.3 of the Civil Code.

10 (2) Prior to the effective date of withdrawal of rental units under this Section, the
11 owner shall cause to be recorded with the County Recorder a memorandum of the notice
12 required by subsection (f)(1) summarizing its provisions, other than the confidential provisions, in
13 substantially the following form:

14 **Memorandum of Notice**
15 **Regarding Withdrawal of Rental Unit From Rent or Lease**

16 This memorandum evidences that the undersigned, as the owner of the property
17 described in Exhibit A attached, has filed a notice, whose contents are certified under
18 penalty of perjury, stating the intent to withdraw from rent or lease all units at said
property, pursuant to San Francisco Administrative Code Section 37.9A and the Ellis Act
(California Government Code Section 7060 et seq.).

19 _____
(Signature)

20 (3) For a notice of intent to withdraw rental units filed with the Rent Board on or
21 before December 31, 1999, the date on which the units are withdrawn from rent or lease for
22 purposes of this chapter and the Ellis Act is 60 days from the delivery in person or by first-class
23 mail of the Subsection (f)(1) notice of intent to the Rent Board.

24 (4) For a notice of intent to withdraw rental units filed with the Rent Board on or
25 after January 1, 2000, the date on which the units are withdrawn from rent or lease for purposes
26 of this Chapter and the Ellis Act is 120 days from the delivery in person or by first-class mail of
27 the Subsection (f)(1) notice of intent to the Rent Board. Except that, if the tenant or lessee is at
28 least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in his

1 or her unit for at least one year prior to the date of delivery to the Rent Board of the Subsection
2 (f)(1) notice of intent to withdraw, then the date of withdrawal of the unit of that tenant or lessee
3 shall be extended to one year after the date of delivery of that notice to the Rent Board, provided
4 that the tenant or lessee gives written notice of his or her entitlement to an extension of the date
5 of withdrawal to the owner within 60 days of the date of delivery to the Rent Board of the
6 Subsection (f)(1) notice of intent to withdraw. In that situation, the following provisions shall
7 apply:

8 (A) The tenancy shall be continued on the same terms and conditions as
9 existed on the date of delivery to the Rent Board of the notice of intent to withdraw, subject to
10 any adjustments otherwise available under Administrative Code Chapter 37.

11 (B) No party shall be relieved of the duty to perform any obligation under
12 the lease or rental agreement.

13 (C) The owner may elect to extend the date of withdrawal on any other
14 units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of
15 intent to withdraw, subject to Subsections (f)(4)(A) and (B).

16 (D) Within 30 days of the notification by the tenant or lessee to the owner
17 of his or her entitlement to an extension of the date of withdrawal, the owner shall give written
18 notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their unit for
19 one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to
20 withdraw.

21 (E) Within 90 days of the date of delivery to the Rent Board of the notice
22 of intent to withdraw, the owner shall give written notice to the Rent Board and the affected
23 tenant or lessee of the following:

24 (i) Whether or not the owner disputes the tenant's claim of
25 extension;

26 (ii) The new date of withdrawal under Section 37.9A(f)(4)(C), if the
27 owner does not dispute the tenant's claim of extension; and

28 (iii) Whether or not the owner elects to extend the date of

1 withdrawal to other units on the property.

2 (5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent
3 Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

4 (A) That the Rent Board has been notified pursuant to Subsection (f)(1),

5 (B) That the notice to the Rent Board specified the name and the amount
6 of rent paid by the tenant or lessee as an occupant of the rental unit;

7 (C) The amount of rent the owner specified in the notice to the Rent
8 Board,

9 (D) The tenant's or lessee's rights to reoccupancy and to relocation
10 assistance under Subsections 37.9A(c) and (e); and,

11 (E) The rights of qualified elderly or disabled tenants as described under
12 Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent Board
13 of the Subsection (f)(1) notice of intent to withdraw.

14 (6) Within 30 days after the effective date of withdrawal of rental units under this
15 Section 37.9A, the Rent Board shall record a notice of constraints with the County Recorder
16 which describes the property and the dates of applicable restrictions on the property under this
17 Section.

18 (g) Successor Owners. The provisions of this Section 37.9A shall apply to the owner of a
19 rental unit at the time displacement of a tenant or tenants is initiated and to any successor in
20 interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the
21 California Government Code (Sections 7060 et seq.).

22 (h) Reports Required.

23 (1) Not later than the last day of the third and sixth calendar months following the
24 month in which notice is given to the Board under Subsection(f)(1), and thereafter not later than
25 December 31st of each calendar year for a period of five years, beginning with the year in which
26 the six-month notice is given, the owner of any property which contains or formerly contained
27 one or more rental units which a tenant or tenants vacated pursuant to Section 37.9(a)(13) shall
28 notify the Board, in writing, under penalty of perjury, for each such unit:

1 (A) Whether the unit has been demolished;

2 (B) If the unit has not been demolished, whether it is in use;

3 (C) If it is in use, whether it is in residential use;

4 (D) If it is in residential use, the date the tenancy began, the name of
5 the tenant(s), and the amount of rent charged.

6 If the unit has been demolished, and one or more new units constructed on the
7 lot, the owner shall furnish the information required by items (B), (C) and (D) for each new unit.

8 The Board shall maintain a record of the notices received under Subsection (f) and all notices
9 received under this Section for each unit subject to this reporting requirement.

10 (2) The Board shall notify each person who is reported as having become a
11 tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that it
12 maintains the records described in Subsection (h)(1), and that the rent of the unit may be
13 restricted pursuant to Subsection (a).

14 (3) The Board shall maintain a register of all rental units withdrawn from rent or
15 lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The
16 Board shall inform tenants displaced from units withdrawn from rent or lease at the address
17 provided by the tenant, when the owner notifies the Board that the unit or replacement unit will
18 again be offered for rent or lease within ten years of the date of withdrawal.

19 (4) The Board may investigate whether a rental unit that was withdrawn from rent
20 or lease has been again offered for rent or lease, and whether the owner has complied with the
21 provisions of this Section.

22 (i) This Section 37.9A is enacted principally to exercise specific authority provided for by
23 Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by
24 Stats. 1985, Ch. 1509, Section 1 (the Ellis Act, California Government Code Sections 7060 et
25 seq.). In the case of any amendment to Chapter 12.75 or any other provision of State law which
26 amendment is inconsistent with this Section, this Section shall be deemed to be amended to be
27 consistent with State law, and to the extent it cannot be so amended shall be interpreted to be
28 effective as previously adopted to the maximum extent possible.

PROOF OF SERVICE

RECEIVED

2015 MAY 15 PM 2:32

I, Pamela Chung, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served: 1. Notice of Filing of Notice of Intent with the San Francisco Rent Board
2. San Francisco Rent Ordinance Section 37.9A Tenants Rights in Certain Displacements
3. Proof of Service

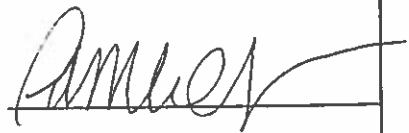
Person Served: Jessica Ainsworth
223A Missouri Street
San Francisco, CA 94107

Date Mailed: May 12, 2015

I served the parties by certified mail addressed to the Person Served via the United States Postal Service. I mailed the Documents Served from Oakland, CA.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on May 12, 2015.


Pamela Chung

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

| | |
|---|----------|
| Postage | \$ 17.90 |
| Certified Fee | 3.30 |
| Return Receipt Fee (Endorsement Required) | 2.70 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 23.90 |

5/12/15

Postmark
Here

Sent To Jessica Ainsworth 5/12/15
Street & Apt. No. 223A Missouri St.
or PO Box No.
City, State, ZIP+4 San Francisco, CA 94107

See Reverse for Instructions

by Mail

UY LAW GROUP

436 14th Street, Suite 1106

Oakland, CA 94612

Phone: (510) 893-3294 Fax: (510) 260-2652

RECEIVED

2015 MAY -3 PM 1:50

Via First Class Mail

May 6, 2015

San Francisco Rent Board
25 Van Ness Avenue, Suite 320
San Francisco, CA 94102

RE: 219-223A Missouri Street, San Francisco, CA 94107 (previously 94115)

Case number: L150567

AMENDED Notice of Intent to Withdraw

Dear San Francisco Rent Board:

We previously filed a Notice of Intent to Withdraw Residential Units from the Rental Market for the above addresses on March 30, 2015. However we noticed that we put the incorrect zip code for the subject property. The correct zip code is 94107. As such, we would like to correct the error by filing an (Amended) Notice of Intent to Withdraw Residential Units from the Rental Market. See enclosed. We will use the date of filing of this document for the purposes of calculating the date of withdrawal.

I have included a copy of the cover page of the (Amended) Notice of Intent to Withdraw. Please stamp and return the copy to our office using the self-addressed, stamped envelope that I have enclosed. You can call me at (510) 893-3294 or email me at pamela@uylawgroup.com if you have any questions.

Thank you,



Pamela Chung

Encls: noted



(Amended) Notice of Intent to Withdraw

2015 MAY -8 PM 1:58

Residential Units from the Rental Market

[RENT ORDINANCE SECTION 37.9A]

NOTE: Owners seeking to withdraw from the rental market their units which are subject to the San Francisco Rent Ordinance must submit this completed form to the Rent Board's office. Submittal may be by personal delivery, registered mail, or certified mail. Please refer to the specific procedures pursuant to Section 37.9A of the San Francisco Rent Ordinance.

I. OWNER INFORMATION (All owners of the property must be listed. If additional space is needed, attach a separate sheet using the same format.)

Name: Karen LumAddress: 3201 Balboa St. San Francisco, CA 94121Phone Number: 415-812-0978 (home) 415-566-0868 (work)

II. PROPERTY INFORMATION

Address: 219-223A Missouri St. San Francisco, CA 94107
(street number and name) (zip)Number of Units:

Legal Description: Attach a legal description of the property and mark it as Attachment A.*

**This Notice of Intent to Withdraw Residential Units will not be processed by the Rent Board without a legal description, which is required by the San Francisco Recorder's Office.*

III. UNIT INFORMATION (All units, including owner-occupied, commercial and vacant units, and all occupants of the property must be listed. If additional space is needed, attach a separate sheet using the same format.)

| UNIT # | DATE TENANCY COMMENCED | NAME OF EACH CURRENT OCCUPANT | CURRENT RENT |
|---------------|------------------------|-------------------------------|----------------------|
| <u>219</u> | <u>08/1996</u> | <u>[REDACTED]</u> | \$ <u>[REDACTED]</u> |
| <u>221</u> | <u>05/2011</u> | <u>[REDACTED]</u> | \$ <u>[REDACTED]</u> |
| <u>223</u> | <u>2008</u> | <u>[REDACTED]</u> | \$ <u>[REDACTED]</u> |
| <u>223A</u> | <u>11/1992</u> | <u>[REDACTED]</u> | \$ <u>[REDACTED]</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |

**Notice of Intent to Withdraw
Residential Units from the Rental Market (*continued*)**
[RENT ORDINANCE SECTION 37.9A]

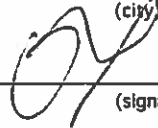
IV. OWNER'S DECLARATION

Do you certify that actions have been initiated as required by law to terminate all existing tenancies on the property by service of a written notice of termination of tenancy? ☒ Yes ☐ No

I declare under penalty of perjury, under the laws of the State of California, that the information provided on this Notice of Intent to Withdraw Form, including any attachments, is true and correct to the best of my knowledge and belief.

Executed on 04/30/2015 in San Francisco, CA, California.
(date) (city)

Karen Lum
(print name)


(signature)

ALL OWNERS MUST SIGN. Attach an additional declaration and signature for each owner of record. Attorneys and/or non-attorney representatives may not sign the owner's declaration on behalf of an owner.

Attachment A

California Public Records > CA San Francisco > California Property Tax Search

City & County of San Francisco
Treasurer & Tax Collector

Office of the Treasurer & Tax Collector



Secured Property Tax Information & Payment – Search Results

Your search produced the following results:

| Select | Block # | Lot # | Account # | Tax Bill # | Property Location |
|--------------------------|---------|-------|-----------|------------|-------------------|
| <input type="checkbox"/> | 4002 | 022 | 400200220 | 137909 | 219 MISSOURI ST |

[New Search](#)

[Frequently Asked Questions](#)

Online Payment Support

For support on making payments via the web please e-mail support@link2gov.com

Office of the Treasurer & Tax Collector City Hall, Room 140, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 [Contact Us](#)

[Visit San Francisco's 311 online](#)

Instant Access to PREMIUM California Public Records by District

First Last City California **Search**

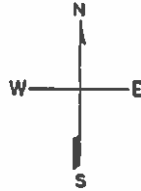
Record Type: • Public ☒ Background Checks ☐ Marriage ☐ Divorce ☐ Criminal ☐ Birth ☐ Death ☐ Vital ☐ [PeopleSmart](#)

Attachment A

4002

NEW POTRERO BLK. 269

REVISED '82



MARIPOSA

| | | | | | |
|----------|-----|-----|--------|--------|------|
| MISSOURI | 201 | 100 | 25.833 | 70.167 | 1201 |
| | 26 | 25 | 261 | 25 | 200 |
| | 25 | 24 | 100 | 27 | |
| | 25 | 23 | 2 | 25 | |
| | 25 | 22 | 3 | 25 | |
| | 25 | 21 | 4 | 25 | |
| | 25 | 20 | 5 | 25 | |
| | 25 | 19 | 6 | 29 | |
| | 25 | 18 | 7 | 29 | |
| | 25 | 17A | 8 | 30 | |
| | 25 | 17 | 9 | 25 | |
| | 25 | 16C | 27 | 25 | |
| | 25 | 16B | 28 | 25 | |
| | 25 | 16A | 11 | 100 | 25 |
| | 25 | 16 | 13B | 13A | 50 |
| | 25 | 15 | 12 | 25 | |
| | 25 | 14 | 13 | 60 | 60 |
| | 100 | 25 | 25 | 50 | 1300 |

TEXAS

18TH

Notice of Filing of Notice of Intent with the San Francisco Rent Board

TO: **Stella Klose**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

219 Missouri Street, San Francisco, CA 94115, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9A(f)(1) to the owner/landlord of the above premises, Karen Lum, ("Landlord") has delivered and filed a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board") on **March 30, 2015**. Accordingly, you are required to deliver possession of said subject premises to the Landlord, on or before **July 28, 2015**, which is 120 days after the date of filing.

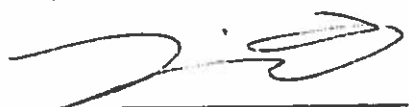
The Notice of Intent stated your name and that you paid \$800.39 rent as an occupant of the subject property. Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this notice. You are hereby further notified that you have tenant's or lessee's rights to reoccupancy and to relocation assistance under Subsections 37.9A(c) and (e).

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), if you are a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board, then the date of withdrawal for the subject property shall be extended to one-year after the date of delivery of the notice to the Rent Board. To qualify for this one year extension, you must give written notice to Landlord of your entitlement to the one-year extension by **May 29, 2015**, which is 60 days from the date of Landlord's delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

Dated: April 8, 2015


Lien L. Uy,
Attorney for the owner/landlord,
Karen Lum

Uy Law Group
436 14th Street, Suite 1106
Oakland, CA 94612
Tel: 510-893-3294

Fax: 510-260-2652

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

PROOF OF SERVICE

I, Pamela Chung, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served: 1. Notice of Filing of Notice of Intent with the San Francisco Rent Board
2. San Francisco Rent Ordinance Section 37.9A Tenants Rights in Certain Displacements

Person Served: Stella Klose
219 Missouri Street
San Francisco, CA 94115

Date Mailed: April 8, 2015

I served the parties by certified mail addressed to the Person Served via the United States Postal Service. I mailed the Documents Served from Oakland, CA.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on April 8, 2015.


Pamela Chung

| | |
|--|----------|
| U.S. Postal Service™ | |
| CERTIFIED MAIL™ RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage | \$ 6.69 |
| Certified Fee | 3.30 |
| Return Receipt Fee (Endorsement Required) | 2.70 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 12.69 |
| Sent To <u>Stella Klose</u> <u>4/8/15</u> | |
| Street, Apt. No.; or PO Box No. <u>219 Missouri St.</u> | |
| City, State, ZIP+4 <u>San Francisco, CA 94115</u> | |

PS Form 3800, August 2006 See Reverse for Instructions

y Mail



Rent Board

CITY & COUNTY OF SAN FRANCISCO

2015 APR 10 PM 1:48

RENT BOARD
ARBITRATION BOARD

Section 37.9A Tenant Rights in Certain Displacements Under Section 37.9(a)(13)

[Added by Ord. No. 193-86, effective July 1, 1986; amended by Ord. No. 320-94, effective October 15, 1994; Ord. No. 348-99, effective January 29, 2000; Ord. No. 5-00, effective February 13, 2000; Ord. No. 91-03, effective June 15, 2003; Ord. No. 21-05, effective February 20, 2005; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014]

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13), withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 et seq., if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9A(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section 37.9A(a)(1).

(b) Treatment of Replacement Units. If one or more units covered by subsection (a) is demolished, and one or more new units qualifying as rental units under this chapter but for the date on which they first receive a certificate of final completion and occupancy are constructed on the same property, and offered for rent or lease within five years of the date the last of the original units became vacant, the newly constructed units shall be offered at rents not greater than those reasonably calculated to produce a fair and reasonable return on the newly constructed units, notwithstanding Section 37.2(r)(5) or any other provision of this chapter. The provisions of this chapter shall thereafter apply. The Board shall adopt rules for determining the rents necessary to provide a fair and reasonable return.

(c) Rights to Re-Rent. Any owner who again offers for rent or lease any unit covered by subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner 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 owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of

withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the offer in writing within 30 days after the owner has notified the City of an intention to re-rent the unit. If the unit is offered for rent or lease more than two years after the date the unit was withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was displaced for failure to comply with this subsection (c)(2), for punitive damages in an amount which does not exceed the contract rent for six months.

(3) If any former tenant or lessee has requested an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided by the tenant and shall describe the terms of the offer. The displaced tenant or lessee 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.

(4) If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within thirty (30) days thereafter agree and notify the landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

(d) Re-Rental Within Two Years. If a unit covered by subsection (a) is offered for rent or lease within two years of the date of withdrawal:

(1) The owner shall be liable to any tenant or lessee who was displaced from the property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this paragraph shall be brought within three years of withdrawal of the unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(2) The City may institute a civil proceeding against the owner who has again offered the unit for rent or lease, for exemplary damages for displacement of tenants or lessees. Any action by the City pursuant to this paragraph shall be brought within three years of the withdrawal of the unit from rent or lease.

(e) Relocation Payments to Tenants.

(1) Before August 10, 2004, Low Income, Elderly or Disabled. Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units was filed with the Board before August 10, 2004, the relocation payments described in this Subsection 37.9A(e)(1) shall be limited to tenants who are members of lower income households, who are elderly, or who are disabled, as defined below.

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit based upon Section 37.9(a)(13), in addition to all rights under any other provision of law, shall be entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit.

(B) With respect to Subsection 37.9A(e)(1)(A) above, the Mayor's Office of Housing or its successor agency shall annually determine the income limits for lower income households, adjusted for household size.

(C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at the time such notice is served, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive \$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 tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(D) The payments due pursuant to this Subsection 37.9A(e)(1) for any unit which is occupied by more than one tenant shall be divided equally among all the occupying tenants, excluding those tenants who are separately entitled to payments under subsection 37.9A(e)(1)(C) above.

(2) On August 10, 2004 and through February 19, 2005. Where a landlord seeks eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units is filed with the Board on or after August 10, 2004 through February 19, 2005 or (ii) the notice of intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as follows:

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit.

(B) Subject to subsections 37.9A(e)(2)(C) and (D) below, tenants who are not members of

Notice of Filing of Notice of Intent with the San Francisco Rent Board

TO: **Miranda Sun**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

221 Missouri Street, San Francisco, CA 94115, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9A(f)(1) to the owner/landlord of the above premises, Karen Lum, ("Landlord") has delivered and filed a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board") on **March 30, 2015**. Accordingly, you are required to deliver possession of said subject premises to the Landlord, **on or before July 28, 2015**, which is 120 days after the date of filing.


The Notice of Intent stated your name and that you paid \$1,415.81 rent as an occupant of the subject property. Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this notice. You are hereby further notified that you have tenant's or lessee's rights to reoccupancy and to relocation assistance under Subsections 37.9A(c) and (e).

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), if you are a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board, then the date of withdrawal for the subject property shall be extended to one-year after the date of delivery of the notice to the Rent Board. To qualify for this one year extension, you must give written notice to Landlord of your entitlement to the one-year extension by **May 29, 2015**, which is 60 days from the date of Landlord's delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

Dated: April 8, 2015


Lien L. Uy,
Attorney for the owner/landlord,
Karen Lum

Uy Law Group
436 14th Street, Suite 1106
Oakland, CA 94612
Tel: 510-893-3294

Fax: 510-260-2652

**Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102**

PROOF OF SERVICE

I, Pamela Chung, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served: 1. Notice of Filing of Notice of Intent with the San Francisco Rent Board
2. San Francisco Rent Ordinance Section 37.9A Tenants Rights in Certain Displacements

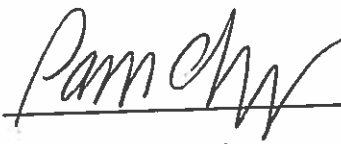
Person Served: Miranda Sun
221 Missouri Street
San Francisco, CA 94115

Date Mailed: April 8, 2015

I served the parties by certified mail addressed to the Person Served via the United States Postal Service. I mailed the Documents Served from Oakland, CA.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on April 8, 2015.



Pamela Chung

7012 2920 0002 2327 4861

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|--|---------|
| U.S. Postal Service TM | |
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| Sent To | Miranda Sun 418115 |
| Street, Apt. No., or PO Box No. | 221 Missouri St. |
| City, State, ZIP+4 | San Francisco, CA 94115 |

PS Form 3800, August 2006 See Reverse for Instructions

Proof of Service by Mail

Notice of Filing of Notice of Intent with the San Francisco Rent Board

TO: Emily Anicich, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

2015 APR 10 PM 1:47
STABILIZATION AND
ARBITRATION BOARD

223 Missouri Street, San Francisco, CA 94115, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9A(f)(1) to the owner/landlord of the above premises, Karen Lum, ("Landlord") has delivered and filed a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board") on **March 30, 2015**. Accordingly, you are required to deliver possession of said subject premises to the Landlord, **on or before July 28, 2015**, which is 120 days after the date of filing.

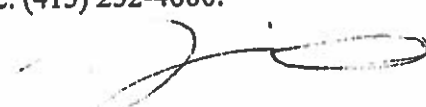
The Notice of Intent stated your name and that you paid \$1,140.72 rent as an occupant of the subject property. Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this notice. You are hereby further notified that you have tenant's or lessee's rights to reoccupancy and to relocation assistance under Subsections 37.9A(c) and (e).

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), if you are a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board, then the date of withdrawal for the subject property shall be extended to one-year after the date of delivery of the notice to the Rent Board. To qualify for this one year extension, you must give written notice to Landlord of your entitlement to the one-year extension by **May 29, 2015**, which is 60 days from the date of Landlord's delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

Dated: April 8, 2015



Lien L. Uy,
Attorney for the owner/landlord,
Karen Lum

Uy Law Group
436 14th Street, Suite 1106
Oakland, CA 94612
Tel: 510-893-3294

Fax: 510-260-2652

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

PROOF OF SERVICE

I, Pamela Chung, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served: 1. Notice of Filing of Notice of Intent with the San Francisco Rent Board
2. San Francisco Rent Ordinance Section 37.9A Tenants Rights in Certain Displacements

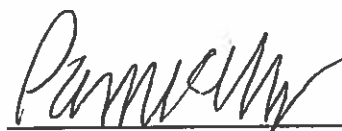
Person Served: Emily Anicich
223 Missouri Street
San Francisco, CA 94115

Date Mailed: April 8, 2015

I served the parties by certified mail addressed to the Person Served via the United States Postal Service. I mailed the Documents Served from Oakland, CA.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on April 8, 2015.



Pamela Chung

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|------------------------------------|-------------------------|
| Sent To | Emily Anicich 4/8/15 |
| Street, Apt. No., or PO Box No. | 223 Missouri St. |
| City, State, ZIP+4 | San Francisco, CA 94115 |

PS Form 3800, August 2006 See Reverse for Instructions

Proof of Service by Mail

Notice of Filing of Notice of Intent with the San Francisco Rent Board

TO: **Jessica Ainsworth**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

223A Missouri Street, San Francisco, CA 94115, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9A(f)(1) to the owner/landlord of the above premises, Karen Lum, ("Landlord") has delivered and filed a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board") on **March 30, 2015**. Accordingly, you are required to deliver possession of said subject premises to the Landlord, **on or before July 28, 2015**, which is 120 days after the date of filing.

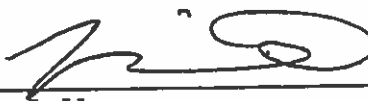
The Notice of Intent stated your name and that you paid \$711.13 rent as an occupant of the subject property. Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this notice. You are hereby further notified that you have tenant's or lessee's rights to reoccupancy and to relocation assistance under Subsections 37.9A(c) and (e).

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), if you are a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board, then the date of withdrawal for the subject property shall be extended to one-year after the date of delivery of the notice to the Rent Board. To qualify for this one year extension, you must give written notice to Landlord of your entitlement to the one-year extension by **May 29, 2015**, which is 60 days from the date of Landlord's delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

Dated: April 8, 2015


Lien L. Uy,
Attorney for the owner/landlord,
Karen Lum

Uy Law Group
436 14th Street, Suite 1106
Oakland, CA 94612
Tel: 510-893-3294

Fax: 510-260-2652

**Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102**

PROOF OF SERVICE

I, Pamela Chung, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served: 1. Notice of Filing of Notice of Intent with the San Francisco Rent Board
2. San Francisco Rent Ordinance Section 37.9A Tenants Rights in Certain Displacements

Person Served: Jessica Ainsworth
223A Missouri Street
San Francisco, CA 94115

Date Mailed: April 8, 2015

I served the parties by certified mail addressed to the Person Served via the United States Postal Service. I mailed the Documents Served from Oakland, CA.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on April 8, 2015.



Pamela Chung

7012 2920 0002 2327 4885

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| Return Receipt Fee (Endorsement Required) | 2.70 |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | \$ 6.69 |

Postmark
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| | |
|------------------------------------|-------------------------|
| Sent To | Jessica Ainsworth 94115 |
| Street, Apt. No., or PO Box No. | 223A Missouri St. |
| City, State, ZIP+4 | San Francisco, CA 94115 |

PS Form 3800, August 2006 See Reverse for Instructions

Proof of Service by Mail

120 DAY NOTICE OF TERMINATION OF TENANCY

2015 JAN -9 PM 3:39

TO: **Mark Slayton, Stella Klose**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

STATE OF CALIFORNIA
ARBITRATION BOARD

219 Missouri Street, San Francisco, CA 94115, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that your tenancy of the aforesaid premises is terminated as of 120 days after your landlord files a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board"). You are required to deliver possession of said subject premises to the owner/landlord of the above premises, Karen Lum, on or before the expiration of said 120-day period. You will receive written notice that the owner/landlord has filed the Notice of Intent with the Rent Board within fifteen (15) days of filing. You will also receive written notice that you have certain reoccupancy and relocation assistance rights, and that elderly or disabled tenants who have lived in the unit for at least one year have the right to extend the date of withdrawal from 120 days to one year.

Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

Possession of the aforesaid subject premises is sought pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9(a)(13). The owner of the subject premises seeks to withdraw from rent or lease all rental units under the Ellis Act, California Government Code Sections 7060 et seq.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this Notice of Termination.

Pursuant to San Francisco Rent Ordinance Sections 37.9A(e) and the increased relocation payment amounts in effect on March 01, 2014, each eligible tenant receiving a Notice of Termination of Tenancy ("Eviction Notice") shall receive \$5,265.10 with a maximum relocation amount per unit of \$15,795.27, plus an additional amount of \$3,510.06 due for each elderly (62 years or older) or disabled tenant, one-half of which must be paid at the time of service of the Notice of Termination and one-half of which shall be paid when the tenants vacate the unit.

A check in the amount of \$2,632.55 payable to Mark Slayton as relocation fees is enclosed with this notice.

A check in the amount of \$2,632.55 payable to Stella Klose as relocation fees is enclosed with this notice.


If you fail to vacate on or before the expiration of said 120-day period, the owner/landlord intends to take legal action against you which could result in a judgment against you which would include costs and necessary disbursements and attorney's fees as may be allowed by law.

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), you are hereby informed that you have 60 days from the date of the owner/landlord's delivery of the Notice of Intent to the Rent Board in which to provide your owner/landlord written notice of your entitlement to an one-year extension as a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

This notice is intended as a 120 day notice terminating the said tenancy. This notice supersedes all prior 120 Day Notice to Terminate Tenancy, if any.

Dated: January 06, 2015



Lien L. Uy,
Attorney for the owner/landlord,
Karen Lum

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

**CALIFORNIA IOLTA TRUST ACCOUNTS
UY LAW GROUP TRTEE**

438 14TH ST STE 1213
OAKLAND, CA 94612-2723

1067

11-35/1210 CA

DATE 01/06/2005

91310

PAY TO THE
ORDER OF

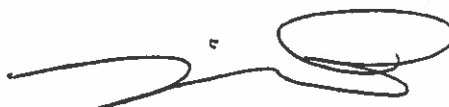
Stella Khore

\$ 2,632.55

Two Thousand Six Hundred Thirty Two and $\frac{55}{100}$ — DOLLARS

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Rent Board

CITY & COUNTY OF SAN FRANCISCO

Section 37.9A Tenant Rights in Certain Displacements Under Section 37.9(a)(13)

[Added by Ord. No. 193-86, effective July 1, 1986; amended by Ord. No. 320-94, effective October 15, 1994; Ord. No. 348-99, effective January 29, 2000; Ord. No. 5-00, effective February 13, 2000; Ord. No. 91-03, effective June 15, 2003; Ord. No. 21-05, effective February 20, 2005; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014]

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13), withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 et seq., if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9A(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section 37.9A(a)(1).

(b) Treatment of Replacement Units. If one or more units covered by subsection (a) is demolished, and one or more new units qualifying as rental units under this chapter but for the date on which they first receive a certificate of final completion and occupancy are constructed on the same property, and offered for rent or lease within five years of the date the last of the original units became vacant, the newly constructed units shall be offered at rents not greater than those reasonably calculated to produce a fair and reasonable return on the newly constructed units, notwithstanding Section 37.2(r)(5) or any other provision of this chapter. The provisions of this chapter shall thereafter apply. The Board shall adopt rules for determining the rents necessary to provide a fair and reasonable return.

(c) Rights to Re-Rent. Any owner who again offers for rent or lease any unit covered by subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner 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 owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of

withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the offer in writing within 30 days after the owner has notified the City of an intention to re-rent the unit. If the unit is offered for rent or lease more than two years after the date the unit was withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was displaced for failure to comply with this subsection (c)(2), for punitive damages in an amount which does not exceed the contract rent for six months.

(3) If any former tenant or lessee has requested an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided by the tenant and shall describe the terms of the offer. The displaced tenant or lessee 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.

(4) If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within thirty (30) days thereafter agree and notify the landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

(d) Re-Rental Within Two Years. If a unit covered by subsection (a) is offered for rent or lease within two years of the date of withdrawal:

(1) The owner shall be liable to any tenant or lessee who was displaced from the property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this paragraph shall be brought within three years of withdrawal of the unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(2) The City may institute a civil proceeding against the owner who has again offered the unit for rent or lease, for exemplary damages for displacement of tenants or lessees. Any action by the City pursuant to this paragraph shall be brought within three years of the withdrawal of the unit from rent or lease.

(e) Relocation Payments to Tenants.

(1) Before August 10, 2004. Low Income, Elderly or Disabled. Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units was filed with the Board before August 10, 2004, the relocation payments described in this Subsection 37.9A(e)(1) shall be limited to tenants who are members of lower income households, who are elderly, or who are disabled, as defined below.

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit based upon Section 37.9(a)(13), in addition to all rights under any other provision of law, shall be entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit.

(B) With respect to Subsection 37.9A(e)(1)(A) above, the Mayor's Office of Housing or its successor agency shall annually determine the income limits for lower income households, adjusted for household size.

(C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at the time such notice is served, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive \$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 tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(D) The payments due pursuant to this Subsection 37.9A(e)(1) for any unit which is occupied by more than one tenant shall be divided equally among all the occupying tenants, excluding those tenants who are separately entitled to payments under subsection 37.9A(e)(1)(C) above.

(2) On August 10, 2004 and through February 19, 2005. Where a landlord seeks eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units is filed with the Board on or after August 10, 2004 through February 19, 2005 or (ii) the notice of intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as follows:

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit.

(B) Subject to subsections 37.9A(e)(2)(C) and (D) below, tenants who are not members of

lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall each be entitled to receive \$4,500.00, which shall be paid when the tenant vacates the unit;

(C) In the event there are more than three tenants in a unit, the total relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants in the unit;

(D) Notwithstanding Subsections 37.9A(e)(2)(A) and (B), any tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, 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 tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(3) On or After February 20, 2005. Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows:

(A) Subject to subsections 37.9A(e)(3)(B) (C) and (D) below, each tenant shall be entitled to receive \$4,500.00, one-half of which shall be paid at the time of the service of the notice of termination of tenancy, and one-half of which shall be paid when the tenant vacates the unit;

(B) In the event there are more than three tenants in a unit, the total relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants in the unit; and

(C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, 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 tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(D) Commencing March 1, 2005, the relocation payments specified in Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually 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.

[1](E) Notwithstanding Subsections 37.9A(e)(3)(A) – (D), as of June 1, 2014, the effective date of the ordinance creating this subsection (E) (Ordinance No.54-14), each tenant shall be entitled to the greater of:

(i) the payment specified in Subsections 37.9A(e)(3)(A) – (D); or

(ii) an amount equal to the difference between the unit's rental rate at the time the landlord files the notice of intent to withdraw rental units with the Board, and the market rental rate for a comparable unit in San Francisco as determined by the Controller's Office, multiplied to cover a two-year period, and divided equally by the number of tenants in the unit (the "Rental Payment Differential"). The landlord shall pay one-half of the Rental Payment Differential at the time of the service of the notice of termination of tenancy, and the remaining one-half when the tenant vacates the unit. The Controller shall establish a San Francisco Rental Payment Differential Schedule within 5 days of the effective date of the ordinance creating this subsection (E) (Ordinance No. 54-14), and thereafter by March 1 of each calendar year. The Controller shall provide such Schedule to the Rent Board, which shall make the Schedule publicly available on the Rent Board's website and at the Rent Board office. In addition to receiving the Rental Payment Differential, any tenant who qualifies for payment under Subsections 37.9A(e)(3)(C) as adjusted by (D) shall also receive that payment. In determining annual changes in the rental market, the Controller shall rely on market data that reasonably reflects a representative sample of rental apartments in San Francisco.

(F) Any tenant who has received a notice of termination of tenancy, but who has not yet vacated the unit by June 1, 2014, the operative date of the ordinance creating subsection (E) and this subsection (F) (Ordinance No. 54-14), shall be entitled to the Rental Payment Differential, reduced by any payment the tenant has received under Subsections 37.9A(e)(3)(C) as adjusted by (D), upon vacating the unit.

(G) (i) If payment of the Rental Payment Differential under Subsection 37.9A(e)(3)(E)(ii) would constitute an undue financial hardship for a landlord in light of all of the resources available to the landlord, the landlord may file a written request, on a form provided by the Rent Board, for a hearing for a hardship adjustment ("Hardship Adjustment Request") with the Rent Board, with supporting evidence. The Board, or its designated Administrative Law Judges, may order a reduction, payment plan, or any other relief they determine is justified following a hearing on the request.

(ii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall consider all relevant factors, including the number of units in the building and any evidence submitted regarding the landlord's age, length of ownership of the building, ownership of any other buildings, income, expenses, other assets, debt, health, and health care costs, except as provided in Subsection (iii).

(iii) At a hearing for hardship adjustment under Subsection (i), the Board, or its

designated Administrative Law Judges, shall not consider any of the following assets of assets owned by the landlord:

- a. Assets held in retirement accounts; and
- b. Non-liquid personal property.

(H) Without limiting or otherwise affecting the landlord's right to obtain a hardship adjustment under Subsection 37.9A(e)(3)(G), the landlord may file a written request, on a form provided by the Rent Board, for a hearing with the Rent Board claiming that the San Francisco Rental Payment Differential Schedule established in Subsection 37.9A(e)(3)(E)(ii) does not reasonably reflect the market rental rate for a comparable unit in San Francisco and would result in an overpayment by the landlord ("Rent Differential Recalculation Request"). The landlord shall include evidence in support of the request. If the Board, or its designated Administrative Law Judges, grant(s) the request in whole or part, they shall order an appropriate adjustment of the payment due from the landlord.

(I) For purposes of considering Hardship Adjustment and Rent Differential Recalculation Requests under Subsections 37.9(e)(3)(G) and (H), the Board shall follow a process consistent with the existing Board hearing process under Section 37.8. If a landlord submits both types of hearing requests, the Board may consolidate its hearing of the two requests.

(4) Any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or tenants concerned of the right to receive payment under this subsection 37.9A(e)(1) or (2) or (3).

(f) Notice to Rent Board: Recordation of Notice: Effective Date of Withdrawal.

(1) Any owner who intends to withdraw from rent or lease any rental unit shall notify the Rent Board in writing of said intention. Said notice shall contain statements, under penalty of perjury, providing information on the number of residential units, the address or location of those units, the name or names of the tenants or lessees of the units, and the rent applicable to each residential rental unit. Said notice shall be signed by all owners of record of the property under penalty of perjury and shall include a certification that actions have been initiated as required by law to terminate existing tenancies through service of a notice of termination of tenancy. The notice must be served by certified mail or any other manner authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the rental units. Information respecting the name or names of the tenants, the rent applicable to any unit, or the total number of units, is confidential and shall be treated as confidential information by the City for purposes of the Information Practices Act of 1977, as contained in Chapter I (commencing with Section 1798) of Title 1.8 of part 4 of Division 3 of the Civil Code. The City shall, to the extent required by the preceding sentence, be considered an "agency," as defined by subdivision (b) of Section 1798.3 of the Civil Code.

(2) Prior to the effective date of withdrawal of rental units under this Section, the owner shall cause to be recorded with the County Recorder a memorandum of the notice required by subsection (f)(1) summarizing its provisions, other than the confidential provisions, in substantially the following form:

Memorandum of Notice
Regarding Withdrawal of Rental Unit From Rent or Lease

This memorandum evidences that the undersigned, as the owner of the property described in Exhibit A attached, has filed a notice, whose contents are certified under penalty of perjury, stating the intent to withdraw from rent or lease all units at said property, pursuant to San Francisco Administrative Code Section 37.9A and the Ellis Act (California Government Code Section 7060 et seq.).

(Signature)

(3) For a notice of intent to withdraw rental units filed with the Rent Board on or before December 31, 1999, the date on which the units are withdrawn from rent or lease for purposes of this chapter and the Ellis Act is 60 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board.

(4) For a notice of intent to withdraw rental units filed with the Rent Board on or after January 1, 2000, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 120 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board. Except that, if the tenant or lessee is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in his or her unit for at least one year prior to the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, then the date of withdrawal of the unit of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the Rent Board, provided that the tenant or lessee gives written notice of his or her entitlement to an extension of the date of withdrawal to the owner within 60 days of the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw. In that situation, the following provisions shall apply:

(A) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Rent Board of the notice of intent to withdraw, subject to any adjustments otherwise available under Administrative Code Chapter 37.

(B) No party shall be relieved of the duty to perform any obligation under the lease or rental

agreement.

(C) The owner may elect to extend the date of withdrawal on any other units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, subject to Subsections (f)(4)(A) and (B).

(D) Within 30 days of the notification by the tenant or lessee to the owner of his or her entitlement to an extension of the date of withdrawal, the owner shall give written notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their unit for one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(E) Within 90 days of the date of delivery to the Rent Board of the notice of intent to withdraw, the owner shall give written notice to the Rent Board and the affected tenant or lessee of the following:

- (i) Whether or not the owner disputes the tenant's claim of extension;
- (ii) The new date of withdrawal under Section 37.9A(f)(4)(C), if the owner does not dispute the tenant's claim of extension; and
- (iii) Whether or not the owner elects to extend the date of withdrawal to other units on the property.

(5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

- (A) That the Rent Board has been notified pursuant to Subsection (f)(1),
- (B) That the notice to the Rent Board specified the name and the amount of rent paid by the tenant or lessee as an occupant of the rental unit;
- (C) The amount of rent the owner specified in the notice to the Rent Board,
- (D) The tenant's or lessee's rights to reoccupancy and to relocation assistance under Subsections 37.9A(c) and (e); and,
- (E) The rights of qualified elderly or disabled tenants as described under Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(6) Within 30 days after the effective date of withdrawal of rental units under this Section 37.9A, the Rent Board shall record a notice of constraints with the County Recorder which describes the property and the dates of applicable restrictions on the property under this Section.

(g) Successor Owners. The provisions of this Section 37.9A shall apply to the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the California Government Code (Sections 7060 et seq.).

(h) Reports Required.

(1) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Board under Subsection(f)(1), and thereafter not later than December 31st of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the owner of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to Section 37.9(a)(13) shall notify the Board, in writing, under penalty of perjury, for each such unit:

- (A) Whether the unit has been demolished;
- (B) If the unit has not been demolished, whether it is in use;
- (C) If it is in use, whether it is in residential use;
- (D) If it is in residential use, the date the tenancy began, the name of the tenant(s), and the amount of rent charged.

If the unit has been demolished, and one or more new units constructed on the lot, the owner shall furnish the information required by items (B), (C) and (D) for each new unit. The Board shall maintain a record of the notices received under Subsection (f) and all notices received under this Section for each unit subject to this reporting requirement.

(2) The Board shall notify each person who is reported as having become a tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that it maintains the records described in Subsection (h)(1), and that the rent of the unit may be restricted pursuant to Subsection (a).

(3) The Board shall maintain a register of all rental units withdrawn from rent or lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The Board shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the owner notifies the Board that the unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(4) The Board may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the owner has complied with the provisions of this Section.

(i) This Section 37.9A is enacted principally to exercise specific authority provided for by Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by Stats. 1985, Ch. 1509, Section 1 (the

Ellis Act, California Government Code Sections 7060 et seq.). In the case of an amendment to Chapter 12.75 or any other provision of State law which amendment is inconsistent with this Section, this Section shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.

[1] NOTE: On October 21, 2014, the United States District Court found Subsections 37.9A(e)(3)(E)-(I) unconstitutional in Levin v. CCSE, District Court Case No. 03352, and enjoined the City from enforcing those Subsections. The City is appealing that ruling to the Ninth Circuit Court of Appeals.

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I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Date Mailed: January 7, 2015

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on January 7, 2015.

Pamela

Pamela Chung

120 DAY NOTICE OF TERMINATION OF TENANCY

TO: **Mark Slayton, Stella Klose**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

2015 JAN -9 PM 3:39

RECEIVED
ST. FRANCISCO RENT BOARD
ARBITRATION BOARD

219 Missouri Street, San Francisco, CA 94115, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that your tenancy of the aforesaid premises is terminated as of 120 days after your landlord files a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board"). You are required to deliver possession of said subject premises to the owner/landlord of the above premises, Karen Lum, on or before the expiration of said 120-day period. You will receive written notice that the owner/landlord has filed the Notice of Intent with the Rent Board within fifteen (15) days of filing. You will also receive written notice that you have certain reoccupancy and relocation assistance rights, and that elderly or disabled tenants who have lived in the unit for at least one year have the right to extend the date of withdrawal from 120 days to one year.

Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

Possession of the aforesaid subject premises is sought pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9(a)(13). The owner of the subject premises seeks to withdraw from rent or lease all rental units under the Ellis Act, California Government Code Sections 7060 et seq.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this Notice of Termination.

Pursuant to San Francisco Rent Ordinance Sections 37.9A(e) and the increased relocation payment amounts in effect on March 01, 2014, each eligible tenant receiving a Notice of Termination of Tenancy ("Eviction Notice") shall receive \$5,265.10 with a maximum relocation amount per unit of \$15,795.27, plus an additional amount of \$3,510.06 due for each elderly (62 years or older) or disabled tenant, one-half of which must be paid at the time of service of the Notice of Termination and one-half of which shall be paid when the tenants vacate the unit.

A check in the amount of \$2,632.55 payable to Mark Slayton as relocation fees is enclosed with this notice.

A check in the amount of \$2,632.55 payable to Stella Klose as relocation fees is enclosed with this notice.


If you fail to vacate on or before the expiration of said 120-day period, the owner/landlord intends to take legal action against you which could result in a judgment against you which would include costs and necessary disbursements and attorney's fees as may be allowed by law.

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), you are hereby informed that you have 60 days from the date of the owner/landlord's delivery of the Notice of Intent to the Rent Board in which to provide your owner/landlord written notice of your entitlement to an one-year extension as a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

This notice is intended as a 120 day notice terminating the said tenancy. This notice supersedes all prior 120 Day Notice to Terminate Tenancy, if any.

Dated: January 06, 2015



Lien L. Uy,
Attorney for the owner/landlord,
Karen Lum

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

CALIFORNIA IOLTA TRUST ACCOUNTS
UY LAW GROUP TRTEE
438 14TH ST STE 1213
OAKLAND, CA 94612-2723

1068

11-35/1210 CA

91310

DATE 01/06/2015

PAY TO THE
ORDER OF Mark slayton

\$ 2,632.55

Two Thousand Six Hundred Thirty Two and 55/100 DOLLARS

Bank of America

ACH R/T 121000358



 869711

Details on Back.
Security Features Included

Rent Board

CITY & COUNTY OF SAN FRANCISCO

Section 37.9A Tenant Rights in Certain Displacements Under Section 37.9(a)(13)

[Added by Ord. No. 193-86, effective July 1, 1986; amended by Ord. No. 320-94, effective October 15, 1994; Ord. No. 348-99, effective January 29, 2000; Ord. No. 5-00, effective February 13, 2000; Ord. No. 91-03, effective June 15, 2003; Ord. No. 21-05, effective February 20, 2005; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014]

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13), withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 et seq., if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9A(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section 37.9A(a)(1).

(b) Treatment of Replacement Units. If one or more units covered by subsection (a) is demolished, and one or more new units qualifying as rental units under this chapter but for the date on which they first receive a certificate of final completion and occupancy are constructed on the same property, and offered for rent or lease within five years of the date the last of the original units became vacant, the newly constructed units shall be offered at rents not greater than those reasonably calculated to produce a fair and reasonable return on the newly constructed units, notwithstanding Section 37.2(r)(5) or any other provision of this chapter. The provisions of this chapter shall thereafter apply. The Board shall adopt rules for determining the rents necessary to provide a fair and reasonable return.

(c) Rights to Re-Rent. Any owner who again offers for rent or lease any unit covered by subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner 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 owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of

withdrawal, the owner shall notify Rent Board in writing of the intention to re-rent the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the offer in writing within 30 days after the owner has notified the City of an intention to re-rent the unit. If the unit is offered for rent or lease more than two years after the date the unit was withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was displaced for failure to comply with this subsection (c)(2), for punitive damages in an amount which does not exceed the contract rent for six months.

(3) If any former tenant or lessee has requested an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided by the tenant and shall describe the terms of the offer. The displaced tenant or lessee 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.

(4) If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within thirty (30) days thereafter agree and notify the landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

(d) Re-Rental Within Two Years. If a unit covered by subsection (a) is offered for rent or lease within two years of the date of withdrawal:

(1) The owner shall be liable to any tenant or lessee who was displaced from the property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this paragraph shall be brought within three years of withdrawal of the unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(2) The City may institute a civil proceeding against the owner who has again offered the unit for rent or lease, for exemplary damages for displacement of tenants or lessees. Any action by the City pursuant to this paragraph shall be brought within three years of the withdrawal of the unit from rent or lease.

(e) Relocation Payments to Tenants.

(1) Before August 10, 2004. Low Income, Elderly or Disabled. Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units was filed with the Board before August 10, 2004, the relocation payments described in this Subsection 37.9A(e)(1) shall be limited to tenants who are members of lower income households, who are elderly, or who are disabled, as defined below.

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit based upon Section 37.9(a)(13), in addition to all rights under any other provision of law, shall be entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit.

(B) With respect to Subsection 37.9A(e)(1)(A) above, the Mayor's Office of Housing or its successor agency shall annually determine the income limits for lower income households, adjusted for household size.

(C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at the time such notice is served, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive \$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 tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(D) The payments due pursuant to this Subsection 37.9A(e)(1) for any unit which is occupied by more than one tenant shall be divided equally among all the occupying tenants, excluding those tenants who are separately entitled to payments under subsection 37.9A(e)(1)(C) above.

(2) On August 10, 2004 and through February 19, 2005. Where a landlord seeks eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units is filed with the Board on or after August 10, 2004 through February 19, 2005 or (ii) the notice of intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as follows:

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit.

(B) Subject to subsections 37.9A(e)(2)(C) and (D) below, tenants who are not members of

lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall each be entitled to receive \$4,500.00, which shall be paid when the tenant vacates the unit;

(C) In the event there are more than three tenants in a unit, the total relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants in the unit;

(D) Notwithstanding Subsections 37.9A(e)(2)(A) and (B), any tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, 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 tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(3) On or After February 20, 2005. Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows:

(A) Subject to subsections 37.9A(e)(3)(B) (C) and (D) below, each tenant shall be entitled to receive \$4,500.00, one-half of which shall be paid at the time of the service of the notice of termination of tenancy, and one-half of which shall be paid when the tenant vacates the unit;

(B) In the event there are more than three tenants in a unit, the total relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants in the unit; and

(C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, 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 tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(D) Commencing March 1, 2005, the relocation payments specified in Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually 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.

[1](E) Notwithstanding Subsections 37.9A(e)(3)(A) – (D), as of June 1, 2014, the effective date of the ordinance creating this subsection (E) (Ordinance No.54-14), each tenant shall be entitled to the greater of:

(i) the payment specified in Subsections 37.9A(e)(3)(A) – (D); or

(ii) an amount equal to the difference between the unit's rental rate at the time the landlord files the notice of intent to withdraw rental units with the Board, and the market rental rate for a comparable unit in San Francisco as determined by the Controller's Office, multiplied to cover a two-year period, and divided equally by the number of tenants in the unit (the "Rental Payment Differential"). The landlord shall pay one-half of the Rental Payment Differential at the time of the service of the notice of termination of tenancy, and the remaining one-half when the tenant vacates the unit. The Controller shall establish a San Francisco Rental Payment Differential Schedule within 5 days of the effective date of the ordinance creating this subsection (E) (Ordinance No. 54-14), and thereafter by March 1 of each calendar year. The Controller shall provide such Schedule to the Rent Board, which shall make the Schedule publicly available on the Rent Board's website and at the Rent Board office. In addition to receiving the Rental Payment Differential, any tenant who qualifies for payment under Subsections 37.9A(e)(3)(C) as adjusted by (D) shall also receive that payment. In determining annual changes in the rental market, the Controller shall rely on market data that reasonably reflects a representative sample of rental apartments in San Francisco.

(F) Any tenant who has received a notice of termination of tenancy, but who has not yet vacated the unit by June 1, 2014, the operative date of the ordinance creating subsection (E) and this subsection (F) (Ordinance No. 54-14), shall be entitled to the Rental Payment Differential, reduced by any payment the tenant has received under Subsections 37.9A(e)(3)(C) as adjusted by (D), upon vacating the unit.

(G) (i) If payment of the Rental Payment Differential under Subsection 37.9A(e)(3)(E)(ii) would constitute an undue financial hardship for a landlord in light of all of the resources available to the landlord, the landlord may file a written request, on a form provided by the Rent Board, for a hearing for a hardship adjustment ("Hardship Adjustment Request") with the Rent Board, with supporting evidence. The Board, or its designated Administrative Law Judges, may order a reduction, payment plan, or any other relief they determine is justified following a hearing on the request.

(ii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall consider all relevant factors, including the number of units in the building and any evidence submitted regarding the landlord's age, length of ownership of the building, ownership of any other buildings, income, expenses, other assets, debt, health, and health care costs, except as provided in Subsection (iii).

(iii) At a hearing for hardship adjustment under Subsection (i), the Board, or its

designated Administrative Law Judges, shall not consider any of the following of assets owned by the landlord:

- a. Assets held in retirement accounts; and
- b. Non-liquid personal property.

(H) Without limiting or otherwise affecting the landlord's right to obtain a hardship adjustment under Subsection 37.9A(e)(3)(G), the landlord may file a written request, on a form provided by the Rent Board, for a hearing with the Rent Board claiming that the San Francisco Rental Payment Differential Schedule established in Subsection 37.9A(e)(3)(E)(ii) does not reasonably reflect the market rental rate for a comparable unit in San Francisco and would result in an overpayment by the landlord ("Rent Differential Recalculation Request"). The landlord shall include evidence in support of the request. If the Board, or its designated Administrative Law Judges, grant(s) the request in whole or part, they shall order an appropriate adjustment of the payment due from the landlord.

(I) For purposes of considering Hardship Adjustment and Rent Differential Recalculation Requests under Subsections 37.9(e)(3)(G) and (H), the Board shall follow a process consistent with the existing Board hearing process under Section 37.8. If a landlord submits both types of hearing requests, the Board may consolidate its hearing of the two requests.

(4) Any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or tenants concerned of the right to receive payment under this subsection 37.9A(e)(1) or (2) or (3).

(f) Notice to Rent Board: Recordation of Notice: Effective Date of Withdrawal.

(1) Any owner who intends to withdraw from rent or lease any rental unit shall notify the Rent Board in writing of said intention. Said notice shall contain statements, under penalty of perjury, providing information on the number of residential units, the address or location of those units, the name or names of the tenants or lessees of the units, and the rent applicable to each residential rental unit. Said notice shall be signed by all owners of record of the property under penalty of perjury and shall include a certification that actions have been initiated as required by law to terminate existing tenancies through service of a notice of termination of tenancy. The notice must be served by certified mail or any other manner authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the rental units. Information respecting the name or names of the tenants, the rent applicable to any unit, or the total number of units, is confidential and shall be treated as confidential information by the City for purposes of the Information Practices Act of 1977, as contained in Chapter I (commencing with Section 1798) of Title 1.8 of part 4 of Division 3 of the Civil Code. The City shall, to the extent required by the preceding sentence, be considered an "agency," as defined by subdivision (b) of Section 1798.3 of the Civil Code.

(2) Prior to the effective date of withdrawal of rental units under this Section, the owner shall cause to be recorded with the County Recorder a memorandum of the notice required by subsection (f)(1) summarizing its provisions, other than the confidential provisions, in substantially the following form:

Memorandum of Notice
Regarding Withdrawal of Rental Unit From Rent or Lease

This memorandum evidences that the undersigned, as the owner of the property described in Exhibit A attached, has filed a notice, whose contents are certified under penalty of perjury, stating the intent to withdraw from rent or lease all units at said property, pursuant to San Francisco Administrative Code Section 37.9A and the Ellis Act (California Government Code Section 7060 et seq.).

(Signature)

(3) For a notice of intent to withdraw rental units filed with the Rent Board on or before December 31, 1999, the date on which the units are withdrawn from rent or lease for purposes of this chapter and the Ellis Act is 60 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board.

(4) For a notice of intent to withdraw rental units filed with the Rent Board on or after January 1, 2000, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 120 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board. Except that, if the tenant or lessee is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in his or her unit for at least one year prior to the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, then the date of withdrawal of the unit of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the Rent Board, provided that the tenant or lessee gives written notice of his or her entitlement to an extension of the date of withdrawal to the owner within 60 days of the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw. In that situation, the following provisions shall apply:

(A) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Rent Board of the notice of intent to withdraw, subject to any adjustments otherwise available under Administrative Code Chapter 37.

(B) No party shall be relieved of the duty to perform any obligation under the lease or rental

agreement.

(C) The owner may elect to extend the date of withdrawal on any other units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, subject to Subsections (f)(4)(A) and (B).

(D) Within 30 days of the notification by the tenant or lessee to the owner of his or her entitlement to an extension of the date of withdrawal, the owner shall give written notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their unit for one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(E) Within 90 days of the date of delivery to the Rent Board of the notice of intent to withdraw, the owner shall give written notice to the Rent Board and the affected tenant or lessee of the following:

- (i) Whether or not the owner disputes the tenant's claim of extension;
- (ii) The new date of withdrawal under Section 37.9A(f)(4)(C), if the owner does not dispute the tenant's claim of extension; and
- (iii) Whether or not the owner elects to extend the date of withdrawal to other units on the property.

(5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

- (A) That the Rent Board has been notified pursuant to Subsection (f)(1),
- (B) That the notice to the Rent Board specified the name and the amount of rent paid by the tenant or lessee as an occupant of the rental unit;
- (C) The amount of rent the owner specified in the notice to the Rent Board,
- (D) The tenant's or lessee's rights to reoccupancy and to relocation assistance under Subsections 37.9A(c) and (e); and,
- (E) The rights of qualified elderly or disabled tenants as described under Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(6) Within 30 days after the effective date of withdrawal of rental units under this Section 37.9A, the Rent Board shall record a notice of constraints with the County Recorder which describes the property and the dates of applicable restrictions on the property under this Section.

(g) Successor Owners. The provisions of this Section 37.9A shall apply to the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the California Government Code (Sections 7060 et seq.).

(h) Reports Required.

(1) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Board under Subsection(f)(1), and thereafter not later than December 31st of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the owner of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to Section 37.9(a)(13) shall notify the Board, in writing, under penalty of perjury, for each such unit:

- (A) Whether the unit has been demolished;
- (B) If the unit has not been demolished, whether it is in use;
- (C) If it is in use, whether it is in residential use;
- (D) If it is in residential use, the date the tenancy began, the name of the tenant(s), and the amount of rent charged.

If the unit has been demolished, and one or more new units constructed on the lot, the owner shall furnish the information required by items (B), (C) and (D) for each new unit. The Board shall maintain a record of the notices received under Subsection (f) and all notices received under this Section for each unit subject to this reporting requirement.

(2) The Board shall notify each person who is reported as having become a tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that it maintains the records described in Subsection (h)(1), and that the rent of the unit may be restricted pursuant to Subsection (a).

(3) The Board shall maintain a register of all rental units withdrawn from rent or lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The Board shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the owner notifies the Board that the unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(4) The Board may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the owner has complied with the provisions of this Section.

(i) This Section 37.9A is enacted principally to exercise specific authority provided for by Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by Stats. 1985, Ch. 1509, Section 1 (the

Ellis Act, California Government Code Sections 7060 et seq.). In the case of an amendment to Chapter 12.75 or any other provision of State law which amendment is inconsistent with this Section, this Section shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.


[1] NOTE: On October 21, 2014, the United States District Court found Subsections 37.9A(e)(3)(E)-(I) unconstitutional in Levin v. CCSF, District Court Case No. 03352, and enjoined the City from enforcing those Subsections. The City is appealing that ruling to the Ninth Circuit Court of Appeals.

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I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Date Mailed: January 7, 2015

I declare under penalty under the laws of the State of California that the foregoing is true and correct.


Pamela Chung

UY LAW
GROUP

Lien L. Uy
Robert Uy

436 14th Street, Suite 1106
Oakland, CA 94612
(510) 893-3294 (phone)
(510) 260-2652 (fax)

Via First Class Mail

December 3, 2014

San Francisco Rent Board
25 Van Ness Avenue, Suite 320
San Francisco, CA 94102

RE: 219-223 Missouri Street, San Francisco, CA 94107

Dear San Francisco Rent Board:

Please find enclosed a copy of the 120 Day Notice of Termination of Tenancy that we have sent to the tenants at 219-223 Missouri Street, San Francisco, CA 94107, as well as a copy of the first page of the notice. Upon receipt of these documents, please stamp the first page and return it to our office using the prepaid, self-addressed envelope that we have enclosed.

Thank you,



Alison Ma

219-223 Missouri Street
San Francisco, CA 94107
12/3/14

120 DAY NOTICE OF TERMINATION OF TENANCY

TO: **Mark Slayton, Jessica Slayton**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

219 Missouri Street, San Francisco, CA 94107, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that your tenancy of the aforesaid premises is terminated as of 120 days after your landlord files a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board"). You are required to deliver possession of said subject premises to the owner/landlord of the above premises, Karen Lum, on or before the expiration of said 120-day period. You will receive written notice that the owner/landlord has filed the Notice of Intent with the Rent Board within fifteen (15) days of filing. You will also receive written notice that you have certain reoccupancy and relocation assistance rights, and that elderly or disabled tenants who have lived in the unit for at least one year have the right to extend the date of withdrawal from 120 days to one year.

Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

Possession of the aforesaid subject premises is sought pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9(a)(13). The owner of the subject premises seeks to withdraw from rent or lease all rental units under the Ellis Act, California Government Code Sections 7060 et seq.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this Notice of Termination.

Pursuant to San Francisco Rent Ordinance Sections 37.9A(e) and the increased relocation payment amounts in effect on March 01, 2014, each eligible tenant receiving a Notice of Termination of Tenancy ("Eviction Notice") shall receive \$5,265.10 with a maximum relocation amount per unit of \$15,795.27, plus an additional amount of \$3,510.06 due for each elderly (62 years or older) or disabled tenant, one-half of which must be paid at the time of service of the Notice of Termination and one-half of which shall be paid when the tenants vacate the unit.

A check in the amount of \$2,632.55 payable to Mark Slayton as relocation fees is enclosed with this notice.

A check in the amount of \$2,632.55 payable to Jessica Slayton as relocation fees is enclosed with this notice.

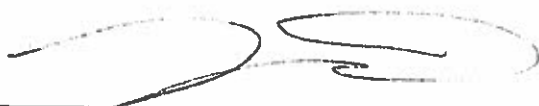
If you fail to vacate on or before the expiration of said 120-day period, the owner/landlord intends to take legal action against you which could result in a judgment against you which would include costs and necessary disbursements and attorney's fees as may be allowed by law.

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), you are hereby informed that you have 60 days from the date of the owner/landlord's delivery of the Notice of Intent to the Rent Board in which to provide your owner/landlord written notice of your entitlement to an one-year extension as a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

This notice is intended as a 120 day notice terminating the said tenancy. This notice supersedes all prior 120 Day Notice to Terminate Tenancy, if any.

Dated: December 03, 2014



Lien L. Uy,
Attorney for the owner/landlord,
Karen Lum

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

LAW OFFICE OF LIEN L. UY
ATTORNEY/CLIENT TRUST ACCOUNT
1305 FRANKLIN ST. STE. 412
OAKLAND, CA 94612

1086

11-35/1210
1864

DATE 12/31/2014

PAY
TO THE
ORDER OF

Mark Skayton

Two Thousand Six Hundred Thirty Two and 55/100 \$ 2,632.55

Security
Features
Check for
Details on
Back

DOLLARS

Bank of America

Attn: Trust Accounting
555 Capitol Mall Ste 1555
Sacramento, CA
95833-4571

FOR 219 Missions



⑈001086⑈ ⑆121000358⑆ 16646⑈63087⑈

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PROOF OF SERVICE

I, Alison Ma, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served: 1. 120 Day Notice of Termination of Tenancy
2. Sec. 37.9A Tenants Rights In Certain Displacements Under Section 37.9(a)(13)
4. Check #1086 for \$2,632.55
5. Proof of Service

Persons Served: Mark Slayton
219 Missouri Street
San Francisco, CA 94107

Date Mailed: December 03, 2014

I served the parties by certified mail addressed to the persons served via the United States Postal Service.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on December 03, 2014.



Alison Ma

120 DAY NOTICE OF TERMINATION OF TENANCY

TO: **Mark Slayton, Jessica Slayton**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

219 Missouri Street, San Francisco, CA 94107, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that your tenancy of the aforesaid premises is terminated as of 120 days after your landlord files a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board"). You are required to deliver possession of said subject premises to the owner/landlord of the above premises, Karen Lum, on or before the expiration of said 120-day period. You will receive written notice that the owner/landlord has filed the Notice of Intent with the Rent Board within fifteen (15) days of filing. You will also receive written notice that you have certain reoccupancy and relocation assistance rights, and that elderly or disabled tenants who have lived in the unit for at least one year have the right to extend the date of withdrawal from 120 days to one year.

Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

Possession of the aforesaid subject premises is sought pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9(a)(13). The owner of the subject premises seeks to withdraw from rent or lease all rental units under the Ellis Act, California Government Code Sections 7060 et seq.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this Notice of Termination.

Pursuant to San Francisco Rent Ordinance Sections 37.9A(e) and the increased relocation payment amounts in effect on March 01, 2014, each eligible tenant receiving a Notice of Termination of Tenancy ("Eviction Notice") shall receive \$5,265.10 with a maximum relocation amount per unit of \$15,795.27, plus an additional amount of \$3,510.06 due for each elderly (62 years or older) or disabled tenant, one-half of which must be paid at the time of service of the Notice of Termination and one-half of which shall be paid when the tenants vacate the unit.

A check in the amount of \$2,632.55 payable to Mark Slayton as relocation fees is enclosed with this notice.

A check in the amount of \$2,632.55 payable to Jessica Slayton as relocation fees is enclosed with this notice.

If you fail to vacate on or before the expiration of said 120-day period, the owner/landlord intends to take legal action against you which could result in a judgment against you which would include costs and necessary disbursements and attorney's fees as may be allowed by law.

Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), you are hereby informed that you have 60 days from the date of the owner/landlord's delivery of the Notice of Intent to the Rent Board in which to provide your owner/landlord written notice of your entitlement to an one-year extension as a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

This notice is intended as a 120 day notice terminating the said tenancy. This notice supersedes all prior 120 Day Notice to Terminate Tenancy, if any.

Dated: December 03, 2014



Lien L. Uy,
Attorney for the owner/landlord,
Karen Lum

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

LAW OFFICE OF LIEN L. LY
ATTORNEY/CLIENT TRUST ACCOUNT
1305 FRANKLIN ST. STE. 412
OAKLAND, CA 94612

DATE 12/31/2014

11 35/1210
1664

1087

PAY TO THE ORDER OF Jessica Stanton

\$ 2,632.55

Two thousand six hundred thirty two and 55/100 — DOLLARS



Attn: Trust Acctg
665 Capital Mall Ste 1655
Sacramento CA
95811-1782

FOR 20 Missouri

⑆001087⑆ ⑆121000358⑆ 16646⑆63087⑆

1 **PROOF OF SERVICE**

2 I, Alison Ma, declare:

3 I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite
4 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s)
5 on the date set forth below as follows:

6
7 Documents Served: 1. 120 Day Notice of Termination of Tenancy
8 2. Sec. 37.9A Tenants Rights In Certain Displacements Under Section
9 37.9(a)(13)
4. Check #1087 for \$2,632.55
5. Proof of Service

10
11 Persons Served: Jessica Slayton
12 219 Missouri Street
San Francisco, CA 94107

13 Date Mailed: December 03, 2014

14
15 I served the parties by certified mail addressed to the persons served via the United States Postal
16 Service.

17
18 I declare under penalty under the laws of the State of California that the foregoing is true and
19 correct.

20
21 Executed at Oakland, California on December 03, 2014.

22 
23 _____
24 Alison Ma

120 DAY NOTICE OF TERMINATION OF TENANCY

TO: **Miranda Sun**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

221 Missouri Street, San Francisco, CA 94107, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that your tenancy of the aforesaid premises is terminated as of 120 days after your landlord files a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board"). You are required to deliver possession of said subject premises to the owner/landlord of the above premises, Karen Lum, on or before the expiration of said 120-day period. You will receive written notice that the owner/landlord has filed the Notice of Intent with the Rent Board within fifteen (15) days of filing. You will also receive written notice that you have certain reoccupancy and relocation assistance rights, and that elderly or disabled tenants who have lived in the unit for at least one year have the right to extend the date of withdrawal from 120 days to one year.

Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

Possession of the aforesaid subject premises is sought pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9(a)(13). The owner of the subject premises seeks to withdraw from rent or lease all rental units under the Ellis Act, California Government Code Sections 7060 et seq.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this Notice of Termination.

Pursuant to San Francisco Rent Ordinance Sections 37.9A(e) and the increased relocation payment amounts in effect on March 01, 2014, each eligible tenant receiving a Notice of Termination of Tenancy ("Eviction Notice") shall receive \$5,265.10 with a maximum relocation amount per unit of \$15,795.27, plus an additional amount of \$3,510.06 due for each elderly (62 years or older) or disabled tenant, one-half of which must be paid at the time of service of the Notice of Termination and one-half of which shall be paid when the tenants vacate the unit.

A check in the amount of \$2,632.55 payable to Miranda Sun as relocation fees is enclosed with this notice.

If you fail to vacate on or before the expiration of said 120-day period, the owner/landlord intends to take legal action against you which could result in a judgment against you which would include costs and necessary disbursements and attorney's fees as may be allowed by law.


Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), you are hereby informed that you have 60 days from the date of the owner/landlord's delivery of the Notice of

Intent to the Rent Board in which to provide your owner/landlord written notice of your entitlement to an one-year extension as a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

This notice is intended as a 120 day notice terminating the said tenancy. This notice supersedes all prior 120 Day Notice to Terminate Tenancy, if any.

Dated: December 03, 2014



Lien L. Uy,
Attorney for the owner/landlord,
Karen Lum

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

LAW OFFICE OF LIEN L. UY
ATTORNEY/CLIENT TRUST ACCOUNT
1305 FRANKLIN ST. STE. 412
OAKLAND, CA 94612

DATE 12/3/2014

11:35:1210
1684

1084

PAY TO THE ORDER OF Miranda SUN

\$ 2,632.55

Two thousand six hundred thirty two and 55/100 DOLLARS

Bank of America

Attorney Trust Acct
555 Capitol Mall Ste 1565
Sacramento CA
800.457.1792

FOR 221 Missoula

⑆001084⑆ ⑆121000358⑆ 16646⑆63087⑆



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PROOF OF SERVICE

I, Alison Ma, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served: 1. 120 Day Notice of Termination of Tenancy
2. Sec. 37.9A Tenants Rights In Certain Displacements Under Section 37.9(a)(13)
4. Check #1084 for \$2,632.55
5. Proof of Service

Persons Served: Miranda Sun
221 Missouri Street
San Francisco, CA 94107

Date Mailed: December 03, 2014

I served the parties by certified mail addressed to the persons served via the United States Postal Service.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on December 03, 2014.



Alison Ma

120 DAY NOTICE OF TERMINATION OF TENANCY

TO: **Emily Anicich**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

223 Missouri Street, San Francisco, CA 94107, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that your tenancy of the aforesaid premises is terminated as of 120 days after your landlord files a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board"). You are required to deliver possession of said subject premises to the owner/landlord of the above premises, Karen Lum, on or before the expiration of said 120-day period. You will receive written notice that the owner/landlord has filed the Notice of Intent with the Rent Board within fifteen (15) days of filing. You will also receive written notice that you have certain reoccupancy and relocation assistance rights, and that elderly or disabled tenants who have lived in the unit for at least one year have the right to extend the date of withdrawal from 120 days to one year.

Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

Possession of the aforesaid subject premises is sought pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9(a)(13). The owner of the subject premises seeks to withdraw from rent or lease all rental units under the Ellis Act, California Government Code Sections 7060 et seq.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this Notice of Termination.

Pursuant to San Francisco Rent Ordinance Sections 37.9A(e) and the increased relocation payment amounts in effect on March 01, 2014, each eligible tenant receiving a Notice of Termination of Tenancy ("Eviction Notice") shall receive \$5,265.10 with a maximum relocation amount per unit of \$15,795.27, plus an additional amount of \$3,510.06 due for each elderly (62 years or older) or disabled tenant, one-half of which must be paid at the time of service of the Notice of Termination and one-half of which shall be paid when the tenants vacate the unit.

A check in the amount of \$2,632.55 payable to Emily Anicich as relocation fees is enclosed with this notice.

If you fail to vacate on or before the expiration of said 120-day period, the owner/landlord intends to take legal action against you which could result in a judgment against you which would include costs and necessary disbursements and attorney's fees as may be allowed by law.


Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), you are hereby informed that you have 60 days from the date of the owner/landlord's delivery of the Notice of

Intent to the Rent Board in which to provide your owner/landlord written notice of your entitlement to an one-year extension as a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

This notice is intended as a 120 day notice terminating the said tenancy. This notice supersedes all prior 120 Day Notice to Terminate Tenancy, if any.

Dated: December 03, 2014


Lien L. Uy,
Attorney for the owner/landlord,
Karen Lum

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

LAW OFFICE OF LIEN L. UY
ATTORNEY/CLIENT TRUST ACCOUNT

1306 FRANKLIN ST. STE. 412
OAKLAND, CA 94612

1083

DATE 12/31/2014

11/35/1210
1564

PAY TO THE ORDER OF Emily Anichin

Two Thousand six Hundred Thirty Two and 55/100

\$ 2,632.55

DOLLARS



Bank of America

Attorney Trust Acct
655 Capitol Mall Ste 1565
Sacramento CA
800 457 1782

FOR 223 Missoula

⑈001083⑈ ⑆121000358⑆ 16646⑈63087⑈

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PROOF OF SERVICE

I, Alison Ma, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served: 1. 120 Day Notice of Termination of Tenancy
2. Sec. 37.9A Tenants Rights In Certain Displacements Under Section 37.9(a)(13)
4. Check #1083 for \$2,632.55
5. Proof of Service

Persons Served: Emily Anicich
P.O. Box 411373
San Francisco, CA 94141

Date Mailed: December 03, 2014

I served the parties by certified mail addressed to the persons served via the United States Postal Service.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on December 03, 2014.



Alison Ma

120 DAY NOTICE OF TERMINATION OF TENANCY

TO: **Jessica Ainsworth**, and any other occupant(s) claiming the right to possess the premises to which this notice relates:

223A Missouri Street, San Francisco, CA 94107, San Francisco County (the "subject property" or the "subject premises").

NOTICE IS HEREBY GIVEN that your tenancy of the aforesaid premises is terminated as of 120 days after your landlord files a Notice of Intent to Withdraw Residential Units from the Rental Market ("Notice of Intent") with the San Francisco Rent Board ("Rent Board"). You are required to deliver possession of said subject premises to the owner/landlord of the above premises, Karen Lum, on or before the expiration of said 120-day period. You will receive written notice that the owner/landlord has filed the Notice of Intent with the Rent Board within fifteen (15) days of filing. You will also receive written notice that you have certain reoccupancy and relocation assistance rights, and that elderly or disabled tenants who have lived in the unit for at least one year have the right to extend the date of withdrawal from 120 days to one year.

Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

Possession of the aforesaid subject premises is sought pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance section 37.9(a)(13). The owner of the subject premises seeks to withdraw from rent or lease all rental units under the Ellis Act, California Government Code Sections 7060 et seq.

You are hereby advised of the contents of Section 37.9A Tenant Rights In Certain Displacements, by a copy of the same, which is attached and incorporated into this Notice of Termination.

Pursuant to San Francisco Rent Ordinance Sections 37.9A(e) and the increased relocation payment amounts in effect on March 01, 2014, each eligible tenant receiving a Notice of Termination of Tenancy ("Eviction Notice") shall receive \$5,265.10 with a maximum relocation amount per unit of \$15,795.27, plus an additional amount of \$3,510.06 due for each elderly (62 years or older) or disabled tenant, one-half of which must be paid at the time of service of the Notice of Termination and one-half of which shall be paid when the tenants vacate the unit.

A check in the amount of \$2,632.55 payable to Jessica Ainsworth as relocation fees is enclosed with this notice.

If you fail to vacate on or before the expiration of said 120-day period, the owner/landlord intends to take legal action against you which could result in a judgment against you which would include costs and necessary disbursements and attorney's fees as may be allowed by law.


Pursuant to San Francisco Administrative Code Section 37.9A(f)(4), you are hereby informed that you have 60 days from the date of the owner/landlord's delivery of the Notice of

Intent to the Rent Board in which to provide your owner/landlord written notice of your entitlement to an one-year extension as a tenant or lessee who is at least 62 years of age or disabled as defined in Government Code 12955.3, and has lived in the subject property for at least one year prior to the date of delivery of the Notice of Intent to the Rent Board.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Telephone: (415) 252-4600.

This notice is intended as a 120 day notice terminating the said tenancy. This notice supersedes all prior 120 Day Notice to Terminate Tenancy, if any.

Dated: December 03, 2014


Lien L. Uy,
Attorney for the owner/landlord,
Karen Lum

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102

1085

**LAW OFFICE OF LIEN L. UY
ATTORNEY/CLIENT TRUST ACCOUNT**

1305 FRANKLIN ST. STE. 412
OAKLAND, CA 94612

DATE 12/31/2014 11-35/1210
1664

PAY
TO THE
ORDER OF

Jessica Answorth

\$ 2,632.55

Two Thousand Six Hundred Thirty Two and 55/100 DOLLARS



Bank of America
Attorney Trust Account

655 Capitol Mall Ste 1655
Sacramento CA
800.457.1782

[Signature]

FOR

223A Mossuli

⑈001085⑈ ⑆121000358⑆ 16646⑈63087⑈

MP

PROOF OF SERVICE

I, Alison Ma, declare:

I am over the age of 18 and not a party to the within action; my address is 436 14th Street, Suite 1106, Oakland, CA 94612. I served the within the legal document(s) on the following person(s) on the date set forth below as follows:

Documents Served 1. 120 Day Notice of Termination of Tenancy
 2. Sec. 37.9A Tenants Rights In Certain Displacements Under Section 37.9(a)(13)
 4. Check #1085 for \$2,632.55
 5. Proof of Service

Persons Served: Jessica Ainsworth
 223A Missouri Street
 San Francisco, CA 94107

Date Mailed: December 03, 2014

I served the parties by certified mail addressed to the persons served via the United States Postal Service.

I declare under penalty under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on December 03, 2014.



Alison Ma

Rent Board**Section 37.9A Tenant Rights in Certain Displacements Under Section 37.9(a)(13)**

[Added by Ord. No. 193-86, effective July 1, 1986; amended by Ord. No. 320-94, effective October 15, 1994; Ord. No. 348-99, effective January 29, 2000; Ord. No. 5-00, effective February 13, 2000; Ord. No. 91-03, effective June 15, 2003; Ord. No. 21-05, effective February 20, 2005; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014; revised by Johnson v. CCSF (2006) 137 Cal.App. 4th 7; amended by Ord. No. 54-14, effective June 1, 2014]

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13), withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 et seq., if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9A(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section 37.9A(a)(1).

(b) Treatment of Replacement Units. If one or more units covered by subsection (a) is demolished, and one or more new units qualifying as rental units under this chapter but for the date on which they first receive a certificate of final completion and occupancy are constructed on the same property, and offered for rent or lease within five years of the date the last of the original units became vacant, the newly constructed units shall be offered at rents not greater than those reasonably calculated to produce a fair and reasonable return on the newly constructed units, notwithstanding Section 37.2(r)(5) or any other provision of this chapter. The provisions of this chapter shall thereafter apply. The Board shall adopt rules for determining the rents necessary to provide a fair and reasonable return.

(c) Rights to Re-Rent. Any owner who again offers for rent or lease any unit covered by subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner 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 owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of

lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall each be entitled to receive \$4,500.00, which shall be paid when the tenant vacates the unit;

(C) In the event there are more than three tenants in a unit, the total relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants in the unit;

(D) Notwithstanding Subsections 37.9A(e)(2)(A) and (B), any tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, 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 tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(3) On or After February 20, 2005. Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows:

(A) Subject to subsections 37.9A(e)(3)(B) (C) and (D) below, each tenant shall be entitled to receive \$4,500.00, one-half of which shall be paid at the time of the service of the notice of termination of tenancy, and one-half of which shall be paid when the tenant vacates the unit;

(B) In the event there are more than three tenants in a unit, the total relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants in the unit; and

(C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, 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 tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(D) Commencing March 1, 2005, the relocation payments specified in Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually 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.

[1](E) Notwithstanding Subsections 37.9A(e)(3)(A) – (D), as of June 1, 2014, the effective date of the ordinance creating this subsection (E) (Ordinance No. 54-14), each tenant shall be entitled to the greater of:

(i) the payment specified in Subsections 37.9A(e)(3)(A) – (D); or

(ii) an amount equal to the difference between the unit's rental rate at the time the landlord files the notice of intent to withdraw rental units with the Board, and the market rental rate for a comparable unit in San Francisco as determined by the Controller's Office, multiplied to cover a two-year period, and divided equally by the number of tenants in the unit (the "Rental Payment Differential"). The landlord shall pay one-half of the Rental Payment Differential at the time of the service of the notice of termination of tenancy, and the remaining one-half when the tenant vacates the unit. The Controller shall establish a San Francisco Rental Payment Differential Schedule within 5 days of the effective date of the ordinance creating this subsection (E) (Ordinance No. 54-14), and thereafter by March 1 of each calendar year. The Controller shall provide such Schedule to the Rent Board, which shall make the Schedule publicly available on the Rent Board's website and at the Rent Board office. In addition to receiving the Rental Payment Differential, any tenant who qualifies for payment under Subsections 37.9A(e)(3)(C) as adjusted by (D) shall also receive that payment. In determining annual changes in the rental market, the Controller shall rely on market data that reasonably reflects a representative sample of rental apartments in San Francisco.

(F) Any tenant who has received a notice of termination of tenancy, but who has not yet vacated the unit by June 1, 2014, the operative date of the ordinance creating subsection (E) and this subsection (F) (Ordinance No. 54-14), shall be entitled to the Rental Payment Differential, reduced by any payment the tenant has received under Subsections 37.9A(e)(3)(C) as adjusted by (D), upon vacating the unit.

(G) (i) If payment of the Rental Payment Differential under Subsection 37.9A(e)(3)(E)(ii) would constitute an undue financial hardship for a landlord in light of all of the resources available to the landlord, the landlord may file a written request, on a form provided by the Rent Board, for a hearing for a hardship adjustment ("Hardship Adjustment Request") with the Rent Board, with supporting evidence. The Board, or its designated Administrative Law Judges, may order a reduction, payment plan, or any other relief they determine is justified following a hearing on the request.

(ii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall consider all relevant factors, including the number of units in the building and any evidence submitted regarding the landlord's age, length of ownership of the building, ownership of any other buildings, income, expenses, other assets, debt, health, and health care costs, except as provided in Subsection (iii).

(iii) At a hearing for hardship adjustment under Subsection (i), the Board, or its

agreement.

(C) The owner may elect to extend the date of withdrawal on any other units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, subject to Subsections (f)(4)(A) and (B).

(D) Within 30 days of the notification by the tenant or lessee to the owner of his or her entitlement to an extension of the date of withdrawal, the owner shall give written notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their unit for one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(E) Within 90 days of the date of delivery to the Rent Board of the notice of intent to withdraw, the owner shall give written notice to the Rent Board and the affected tenant or lessee of the following:

- (i) Whether or not the owner disputes the tenant's claim of extension;
- (ii) The new date of withdrawal under Section 37.9A(f)(4)(C), if the owner does not dispute the tenant's claim of extension; and
- (iii) Whether or not the owner elects to extend the date of withdrawal to other units on the property.

(5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

- (A) That the Rent Board has been notified pursuant to Subsection (f)(1),
- (B) That the notice to the Rent Board specified the name and the amount of rent paid by the tenant or lessee as an occupant of the rental unit;
- (C) The amount of rent the owner specified in the notice to the Rent Board,
- (D) The tenant's or lessee's rights to reoccupancy and to relocation assistance under Subsections 37.9A(c) and (e); and,
- (E) The rights of qualified elderly or disabled tenants as described under Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(6) Within 30 days after the effective date of withdrawal of rental units under this Section 37.9A, the Rent Board shall record a notice of constraints with the County Recorder which describes the property and the dates of applicable restrictions on the property under this Section.

(g) Successor Owners. The provisions of this Section 37.9A shall apply to the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the California Government Code (Sections 7060 et seq.).

(h) Reports Required.

(1) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Board under Subsection(f)(1), and thereafter not later than December 31st of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the owner of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to Section 37.9(a)(13) shall notify the Board, in writing, under penalty of perjury, for each such unit:

- (A) Whether the unit has been demolished;
- (B) If the unit has not been demolished, whether it is in use;
- (C) If it is in use, whether it is in residential use;
- (D) If it is in residential use, the date the tenancy began, the name of the tenant(s), and the amount of rent charged.

If the unit has been demolished, and one or more new units constructed on the lot, the owner shall furnish the information required by items (B), (C) and (D) for each new unit. The Board shall maintain a record of the notices received under Subsection (f) and all notices received under this Section for each unit subject to this reporting requirement.

(2) The Board shall notify each person who is reported as having become a tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that it maintains the records described in Subsection (h)(1), and that the rent of the unit may be restricted pursuant to Subsection (a).

(3) The Board shall maintain a register of all rental units withdrawn from rent or lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The Board shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the owner notifies the Board that the unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(4) The Board may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the owner has complied with the provisions of this Section.

(i) This Section 37.9A is enacted principally to exercise specific authority provided for by Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by Stats. 1985, Ch. 1509, Section 1 (the

UY LAW GROUP

436 14th Street, Suite 1106

Oakland, CA 94612

Phone: (510) 893-3294 Fax: (510) 260-2652

Via First Class Mail

March 27, 2015

San Francisco Rent Board
25 Van Ness Avenue, Suite 320
San Francisco, CA 94102

RE: 219-223 Missouri Street, San Francisco, CA 94115
Notice of Intent to Withdraw

Dear San Francisco Rent Board:

Please find enclosed a copy of the following document:

- Notice of Intent to Withdraw Residential Units from the Rental Market

I have also included a copy of the cover page of the Notice of Intent to Withdraw. Please stamp and return the copy to our office using the self-addressed, stamped envelope that I have enclosed.

Thank you,


Pamela Chung

Encls: noted

2015 MAR 30 PM 3:12



Notice of Intent to Withdraw Residential Units from the Rental Market

[RENT ORDINANCE SECTION 37.9A]

NOTE: Owners seeking to withdraw from the rental market their units which are subject to the San Francisco Rent Ordinance must submit this completed form to the Rent Board's office. Submittal may be by personal delivery, registered mail, or certified mail. Please refer to the specific procedures pursuant to Section 37.9A of the San Francisco Rent Ordinance.

I. OWNER INFORMATION (All owners of the property must be listed. If additional space is needed, attach a separate sheet using the same format.)

Name: Karen Lum
 Address: 3201 Balboa Street, San Francisco, CA 94121
 Phone Number: 415-812-0918 (home) 415-566-0868 (work)

II. PROPERTY INFORMATION

Address: 219-223A Missouri Street San Francisco, CA 94115
(street number and name) (zip)

Number of Units: 5

Legal Description: Attach a legal description of the property and mark it as Attachment A.*

** This Notice of Intent to Withdraw Residential Units will not be processed by the Rent Board without a legal description, which is required by the San Francisco Recorder's Office.*

III. UNIT INFORMATION (All units, including owner-occupied, commercial and vacant units, and all occupants of the property must be listed. If additional space is needed, attach a separate sheet using the same format.)

| UNIT # | DATE TENANCY COMMENCED | NAME OF EACH CURRENT OCCUPANT | CURRENT RENT |
|--------|---------------------------|----------------------------------|---------------|
| 219 | 08/1996 | [REDACTED] | \$ [REDACTED] |
| 221 | 05/2011 | [REDACTED] | \$ [REDACTED] |
| 223 | 2008 | [REDACTED] | \$ [REDACTED] |
| 223A | 11/1992 | [REDACTED] | \$ [REDACTED] |
| | | | |
| | | | |

**Notice of Intent to Withdraw
Residential Units from the Rental Market *(continued)***

[RENT ORDINANCE SECTION 37.9A]

IV. OWNER'S DECLARATION

Do you certify that actions have been initiated as required by law to terminate all existing tenancies on the property by service of a written notice of termination of tenancy? ☒ Yes ☐ No

I declare under penalty of perjury, under the laws of the State of California, that the information provided on this Notice of Intent to Withdraw Form, including any attachments, is true and correct to the best of my knowledge and belief.

Executed on MARCH 25, 2015 in SAN FRANCISCO, California.
(date) (city)

KAREN Lum
(print name)

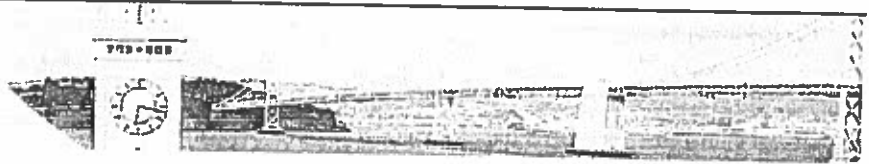

(signature)

ALL OWNERS MUST SIGN. Attach an additional declaration and signature for each owner of record. Attorneys and/or non-attorney representatives may not sign the owner's declaration on behalf of an owner.

California Public Records > CA San Francisco > California Property Tax Search

City & County of San Francisco
Treasurer & Tax Collector

Office of the Treasurer & Tax Collector



Secured Property Tax Information & Payment – Search Results

Your search produced the following results:

| Select | Block # | Lot # | Account # | Tax Bill # | Property Location |
|--------|---------|-------|-----------|------------|-------------------|
| | 4002 | 022 | 400200220 | 137909 | 219 MISSOURI ST |

[New Search](#)

[Frequently Asked Questions](#)

Online Payment Support

For support on making payments via the web please e-mail support@link2gov.com

Office of the Treasurer & Tax Collector City Hall, Room 140, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 [Contact Us](#)
[Visit San Francisco's 311 online](#)

First Last City California

Record Type: • Public Background Checks Marriage Divorce Criminal Birth Death Vital

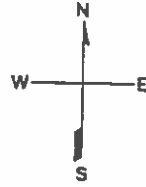
Search

People Smart

4002

NEW POTRERO BLK. 269

REVISED '82



MARIPOSA

MISSOURI

TEXAS

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| 25 | 25 | 25 | 20 | | 25 | 25 |
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| 25 | 25 | 25 | 18 | | 25 | 25 |
| 25 | 25 | 25 | 17A | | 25 | 25 |
| 25 | 25 | 25 | 17 | | 25 | 25 |
| 25 | 25 | 25 | 16C | | 25 | 25 |
| 25 | 25 | 25 | 16B | | 25 | 25 |
| 25 | 25 | 25 | 16A | | 25 | 25 |
| 25 | 25 | 25 | 16 | 13B | 13A | 12 |
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| 25 | 25 | 25 | 100 | 25 | 25 | 50 |
| 25 | 25 | 25 | | | | 1300 |

18TH



DISCRETIONARY REVIEW PUBLIC (DRP) APPLICATION

Discretionary Review Requestor's Information

Name: Timothy and Katy Clem

Address: 212 Texas Street San Francisco CA 94107

Email Address: timothy.clem@gmail.com; katyclem@gmail.com

Telephone: (303) 949-0902; (303) 808-9590

Information on the Owner of the Property Being Developed

Name: Karen Lum

Company/Organization: Focus Realty

Address: 3201 Balboa Street, San Francisco, CA 94121

Email Address: focus_realty@yahoo.com

Telephone: 415.566.0868

Property Information and Related Applications

Project Address: 219-221-223-223A Missouri Street, San Francisco, CA 94107

Block/Lot(s): 4002/ 022

Building Permit Application No(s): 2018-07305884

ACTIONS PRIOR TO A DISCRETIONARY REVIEW REQUEST

| PRIOR ACTION | YES | NO |
|---|-------------------------------------|-------------------------------------|
| Have you discussed this project with the permit applicant? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Did you discuss the project with the Planning Department permit review planner? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Did you participate in outside mediation on this case? (including Community Boards) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

We attended the original Project pre-application meeting in April 2018. We feel as if this Project has been rushed through the process without any outreach by by sponsor. The neighbors submitted a number of concerns and issues at the pre-application meeting but did not receive any reasonable responses to those concerns. The sponsors used the Ellis Act to evict the tenants and now plan to "remodel" so that at least two of the rent-controlled units will be converted to market rate. After evicting the long-term tenants, the sponsors moved other tenants into the property and have continuously rented out the apartments for at least the past 2 years since the evictions in direct violation of the Ellis Act and the City's priority policies.

DISCRETIONARY REVIEW REQUEST

In the space below and on separate paper, if necessary, please present facts sufficient to answer each question.

1. What are the reasons for requesting Discretionary Review? The project meets the standards of the Planning Code and the Residential Design Guidelines. What are the exceptional and extraordinary circumstances that justify Discretionary Review of the project? How does the project conflict with the City's General Plan or the Planning Code's Priority Policies or Residential Design Guidelines? Please be specific and site specific sections of the Residential Design Guidelines.

The site has four (4) small rent-controlled units. The project does not meet the minimum standards of the Planning Code, as it is a non-conforming four unit building in this RH-2 zoned area. The Dept has been unable to supply any evidence that the Project was ever reviewed by the RDT; there are no comments or memos indicating it was ever reviewed by the RDT. It violates the Residential Design Guidelines. The Project is a complete demolition; the plans indicate a new floor and foundations will be constructed UNDER the side walls (claimed to be 100% retained), and then three new floors will be built on top of the existing building. (see attachment)

2. The Residential Design Guidelines assume some impacts to be reasonable and expected as part of construction. Please explain how this project would cause unreasonable impacts. If you believe your property, the property of others or the neighborhood would be unreasonably affected, please state who would be affected, and how.

Violates numerous provisions of the Residential Design Guidelines including the following: "Design the height and depth of the building to be compatible with the existing building scale at the mid-block open space." (pages 23-26) "Design the height and depth of the building to be compatible with the existing building scale at the street." (page 24). "Any addition to a new building should be articulated to minimize impacts on light and privacy to adjacent properties." (pages 16-17). The Project is completely unreasonable on this block at this location. It will block virtually all the direct light and air to the building to the north at 215 Missouri St (see attachment), and it will block direct sun to the mature fruit trees and garden of its rear neighbors at 212 Texas St. The three rear neighbors (210, 212, and 214 Texas St) also have significant concerns over privacy stemming from the multi-level balconies and glass facades facing directly into the rear of their homes.

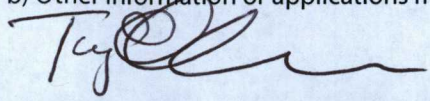
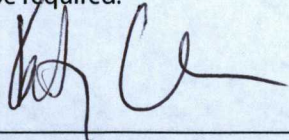
3. What alternatives or changes to the proposed project, beyond the changes (if any) already made would respond to the exceptional and extraordinary circumstances and reduce the adverse effects noted above in question #1?

A reasonable project will not include the addition of three new floors. Any third and fourth floor addition will have negative impacts because of the size and location of the subject lot. Adding three floors and an additional 3600 square feet of living space to this small building at the mid-block is unreasonable. Destroying affordable housing and driving out rent controlled tenants in order to expand and luxuriate the building for profit violates every single City Policy in the middle of the housing crisis. The units should all be retained as affordable and rent-controlled apartments and not "remodeled" into market rate housing.

DISCRETIONARY REVIEW REQUESTOR'S AFFIDAVIT

Under penalty of perjury the following declarations are made:

- a) The information presented is true and correct to the best of my knowledge.
- b) Other information or applications may be required.

Signature

Timothy and Katy Clem

Name (Printed)

Adjacent Rear Yard Neighbors

(303) 949-0902; (303)
808-9590

timothy.clem@gmail.com; katyclem@gmail.com

Relationship to Project
(i.e. Owner, Architect, etc.)

Phone

Email

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AUG 21 2019

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
PIC

For Department Use Only

Application received by Planning Department:

By: 

Date: 

ATTACHMENT TO APPLICATION REQUESTING DISCRETIONARY REVIEW

PROPERTY ADDRESS: 219-221-223-223A Missouri Street
ASSESSOR'S PARCEL NO: Block 4002, Lot 022
ZONING DISTRICT RH-2— Residential House District: Two-Family.
APPLICATION NO. 2018-07375884

ACTIONS PRIOR TO DISCRETIONARY REVIEW REQUEST

This project was first proposed at the pre-application meeting in April 2018. All the neighbors objected the proposal because it is mid-block, extends deep into the rear yard and shared open green space, and the addition of a new basement/garage level and a second, third & fourth floor at a depth into the rear yard greater than both adjacent buildings will negatively impact both adjacent buildings and all surrounding neighbors. The proposal is completely out of place, and it will permanently shadow adjacent homes. One of our main concerns as rear yard neighbors is the new, multiple elevated decks looking directly into our rear yard. A wall of windows with decks will allow direct views into our home and garden and invade our privacy. These development lots are relatively shallow at 100' feet.

The developer Ms. Lum is a neglectful landlord to her tenants. At the pre-application meeting the developers were asked to erect story poles and to explain how the project is not a demolition and how they plan to get rid of rent-controlled housing. They refused to erect the story poles and did not provide the neighbors with any other information on the project---in all, we received one email with a link to an online PDF from them before the 311 Notification of the Project arrived a few weeks ago. There has been no discussion of possible modifications.

B. DISCRETIONARY REVIEW REQUEST**1. Reasons for Requesting Discretionary Review**

The Commission is urged to take Discretionary Review because this is an exceptional and extraordinary circumstance and site.

- a. The Project is too large for the neighborhood and will be the largest building on the block if constructed as proposed;
- b. The site is non-conforming as it has four units in an RH-2 zoned area;
- c. The Project destroys Rent Controlled Housing in violation of City Policies;
- d. The owner used the Ellis Act to force out long term tenants and has rented out the units ever since ---they have been continuously occupied;
- e. The Proposed Design violates the Residential Design Guidelines by blocking light to and overwhelming the neighboring homes and invading the privacy of all surrounding neighbors;
- f. The Developer's Application boldly states that the purpose of The Project is to eliminate two "affordable" rent-controlled units and replace them with market rate housing---City policies forbid this result.

There is a further exceptional and extraordinary circumstance in that the design, materials and massing of the proposed new structure are completely out of character with the architecture of historic Potrero Hill neighborhood, and clearly inconsistent with the city's Residential Design Guidelines. The use of sheet metal coping and a new, modern garage door on the existing 1907 building and in this neighborhood is completely inappropriate. The elevated roof and rear deck areas are also unprecedented in this neighborhood.

2. Adverse Effects on the Neighborhood

Violates the Residential Design Guidelines for Light and Privacy to Adjacent Buildings

The Residential Design Guidelines at page 16 state:

Rear Yard

GUIDELINE: "Articulate the building to minimize impacts on light and privacy to adjacent properties. Rear yards are the open areas of land between the back of the building and the rear property line. When expanding a building into the rear yard, the impact of that expansion on light and privacy for abutting structures must be considered. This can be challenging given San Francisco's dense pattern of development, however, modifications to the building's design can help reduce these impacts and make a building compatible with the surrounding context."

The proposed structure is already the deepest of any neighboring building into the rear yard. The negative impacts from this fact have been ameliorated for many years because the current structure is one story tall. The request to recreate this building as a four-story structure is not only unprecedented on this block, it immediately creates negative impacts on all buildings around it because it will now be the deepest AND the tallest building on the block. It is designed without any side setbacks such as those provided by both adjacent buildings.

Planning Code Section 101 states that one of the purposes of the Planning Code is to provide adequate light, air, privacy and convenience of access to property in San Francisco. This Project deprives the surrounding buildings of light and privacy.

Light

GUIDELINE: "In areas with a dense building pattern, some reduction of light to neighboring buildings can be expected with a building expansion. However, there may be situations where a proposed project will have a greater impact on neighboring buildings. In these situations, design modifications can minimize impacts on light; other modifications may also be appropriate depending on the circumstances of a particular project."

The proposed project offers no side setbacks to match those on the adjacent buildings. There is no front setback even though the new façade is 40' feet in a neighborhood of three- and two-story buildings.

Privacy

GUIDELINE: “As with light, some loss of privacy to existing neighboring buildings can be expected with a building expansion. However, there may be special situations where a proposed project will have an unusual impact on privacy to neighboring interior living spaces. In these situations, design modifications can minimize impacts on privacy; other modifications may also be appropriate depending on the circumstances of a particular project. Some of these measures might conflict with the “light” measures, so it will be necessary to prioritize relevant issues.” (RDG page 17)

Pages 23 & 24 of the RDG’s show how this building should be articulated to make it compatible with the MUCH smaller neighboring building to the north.

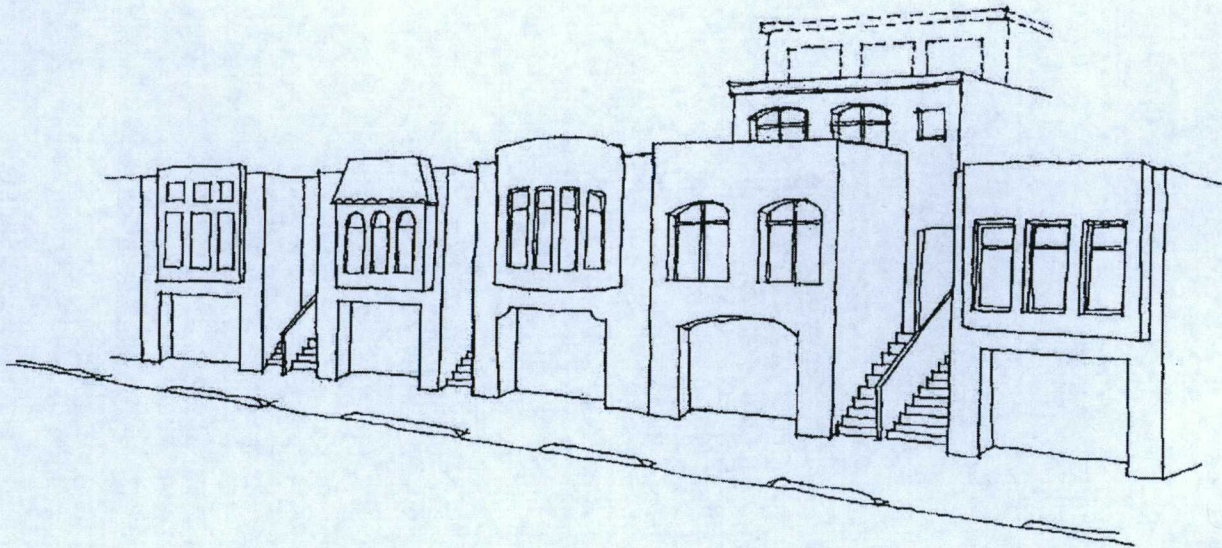
A building that is larger than its neighbors can still be in scale and be compatible with the smaller buildings in the area. It can often be made to look smaller by facade articulations and through setbacks to upper floors. In other cases, it may be necessary to reduce the height or depth of the building.

This proposed building is completely out of scale with surrounding buildings because it is not articulated to make it more compatible with the scale of the two-story home to the north.

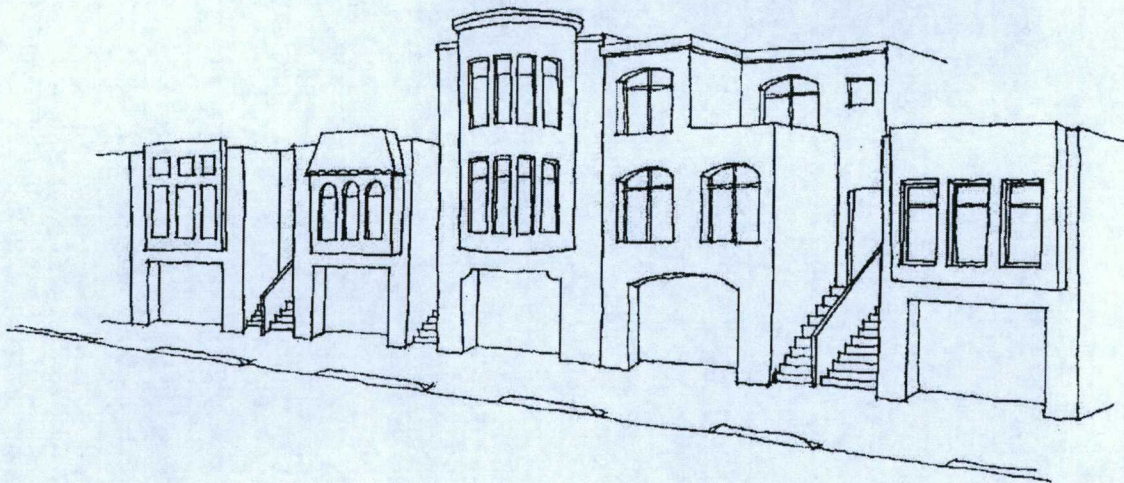
GUIDELINE: “Design the height and depth of the building to be compatible with the existing building scale at the street.”

The proposed project is taller than surrounding buildings, and THREE new floors are being added to this existing building. Accordingly, it is necessary to modify the building height or depth to maintain the existing scale at the street and rear yard by making modifications, the visibility of the new upper floor needs to be limited, and the upper floor should appear subordinate to the primary facade. The key is to design a building that complements other buildings on the block and does not stand out, even while displaying an individual design. (RDG Page 24)

The proposed project stands out by overwhelming the existing smaller buildings on the block face. The front facade is utterly without a setback or articulation to reduce the impacts. This is an obvious violation of the RDG’s in numerous ways directly spelled out in the RDG’s.



As shown in the illustration from the RDG's above, the fourth floor must be eliminated to preserve the scale of buildings on the street face. It is possible to preserve the building scale at the street by setting back the third floor. **However, an additional setback for a proposed fourth floor is not sufficient. The fourth floor must be eliminated to respect the neighborhood scale. RDG---Page 25---In this case the naked fourth floor is not set back AT ALL and neither is the third floor which looms above the neighbors to the north.**



The above drawing is another illustration from the RDG's which is directly on point to the subject project. The building to the south of the project is uphill and three stories tall, the building to the north is downhill and two stories tall. This illustration shows exactly what is expected from a design point of view in such a situation...A partial third-story setback provides

a transitional height to the adjacent two-story building and maintains the scale of the buildings at the street level. (RDG's page 24)

The subject project ignores this RDG provision. It proposes a naked third and fourth story above the neighboring building to the north without any setback or transitional height from the two-story neighbors directly to an uphill building proposed at four stories with no front setback or side transition to the two-story neighbor at 215 Missouri Street. The building will loom some 20+plus feet above the adjacent neighbor with no transitional stepping as suggested by the RDG's. There is a minimal setback to the new second and third floors and then a setback for the fourth floor, but it is ineffective to reduce the stark and looming feeling created by a building so much larger than its neighbor. The rendering provided by the project sponsor demonstrates how far out of place the new building will appear given its much smaller neighbor to the north and the three-story building to the south.



The "rendering" is not to scale and makes the proposal look more acceptable, the more accurate and scaled drawings make it crystal clear that the proposal is over-sized and much larger than its neighbor....

**RECEIVED**

AUG 21 2019

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
PIC

DISCRETIONARY REVIEW PUBLIC (DRP)

APPLICATION

Discretionary Review Requestor's Information

Name: Gabe Madway & Stacey Delo

Address: 215 Missouri Street San Francisco CA 94107

Email Address: gmadway@gmail.com; stacey@maybrooks.com

Telephone: 415-860-4521; 415-999-8840

Information on the Owner of the Property Being Developed

Name: Karen Lum

Company/Organization: Focus Realty

Address: 3201 Balboa Street, San Francisco, CA 94121

Email Address: focus_realty@yahoo.com

Telephone: 415.566.0868

Property Information and Related Applications

Project Address: 219-221-223-223A Missouri Street, San Francisco, CA 94107

Block/Lot(s): 4002/ 022

Building Permit Application No(s): 2018-073^{D GM}5884

ACTIONS PRIOR TO A DISCRETIONARY REVIEW REQUEST

| PRIOR ACTION | YES | NO |
|---|-------------------------------------|-------------------------------------|
| Have you discussed this project with the permit applicant? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Did you discuss the project with the Planning Department permit review planner? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Did you participate in outside mediation on this case? (including Community Boards) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

The original Project Planner left the Dept and the neighbors have not had contact with anyone at the Dept. or with the Project Sponsor since the pre-application meeting in April 2018. The Project has been incredibly rushed through the process without any outreach by by sponsor. The owners of the property are absentee property owners and professional developers. They used the Ellis Act to evict the tenants from the property for this project some of whom were very long-term,(23 years) elderly and disabled. The site has four (4) small affordable rent-controlled units and the Project will result in the loss of at least two (2) of those units.

DISCRETIONARY REVIEW REQUEST

In the space below and on separate paper, if necessary, please present facts sufficient to answer each question.

1. What are the reasons for requesting Discretionary Review? The project meets the standards of the Planning Code and the Residential Design Guidelines. What are the exceptional and extraordinary circumstances that justify Discretionary Review of the project? How does the project conflict with the City's General Plan or the Planning Code's Priority Policies or Residential Design Guidelines? Please be specific and site specific sections of the Residential Design Guidelines.

The project site was originally constructed with "four cabins" in 1907. Later the four cabins were converted to a single building without permits or inspections but it remains a legal four unit building. Accordingly, by definition, the project does not meet the "standards of the Planning Code" since it is a non-conforming use in this RH-2 zoned area. The Dept has been unable to supply any evidence that the Project was ever reviewed by the RDT and, predictably, it violates the Residential Design Guidelines. The Project is a complete demolition (regardless of the phony calculations) as the plan is to construct a new floor UNDER the side walls (claimed to be 100% retained) and then THREE NEW FLOORS ON TOP OF THAT. The 112 year old side walls can not hold such weight.(see attachment)

2. The Residential Design Guidelines assume some impacts to be reasonable and expected as part of construction. Please explain how this project would cause unreasonable impacts. If you believe your property, the property of others or the neighborhood would be unreasonably affected, please state who would be affected, and how.

Violates numerous provisions of the Residential Design Guidelines including the following. "Design the height and depth of the building to be compatible with the existing building scale at the mid-block open space." (pages 25-26) "Design the height and depth of the building to be compatible with the existing building scale at the street."(page 24). "A addition to a new building should be articulated to minimize impacts on light and privacy to adjacent properties." (pages 16-17). The Project is completely unreasonable on this block at this location. It will block virtually all the direct light and air to the building to the north at 215 Missouri Street. (see attachment)

3. What alternatives or changes to the proposed project, beyond the changes (if any) already made would respond to the exceptional and extraordinary circumstances and reduce the adverse effects noted above in question #1?

A reasonable project will not include the addition of three new floors. ANY third and fourth floor addition will have negative impacts because of the size of such an addition and location of the subject lot. Adding an additional 3600 square feet of living space to this small building at the mid-block is unreasonable and creates negative impacts to all neighbors. Destroying two (2) affordable housing units and driving out rent controlled tenants in order to expand and luxuriate the building for profit violates every single City Policy in the middle of the housing crisis. On this ground alone the project must be rejected. (see attachment)

DISCRETIONARY REVIEW REQUESTOR'S AFFIDAVIT

Under penalty of perjury the following declarations are made:

- a) The information presented is true and correct to the best of my knowledge.
- b) Other information or applications may be required.

Gabe Madway Stacey Delo
Signature

Gabe Madway & Stacey Delo

Name (Printed)

Adjacent Neighbors

415-860-4521; 415-999-8840

gmadway@gmail.com; stacey@maybrooks.com

Relationship to Project
(i.e. Owner, Architect, etc.)

Phone

Email

RECEIVED

AUG 21 2019

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
PIC

For Department Use Only

Application received by Planning Department:

By: Kurt Boh

Date: 8/21/19

ATTACHMENT TO APPLICATION REQUESTING DISCRETIONARY REVIEW

PROPERTY ADDRESS: 219-221-223-223A Missouri Street
ASSESSOR'S PARCEL NO: Block 4002, Lot 022
ZONING DISTRICT RH-2— Residential House District: Two-Family.
APPLICATION NO. 2018-07375884

ACTIONS PRIOR TO DISCRETIONARY REVIEW REQUEST

This project was first proposed at the pre-application meeting in April 2018. Neighbors expressed misgivings with the proposal because it is mid-block and the addition of a new basement/garage level and a second, third & fourth floor at a depth into the rear yard greater than both adjacent buildings, will negatively impact both adjacent historic buildings and all surrounding neighbors. The proposal is completely out of place and it will permanently shadow our home (which is only TWO stories and to the north) and garden and invade our privacy with elevated decks looking directly into our rear yard and a wall of windows.

At the pre-application meeting the developers were asked to provide a shadow study and to erect story poles. They refused to erect the story poles and did not provide the neighbors with a shadow study or any other information on the project---at all, we never heard from them again until the 311 Notification of the Project arrived. They were also asked to eliminate or reduce the size of the fourth-floor addition and refused. We attempted to start a conversation with the owner and architect about the project and the developers refused to even discuss possible modifications.

B. DISCRETIONARY REVIEW REQUEST**1. Reasons for Requesting Discretionary Review**

The Commission is urged to take Discretionary Review because this is an exceptional and extraordinary circumstance and site. The project *technically* can go to the 40-foot height limit and 75% into the rear yard, but the resulting new building, will present a building envelope beyond the average or norm on Missouri Street. The building would permanently and negatively impact the prevailing scale of the built environment on Missouri and this part of Potrero Hill and for the entire block. Such a project will affect the livability of the nearby residences. The project appears to be a complete-demolition and reconstruction of the ground floor and addition of a new floor UNDER the existing 1907 building and the addition of three new floors on top of that. No portion of the existing building is evident in the final design. It is a violation of the letter and spirit of the Code to allow an increase in non-conforming units in a non-conforming building of the size and to eliminate completely affordable rent-controlled units. The project contemplates the addition of 3600 square feet of new occupiable space in a building of four affordable, rent-controlled units of less than 500 square feet each.

This is further an exceptional and extraordinary circumstance in that the design, materials and massing of the proposed new structure are completely out of character with the architecture of historic Potrero Hill neighborhood, and clearly inconsistent with the City's Residential Design

Guidelines. The use of sheet metal coping and a new, modern garage door on the existing 1907 building and in this neighborhood is completely inappropriate. The elevated roof and rear deck areas also unprecedented in this neighborhood.

2. Adverse Effects on the Neighborhood

Violates the Residential Design Guidelines for Light and Privacy to Adjacent Buildings

The Residential Design Guidelines at page 16 state:

Light

In areas with a dense building pattern, some reduction of light to neighboring buildings can be expected with a building expansion. However, there may be situations where a proposed project will have a greater impact on neighboring buildings. In these situations, the following design modifications can minimize impacts on light; other modifications may also be appropriate depending on the circumstances of a project:

- Provide setbacks on the upper floors of the building.... **THIS PROJECT DOES NOT PROVIDE A SETBACK WHERE IT IS NEEDED MOST AT THE NORTH SIDE.**
- Include a sloped roof form in the design.
- Provide shared light wells to provide more light to both properties. **ALTHOUGH THE PROJECT PROVIDES SOME LIGHTWELLS AND INCLUDES A SLOPED ROOF, ITS SHEER SIZE ELIMINATES ANY BENEFIT WHICH MAY BE DERIVED FROM THOSE FEATURES**

Privacy

As with light, some loss of privacy to existing neighboring buildings can be expected with a building expansion. However, there may be special situations where a proposed project will have an unusual impact on privacy to neighboring interior living spaces. In these situations, the following design modifications can minimize impacts on privacy; other modifications may also be appropriate depending on the circumstances of a particular project. Some of these measures might conflict with the “light” measures above, so it will be necessary to prioritize relevant issues.

THIS PROJECT CREATES A PRIVACY ISSUE WHERE NONE NOW EXISTS BY ADDING BALCONIES AND ROOF DECKS TO SERVE AS SOME KIND OF VIEWING DECK STRAIGHT INTO 215 MISSOURI AND ITS GARDEN AND BEDROOMS.

The Showplace Square/Potrero Hill Is Special and the Project Violates the Area Plan

The Project is located in the Showplace Square/Potrero Hill plan area. This Area is home to 11,000 people and 5,000 households, the vast majority of which are concentrated on Potrero Hill. Because Potrero Hill is an established residential area that generally functions well, it is not proposed to be rezoned and the subject neighborhood is zoned RH-2 for two-units per lot. Instead, future development activity is expected to occur in Showplace Square. The streets of this area are lined with historic buildings and (according to the Dept. analysis) it has a **clear context** of three-story, two over basement and one-story buildings of the age and design of the historic buildings constructed at the turn of the last century. Four stories are clearly out of place.

The prevalent style of the 200 Block of Missouri Street, consistent with the surrounding area that was constructed immediately following the Earthquake and Fire, is Classical Revival. Materials are generally wood siding with wooden windows and cornices. Because of the current heights and building pattern on "The Hill," sun and sky are now available to residents and visitors on what is now a charming and pleasant place for pedestrians and residents alike. This Project would not respect or continue that pattern.

The Project as Proposed Would Have the Following Adverse Effects:

A. The Project Violates the Area Plan and City-Wide Policies by Destroying VERY Affordable, Rent-Controlled Housing After an Ellis Act Eviction of All Tenants

The reasons for Requesting Discretionary Review of this project are best summarized as follows:

1. The existing housing stock is the City's major source of relatively affordable housing. The Eastern Neighborhoods' older and rent-controlled housing has been a long-standing resource for the City's lower- and middle-income families. According to all City and Planning Dept policies.... priority must be given to the retention of existing units as a primary means to provide affordable housing. Demolition of sound existing housing should be limited, as residential demolitions and conversions can result in the loss of affordable housing. The **General Plan** discourages residential demolitions, except where they would result in replacement housing equal to or exceeding that which is to be demolished. The Planning Code and Commission already maintain STRONG CONTROLLING policies that generally require conditional use authorization or discretionary review wherever demolition is proposed. Even if the unbelievable demolition calculations are accepted as true, the Project still results in the LOSS of at least two of the affordable rent-controlled housing---eliminating the rent-controlled housing without demolishing it has the exact same impact and negative effect---"remodeling" such housing out of existence must require a conditional use or at least close scrutiny from the Dept;
2. The Dept simply cannot turn a blind eye to what is going on in this case. The owner is a professional real estate agent and developer who operates her own company "Focus Realty." She has neglected the building for the past 18 years and there have been numerous Notices of Violation (some still outstanding) issued against the building due to tenant complaints of substandard housing conditions. The owner has conducted a demolition by neglect and should not be rewarded for this behavior. Further the owner used the Ellis Act to evict all the long-term elderly and infirm tenants in order to luxuriate the units and to cash in on this building. the application itself states boldly that the purpose is to eliminate two of the rent control units. This must not be approved. This is exactly the kind of behavior and policy result which the priority policies and the Department is supposed to stop! This Proposal violates NUMEROUS provisions of the Area Plan including:

POLICY 2.1.3

Provide units that are affordable to households at moderate and "middle incomes" – working households earning above traditional below-market rate thresholds but still well below what is needed to buy a market priced home, with restrictions to ensure affordability continues.

POLICY 2.1.4

Allow single-resident occupancy hotels (SROs) and "efficiency" units to continue to be an affordable type of dwelling option, and recognize their role as an appropriate source of housing for small households.

OBJECTIVE 2.2

RETAIN AND IMPROVE EXISTING HOUSING AFFORDABLE TO PEOPLE OF ALL INCOMES

POLICY 2.2.1

Adopt Citywide demolition policies that discourage demolition of sound housing, and encourage replacement of affordable units.

POLICY 2.2.2

Preserve viability of existing rental units.

POLICY 2.2.3

Consider acquisition of existing housing for rehabilitation and dedication as permanently affordable housing.

POLICY 2.2.4

Ensure that at-risk tenants, including low-income families, seniors, and people with disabilities, are not evicted without adequate protection.

This Project would destroy/eliminate two of the most affordable units in the entire neighborhood! Small rent-controlled units cleared out by the Ellis Act so they could be exponentially expanded into luxury condos...This is EXACTLY what the Planning Dept/Commission is supposed to prevent from happening.

3. There are other four-story structures in the area, they do not predominate—in fact, there are none that front on this block face of Missouri Street and only one that fronts on Missouri Street across the street. However, it has a substantial setback and this proposal has none. Proposing a project that maximizes the building envelope with a four-story structure, 28 feet in width, extending between both side property lines is a complete anomaly and such additions should not be approved;

4. The height and scale of the proposed project would negatively impact the prevailing scale of the built environment on Missouri. Given the strong level of opposition against the fourth-floor addition by the neighborhood, the Department should not support the proposal.

The presently proposed four-story structure, which seeks to maximize the allowed building envelope for this lot under the Code, has these objectionable features and more.

B. The Height and Scale of the Proposed Project is Inconsistent with the Planning Department's Residential Design Guidelines

The Department should have forwarded to the project architect a copy of the Planning Department's Residential Design Guidelines. As noted above, the proposed new building is clearly inconsistent with these Guidelines. Not only does the proposed 40-foot high structure presents a building envelope that is completely out of scale, given the location of the property between two smaller buildings and in the mid-block, this project represents an inappropriate and unreasonable development.

Light and air issues are major concerns for the neighboring buildings to the north and south of the proposed structure, as well as for the scale and feeling of the street. The interesting variation in building lines, which currently allows sunlight to penetrate to each building would be negatively impacted, adding shadows and darkness.

C. The Design Features and Materials of the Proposed Project are Incompatible with Neighborhood Character/in Conflict with the Residential Design Guidelines.

The prevalent style of "the Hill," consistent with the surrounding neighborhood, is in the Classical Revival style constructed in the years immediately following the Earthquake and Fire. Although there are other four-story structures in the area, clearly, they do not predominate. Of the mid-block lots only one has a four-story building on this block of Missouri Street and it has large setbacks from the street---none are proposed for this structure (zero!). Materials are generally wood siding or stucco, with wooden windows and Classical Revival cornices.

In addition to the height and mass of the proposed new building, the proposed design, window pattern, and materials would be incompatible with this block and would contrast sharply with the overall character of the neighborhood. Putting a mostly glass box covered in aluminum on top of this 1907 structure is completely out of context.

- **Eliminate the Fourth Floor**

Out of place and out of context on a lot in the mid-block. Past practice and policy call for it to be removed.

- **The Setbacks are Insufficient**

There is no front setback---fifteen feet (15) is usually recommended by the Dept. At least 15 feet is required when a new building has a naked and exposed story above its neighbor as this building does. 15 feet is required at front and back.

- **Elimination of the Light Well and No Setback to the East:** Even though the project may be in technical compliance with the Planning Code.... there are no exceptions for in-fill of light wells and side setbacks, IT COMPLETELY IGNORES THE RDG's (page 21). The negative impacts on the adjacent buildings are also being completely ignored. The City's Residential Design Guidelines contain specific guidelines for such situations that require allowing for light and air to the neighbors. Both adjacent buildings provide side setbacks and this project goes to four stories and provides no side setbacks to match

The Project as proposed does not comply with the Residential Design Guidelines and the General Plan and should be amended to eliminate the third and fourth floors and retain ALL four of the existing affordable rent-controlled units.

- **Hazard to birds:** In addition to the project's incompatibility with the character of the surrounding architecture of the neighborhood, the large expanses of glass are inconsistent with the City's guidelines for protecting birds -- the proposed top floor made mostly of glass, plus the glass wind screens or railings proposed for the rooftop will be a hazard to the birds of the Hill and will result in bird injuries and death.
- **Parking impacts:** The addition of a two new off-street parking spaces will result in a loss of public parking and an increase in traffic on Missouri Street. The additional garage spaces will result in a larger overall building, if more space is desired it may be captured by eliminating any new parking at the site.

The proposal does not comply with *Priority Policies of the General Plan*, pursuant to *Section 101.1(b)(4)*, in that increasing the number of parking spaces would promote additional commuter traffic that would impede the transit-rich services existing in the neighborhood. The proposal would also impact the pedestrian usage on Missouri Street. The sponsor can capture the new living square footage desired at the bottom level if the top floor is eliminated.

3. **Suggested Changes to the Proposed Project**

The neighbors would not object to a reasonable development. This current plan is not reasonable for the above-stated reasons.

- (1) **The first and foremost, reduce the proposed building to two or three stories, eliminating the third and fourth floor completely.** The elimination of the third and fourth floors would open the property to allow more light to be cast into the two adjacent properties. Reducing the height and mass would further achieve greater compatibility with the neighboring structures and more on with the scale with this densely developed portion of Potrero Hill/Showplace Square.
- (2) **Change the design to make it more compatible with the neighborhood.** Eliminate the large expanses of glass by eliminating the top two floors. Require the use of materials and fenestration pattern that are compatible with the predominant character of the surrounding neighborhood and will not be a hazard to birds.

- (3) **Eliminate the additional parking places.** This request is consistent with the *Priority Policies of the General Plan* and would avoid exacerbating an already difficult traffic situation that exists. If the sponsor needs more space it can be captures at the ground floor without creating more parking.



DISCRETIONARY REVIEW PUBLIC (DRP)
APPLICATION

RECEIVED

AUG 21 2019

Discretionary Review Requestor's Information

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
PIC

Name: Jean Dumpit & Theodore Dumpit Jr.

Address: 227 Missouri Street San Francisco CA 94107

Email Address: mamajeandu@aol.com

Telephone: 415-621-8499; 415-309-3362

Information on the Owner of the Property Being Developed

Name: Karen Lum

Company/Organization: Focus Realty

Address: 3201 Balboa Street, San Francisco, CA 94121

Email Address: focus_realty@yahoo.com

Telephone: 415.566.0868

Property Information and Related Applications

Project Address: 219-221-223-223A Missouri Street, San Francisco, CA 94107

Block/Lot(s): 4002/ 022

Building Permit Application No(s): 2018-073^D5884

ACTIONS PRIOR TO A DISCRETIONARY REVIEW REQUEST

| PRIOR ACTION | YES | NO |
|---|-------------------------------------|-------------------------------------|
| Have you discussed this project with the permit applicant? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Did you discuss the project with the Planning Department permit review planner? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Did you participate in outside mediation on this case? (including Community Boards) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

The neighbors have not had contact with anyone at the Dept. or with the Project Sponsor since the Pre-Application meeting on April 2, 2018. The owners of the property are absentee property owners and professional developers who have neglected the property to the point of demolition by neglect. The Sponsor used the Ellis Act to evict the long-term,(23 years) elderly and disabled tenantsyet the building has been continuously occupied ever since the evictions in 2015-2016 by a variety of tenants.

DISCRETIONARY REVIEW REQUEST

In the space below and on separate paper, if necessary, please present facts sufficient to answer each question.

1. What are the reasons for requesting Discretionary Review? The project meets the standards of the Planning Code and the Residential Design Guidelines. What are the exceptional and extraordinary circumstances that justify Discretionary Review of the project? How does the project conflict with the City's General Plan or the Planning Code's Priority Policies or Residential Design Guidelines? Please be specific and site specific sections of the Residential Design Guidelines.

The project does not meet the minimum standards of the Planning Code since it is a non-conforming use of four units in this RH-2 zoned area. It is unclear that the Proposal was ever reviewed for compliance with the Residential Design Guidelines or that the Project was ever reviewed by the RDT and it violates the Residential Design Guidelines. The Project is a demolition, regardless of the alleged "calculations". In order to comply with the RDG's, the Dept ordered the Sponsor to "match (length and width) the notches in the rear on both adjacencies." This was not done at all and both setbacks on the homes adjacent ("notches") are to be walled-up by the new four story building. (see attached).

2. The Residential Design Guidelines assume some impacts to be reasonable and expected as part of construction. Please explain how this project would cause unreasonable impacts. If you believe your property, the property of others or the neighborhood would be unreasonably affected, please state who would be affected, and how.

Violates numerous provisions of the Residential Design Guidelines including the following. "Design the height and depth of the building to be compatible with the existing building scale at the mid-block open space. (pages 25-26) Design the height and depth of the building to be compatible with the existing building scale at the street. (page 24). A addition to a new building should be articulated to minimize impacts on light and privacy to adjacent properties (pages 16-17). The Project is completely unreasonable on this block at this location. It will block light and air to the building to the south at 227 Missouri Street. The Sponsor ignored the directive from the Dept. to match the setbacks (see attachment)

3. What alternatives or changes to the proposed project, beyond the changes (if any) already made would respond to the exceptional and extraordinary circumstances and reduce the adverse effects noted above in question #1?

A reasonable project will not include the addition of a three new floors. ANY third and fourth floor addition will have negative impacts because of the size and location of the subject lot. Adding an additional 3600 square feet of living space to this small building at the mid-block is unreasonable given the hillside location and surrounding established neighborhood. Destroying affordable housing and driving out rent controlled tenants in order to expand and luxuriate the building for profit violates every single City Policy in the middle of the housing crisis. On this ground alone the project must be rejected.

DISCRETIONARY REVIEW REQUESTOR'S AFFIDAVIT

Under penalty of perjury the following declarations are made:

a) The information presented is true and correct to the best of my knowledge.

b) Other information or applications may be required.

Theodore Dumpit Jr. Jean Dumpit Jean Dumpit & Theodore Dumpit Jr.
Signature# # # # # # # # # # Name#(Printed)

Adjacent Neighbors (south) # # # # #
Home phone 415-621-8499;
cell 415-309-3362 # # # # #
Relationship to Project # # # # # mamajeandu@aol.com
(i.e. Owner, Architect, etc.) # # # # # Phone# # # # # Email

RECEIVED

AUG 21 2019

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
PIC

RECEIVED

AUG 21 2019

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
PIC

For Department Use Only

Application received by Planning Department:

By: Kurt Bohm # # # # #

Date: 8/21/19 # # # # #

ATTACHMENT TO APPLICATION REQUESTING DISCRETIONARY REVIEW

PROPERTY ADDRESS: 219-221-223-223A Missouri Street
ASSESSOR'S PARCEL NO: Block 4002, Lot 022
ZONING DISTRICT RH-2— Residential House District: Two-Family.
APPLICATION NO. 2018-07375884
GM

1. The Discretionary Review Requestors ("DR Requester") opposes the de facto demolition and the design/height/bulk and mass of the proposed new construction. DR Requestor is concerned about the project's impact, including impacts on existing affordable/ rent-controlled housing, neighborhood character, light/air and privacy. The project plan is a building with 4 floors, proposed with huge glass voids and stark modern design in a neighborhood characterized by architecture from the early 1900's with a distinct Edwardian Revivalist feel and design. The proposal to tear down sound (occupied) rent controlled affordable housing replace it with a glass box typifies the tragic trend in our city and should not be allowed as an open and blatant violation of the Residential Design Guidelines and City policies. The Dept has made crystal clear on numerous occasions and in dozens of written analyses (including the Area Plan) that this neighborhood is one that has a "clearly defined" character. The proposal does nothing at all to address that clearly defined neighborhood character and is an attempt to completely ignore it.

Allowing the proposed four-story building in this neighborhood would set a new standard of height and massing for the entire neighborhood and could lead to massive changes in the historic character of the Potrero Hill. Which is a neighborhood designated by the Dept for a future historic district. A review of neighboring properties and surrounding blocks reveals that there is only a single house over three stories on Missouri Street between Mariposa and 18th Streets. This proposal directly violates the General Plan Priority Policy No. 2 that requires that *"existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods."* Allowing a new building with a 4th floor, in a neighborhood currently characterized by 2 and 3 floor buildings, would fundamentally change the character of the neighborhood. Add to this the replacement of four 1907 "cabins" with a stark square glass box and the old phrase "adding insult to injury," is brought to life and embodied by this proposal.

In addition, the Residential Design Guidelines would be also be violated by the project due to its large increase in scale (representing an increase of 3800 s.f. over the current structure), and the fact that the modern design is not within the character of the neighborhood. As the design guidelines point out, *"[a] single building out of context with its surroundings can be disruptive to the neighborhood character and, if repeated often enough, to the image of the City as a whole."* RDG pg. 3. DR Requesters (and numerous other neighbors) are concerned and deeply troubled that the stark modern design of the proposed project, in contrast to the more classical character of the vast majority of homes in the neighborhood, will cause just the type of disruption that the Residential Design Guidelines are meant to prevent.

TWO OF THE AFFORDABLE RENT-CONTROLLED UNITS ARE BEING PERMANENTLY REMOVED AND A CONDITIONAL USE AUTHORIZATION IS REQUIRED UNDER SECTION 317

There are CURRENTLY four affordable rent-controlled units at the site---all were occupied. The Sponsor evicted all of the tenants beginning in 2015-2016 most were long

ATTACHMENT TO APPLICATION REQUESTING DISCRETIONARY REVIEW

| | |
|-----------------------|---|
| PROPERTY ADDRESS: | 219-221-223-223A Missouri Street |
| ASSESSOR'S PARCEL NO: | Block 4002, Lot 022 |
| ZONING DISTRICT | RH-2— Residential House District: Two-Family. |
| APPLICATION NO. | 2018-07375884 |

term and elderly or disabled. DR Requester is concerned that the demolition of two of these rent-controlled affordable units violates numerous priority policies but also violates the Planning Code itself. The Planning Department should review the project and recommend a method in which the project sponsor could proceed without completely demolishing TWO of the existing four affordable rent-controlled units. There is no difference between “demolishing” these units and remodeling them out of existence. This fact of demolition (or “remolition”) of two units has the following legal and policy ramifications:

- a. Currently all four units are covered by the Rent Control Ordinance—built in 1907 as four separate “cabins” means the units fall within the protections of Rent Control;
- b. The Sponsors’ Project Application clearly states that the intention of the Project is to allow two of the units to remain and to create “two market rate” units;
- c. Removing these two affordable rent controlled units is the same as demolishing two of the units and destroys “naturally affordable” sound rent-controlled housing and violates the overwhelming weigh of the General Plan Policies, Housing Preservation Policies, the Mayor’s Executive Directives and every plan and policy in place (or contemplated) to attempt to address the affordability crisis that has been wreaking havoc with our City.
- d. The Dept. failed to follow the mandatory provisions of the Planning Code at Section 317 designed to save affordable rent-controlled housing units because of the affordability crisis. These units are being lost whether or not one quibbles over “demolition” or not.

2. THE DESIGN IS WRONG, OVERLY LARGE AND VIOLATES THE RDG’s

DR requester is also concerned that the proposed third and fourth floors will loom over all other residences in the neighborhood. Coupled with the huge expanses of glass proposed, this would negatively affect the privacy of every neighbor, since the building is to be constructed with massive windows in all directions and large out-of-character decks. Furthermore, the fourth-floor windows and decks would also negatively affect the privacy of all nearby neighbors to the rear and side of the project house.

Finally, the construction of a building which is a full two naked stories taller than the adjacent neighbor to the north would have a negative impact on the light and air and long-standing character of the historic Potrero Hill neighborhood. The proposed project does not respect the neighborhood or the topography of the area. The height of the proposed building pushes against the absolute maximum allowed in the zoning district and proposes a building at a height far above 40 feet as viewed and measured from Sea Cliff Avenue. (the Plans show it will be 47’ feet tall due to the steep hill side location).

3. DR Requester would like to see the character of the neighborhood respected by removing the third and fourth floors of the proposed building. This would preserve and maintain the existing affordable rent-controlled units and design character of the neighborhood. More importantly, the removal of the uncharacteristically high features of the proposed building will

Jean Dumpit & Theodore Dumpit Jr.
227 Missouri Street
San Francisco, CA 94107

August 21, 2019

To Whom It May Concern:

This will confirm that we have authorized Gabe Madwa to file on our behalf a Discretionary Review Application before the Planning Department/Commission concerning the proposed project at 219 Missouri, San Francisco, CA. We hereby authorize Stephen Williams to pursue and complete said DR application opposing the proposed project.

Sincerely,

Jean Dumpit Theodore Dumpit Jr
Jean Dumpit & Theodore Dumpit Jr.

ABBREVIATIONS

@

#

AC

AD

ADJ

Alum.

APPRO

X

Arch.

Asb.

Asph.

BRD

Blum.

Bldg.

Blk.

Blkg.

Bm.

Bot.

Cab.

CB

Cem.

Cer.

CG

Cig.

Clkg.

Cl.

C/O.

Col.

Conc.

Con.

Const.

Cont.

Cor.

Csk.

Cntr.

Centr.

DBL

Dept.

D.F.

Det.

Dia.

Dim.

Disp.

Dn.

Dr.

DS

Dwg.

Ea.

EJ

EL

Elect.

Elev.

Emr.

Encl.

EP

Eq.

Equip.

EWC

EJ

Exp.

Expan.

Ext.

FA

FD

FDN

FE

FEC

FHC

Fin.

Fl.

Flash.

Fluor.

F.O.

FOC

FOF

FOS

FRPF

FS

FL

FTG

Fur.

Fut.

G.B.

GI.

Gyp.

HB

HC

HDWD

HDOWE

Horiz.

Hr.

Hgt.

At

Centerline

Pound or Number

Area Drain

Adjustable

Aluminum

Approximate

Architectural

Asbestos

Asphalt

Board

Bituminous

Building

Block

Blocking

Beam

Bottom

Cabinet

Catch Basin

Cement

Ceramic

Corner Guard

Ceiling

Caulking

Closet

Clear

Cased Opening

Column

Concrete

Connection

Construction

Continuous

Corridor

Countersunk

Counter

Center

Double

Department

Drinking Fountain

Detail

Diameter

Dimension

Dispenser

Down

Door

Down spout

Drawing

Each

Expansion Joint

Elevation

Electrical

Elevator

Emergency

Enclosure

Electrical Panel board

Equal

Equipment

Electric Water Cooler

Existing

Exposed

Expansion

Exterior

Fire Alarm

Floor Drain

Foundation

Fire Extinguisher

Fire Extinguisher Cab.

Fire Hose Cabinet

Finish

Floor

Flashing

Fluorescent

Face of

Face of Concrete

Face of Finish

Face of Studs

Fireproof

Full Size

Foot or Feet

Footing

Furring

Future

Grab Bar

Glass

Gypsum Board

Hose Bib

Hollow Core

Hardwood

Hardware

Horizontal

Hour

Height

ID

Insul.

Int.

Jan.

Jt.

Kit.

Lam.

Lavatory

Lv.

Light

M

Men

Max.

Mech.

Membr.

Met.

MFR.

MH

Min.

Mir.

Misc.

MO

Mtd.

Mullion

NIC

No. or #

Nom.

NTS

OA

Obs.

OC

OD

Open.

OPP

Opposite

Prep.

P. Lam.

Plast.

Plywood

Pt.

PTD

Partit.

Quarry Tile

R

Radius

RD

Ref.

Refr.

Rgrtr

Reinfr.

Req.

Resil.

Rm.

RO

RWL

SC

SCD

Sched.

SD

Sect.

Shet

Sim.

SMD

SND

Spec.

SSD

SSI

Sta.

Std

St.

Stor.

Struct.

Susp.

Sym.

T

Tel.

T&G

Thick

TOC

TOP

TOW

TTD

TV

Typ.

Unfl.

UON

Vert.

Vestib.

W

W/

WC

WD

WO

WP

WSCT

Wt.

PROJECT DIRECTORY

OWNER

KAREN LUM

54 EDGEHILL WAY

SAN FRANCISCO CA 94127

ARCHITECT

GOLDMAN ARCHITECTS

172 RUSS STREET

SAN FRANCISCO CA

JOHN GOLDMAN ARCHITECT

(415) 391-1339 T

(415) 621-3393 F

SURVEY

GLA CIVIL ENGINEERS INC.

414 MASON STREET, SUITE 404

SAN FRANCISCO, CA 94102

(415) 956-6707 T

MISSOURI RESIDENCE

219-223 MISSOURI STREET SAN FRANCISCO, CA 94107

PERMIT APPLICATION NUMBER: 2018-0730-5884 S

DRAWING LIST

| Sheet Number | Sheet Name |
|---------------|--------------------------------|
| Architectural | |
| A0.0 | COVER SHEET |
| A0.2 | NOTICE OF SPECIAL RESTRICTIONS |
| A0.3 | SITE PHOTOS |
| A0.4 | DEMOLITION STUDY |
| Civil | |
| C1.0 | SITE PLAN |

| | |
|---------------|---|
| Architectural | |
| A1.0 | EXISTING SITE PLAN |
| A1.1 | EXISTING FIRST & SECOND FLOOR PLAN |
| A1.2 | EXISTING WEST & EAST ELEVATIONS |
| A1.3 | EXISTING SOUTH & NORTH ELEVATIONS |
| A1.4 | EXISTING BUILDING SECTIONS |
| A2.0 | PROPOSED SITE PLAN |
| A2.1 | PROPOSED FIRST & SECOND FLOOR PLAN |
| A2.2 | PROPOSED THIRD & FOURTH FLOOR PLAN |
| A2.3 | ROOF PLAN |
| A3.1 | WEST ELEVATION (MISSOURI STREET) |
| A3.2 | EAST ELEVATION (REAR YARD) |
| A3.3 | NORTH ELEVATION |
| A3.4 | SOUTH ELEVATION |
| A4.1 | BUILDING SECTION |
| A4.2 | BUILDING SECTION |
| A4.3 | BUILDING SECTION |
| A4.4 | BUILDING SECTIONS |
| A4.5 | BUILDING SECTIONS |
| A4.6 | BUILDING SECTION |
| A5.0 | PERSPECTIVES |
| A5.1 | PERSPECTIVES |
| A5.3 | SHADOW STUDY- Existing & New on March & September 21 |
| A5.4 | SHADOW STUDY - Existing & New on June 21 |
| A5.5 | SHADOW STUDY- Existing & New on December 21 |
| GS1 | SAN FRANCISCO GREEN BUILDING - SITE PLAN SUBMITTAL FORM |

PROJECT INFORMATION

EXISTING BUILDING:

SINGLE STORY, WOOD FRAME, 4-UNIT APARTMENT BUILDING, BUILT IN 1907.

SCOPE OF WORK:

RENOVATION OF THE EXISTING LEVEL 1 AND UNITS 1 & 2. NEW 2-CAR GARAGE & NEW 4-SPACES BICYCLE STORAGE @ EXISTING LEVEL 1. NEW ADDITION @ LEVEL 2, 3 AND 4 FOR REMAINING UNITS 3 AND 4.

BLOCK/LOT:

4002/022

ZONING:

RH-2 - RESIDENTIAL - HOUSE

HEIGHT & BULK:

40-X

ALLOWABLE MAXIMUM BUILDING HEIGHT:

30'-0" ABOVE FRONT SETBACK LINE AT CENTERLINE OF BUILDING RISING AT 45° ANGLE TO 40'-0" ABOVE FRONT CURB / EDGE OF PAVING AT CENTERLINE OF PROPERTY

OCCUPANCY GROUPS:

R-2 AND U-1

CONSTRUCTION TYPE:

TYPE V-A, SPRINKLERED

LOT SIZE:

28' x 100' = 2,800 SQ.FT.

FRONT SETBACK @ (E) LEVEL 1 :

= 0

FRONT SETBACK@ LEVEL 2 AND 3:

= AVERAGE OF ADJACENT BUILDINGS' SETBACKS -2'-9 1/2"

FRONT SETBACK@ LEVEL 4:

= AVERAGE OF ADJACENT BUILDINGS' SETBACKS -15'-0"

REAR YARD SETBACK @ (E) LEVEL 1 :

=26'-6 3/8"

REAR YARD SETBACK @ LEVEL 2 AND 3 :

= AVERAGE OF ADJACENT BUILDINGS' SETBACKS

REAR YARD SETBACK @ LEVEL 4 :

= AVERAGE OF ADJACENT BUILDINGS' SETBACKS -10'-0"

STORIES:

NUMBER OF FLOORS = EXISTING +3 =4
(4TH FLOOR ALLOWED DUE TO SPRINKLERS)

BUILDING GROSS AREA SQ. FOOTAGE

| GROSS AREA BUILDING SCHEDULE | |
|------------------------------|----------|
| Level | Area |
| Existing Level 1 | 1,952 SF |
| Existing Roof/Level 2 | 1,355 SF |
| LEVEL 3 | 1,357 SF |
| LEVEL 4 | 425 SF |
| TOTAL GROSS AREA: 5,089 SF | |

BUILDING NET AREA SQ. FOOTAGE

| NET AREA BUILDING SCHEDULE | | |
|----------------------------|----------|-------------------------|
| Name | Area | Comments |
| UNIT 1 | 385 SF | 1 BEDROOM NONCONFORMING |
| UNIT 2 | 384 SF | 1 BEDROOM NONCONFORMING |
| UNIT 3 | 1,139 SF | 3 BEDROOM |
| UNIT 4 | 1,661 SF | 4 BEDROOM |
| TOTAL NET AREA: 3,568 SF | | |

PARKING:

(E) BUILDING = 4 UNITS, 0 PARKING

PROPOSED BUILDING = 4 UNITS, 1 PARKING SPACES PROVIDED

BICYCLE STORAGE:

1 PER DWELLING UNIT REQUIRED:
PROVIDED: 4 SPACES OF CLASS 1

OPEN SPACE:

COMMON USABLE OPEN SPACE PER SFPC TABLE 135A
REQUIRED: 100 SF/UNIT X 1.33 X 4 UNITS = 532 SF

PROVIDED: =798 SF

SOIL DISTURBANCE:

NO EXCAVATION

APPLICABLE CODES

2016 CALIFORNIA BUILDING CODE

2016 SF BUILDING CODE

2016 CALIFORNIA MECHANICAL CODE

2016 CALIFORNIA ELECTRICAL CODE

2016 CALIFORNIA PLUMBING CODE

2016 CALIFORNIA FIRE CODE

NFPA 13 SPRINKLER SYSTEM REQUIRED PER SFBC SECTION 903.3.1.1

VICINITY MAP

SYMBOL KEY

1

DWG

SHEET

DETAIL

1

DWG

SHEET

EXTERIOR ELEVATION

1

DWG

SHEET

SECTION / DETAIL

1

DOOR

NUMBER

WINDOW TYPE

ROOM NAME

NO.

ROOM NAME NUMBER

1

DWG

SHEET

INTERIOR ELEVATION

1

DWG

SHEET

ELEVATION POINT/DATUM

1

REVISION

#

REVISION #

1

PARTITION

TYPE

PARTITION TYPE

ISSUES

1

2

3

4

5

6

GOLD MAN ARCHITECTS

172 RUSS STREET

SAN FRANCISCO

CALIFORNIA 94103

415-391-1339

415-621-3393 f

MISSOURI RESIDENCE

219-223 Missouri Street

San Francisco, CA 94107

COVER SHEET

DATE:

1-20-2020

SCALE:

DRAWN:

GDG

JOB:

1607

SHEET:

A0.0

1/27/2020 5:26:33 PM

RECORDING REQUESTED BY:)
And When Recorded Mail To:)
Name: Karen Lum)
Address: 3201 Balboa St.)
City: San Francisco, 94121)
State: California)

CONFORMED COPY of document recorded
03/26/2019 2019K747847
03/26/2019 2019K747847
SAN FRANCISCO ASSESSOR-RECORDER
This document was signed by the Assessor-Recorder
Original

Space Above this Line For Recorder's Use

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

I, (We) Karen Lum, the owner(s) of that certain real property situated in the City and County of San Francisco, State of California more particularly described as follows: (LEGAL DESCRIPTION AS ON DEED).

BEING Assessor's Block 4002, Lot 022, commonly known as 219 – 223 Missouri Street, hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code).

Said Restrictions consist of conditions attached to Building Permit No. 201807305884 submitted to the Planning Department of the City and County of San Francisco on July 30, 2018. The subject permit is being sought to renovate the existing four units at the property and expand the total square footage of units labeled three and four, on the building plans associated with the subject permit.

219 – 223 Missouri Street (the "subject property") is located in the RH-2, Residential- House, Two Family Zoning District. Per Section 209.1 of the Planning Code, two residential units are permitted. However, the subject property was constructed with four residential units prior to adoption of the San Francisco Planning Code. Therefore, two of the four units at the subject property are nonconforming.

Per Planning Code Section 181, expansion of nonconforming dwelling units cannot occur since an eviction occurred at the subject property pursuant to Administrative Code Sections 37.9(a)(9) through 37.9(a)(14).

To approve Building Permit No. 201807305884, the Planning Department required the restrictions and conditions listed below.

The restrictions and conditions of which notice is hereby given are:

- Two units at the property must be identified as nonconforming on the plans associated with the subject permit and shall not be permitted to expand beyond the area (i.e. square footage) allocated to those units at the time of original construction.
- The recorded Notice of Special Restrictions shall be reproduced on the Title Sheet or Index Sheet of all future permit applications for work at the subject property.

Page 2 of 2

The use of said property contrary to these special restrictions shall constitute a violation of the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco.

Dated: 03-26-2019 at San Francisco, California

(Signature of owner)

(Signature of owner)

Each signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).

ACKNOWLEDGMENT

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 San Francisco

On March 26, 2019 before me, Linda Wong, Notary Public
(insert name and title of the officer)

personally appeared Karen Lum
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 Linda Wong (Seal)

LINDA WONG
Notary Public - State of California
Commission # 2258753
Expires 03/31/2021

ISSUES

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GOLD MAN ARCHITECTS

172 RUSS STREET

SAN FRANCISCO

CALIFORNIA 94103

415-391-1339

415-621-3393 f

MISSOURI RESIDENCE

219-223 Missouri Street

San Francisco, CA 94107

NOTICE OF SPECIAL RESTRICTIONS

DATE: 1-20-2020

SCALE:

DRAWN: Author

JOB: 1607

SHEET:

A0.2

1/27/2020 5:26:51 PM



MISSOURI STREET VIEW



219-223 MISSOURI STREET



219-223 MISSOURI STREET



219-223 MISSOURI STREET FRONT FACADE



225 -227 MISSOURI ST.



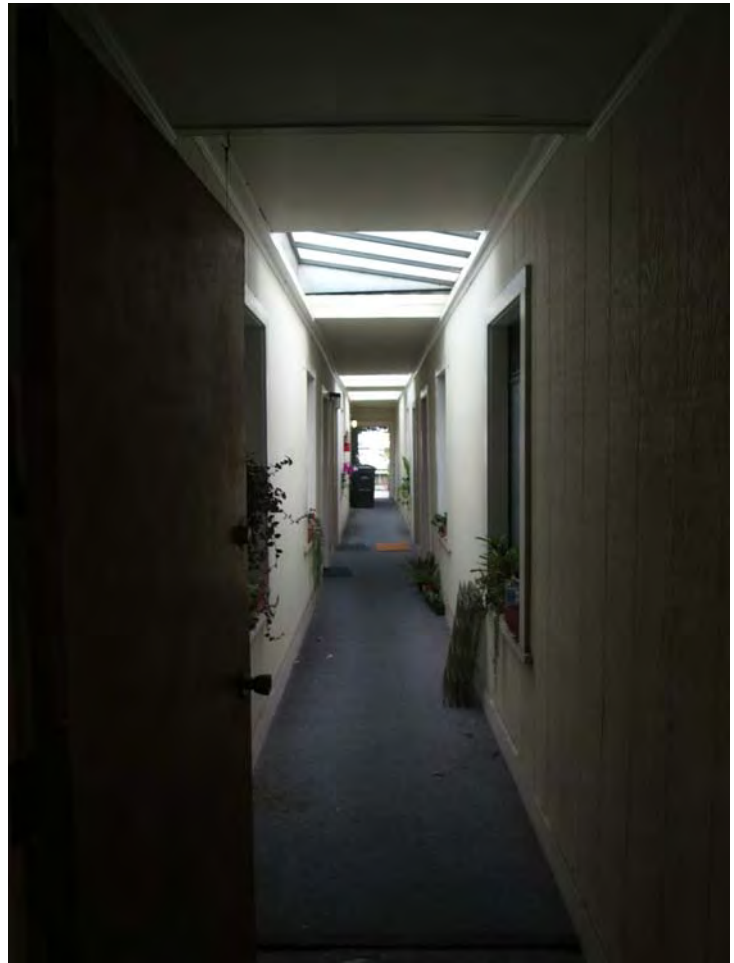
215 MISSOURI ST.



SIDEWALK/UTILITIES



219, 219A, 223 & 223A MISSOURI ST. METERS



(E) HALLWAY



219-223 MISSOURI ST. REAR YARD FACADE



219-223 MISSOURI ST. REAR YARD



EXISTING BASEMENT ENTRANCE



219-223 MISSOURI ST. EXISTING BASEMENT



215 MISSOURI STREET SOUTH ELEVATION



215 MISSOURI STREET REAR YARD FACADE



225 -227 MISSOURI ST. NORTH ELEVATION

| ISSUES | |
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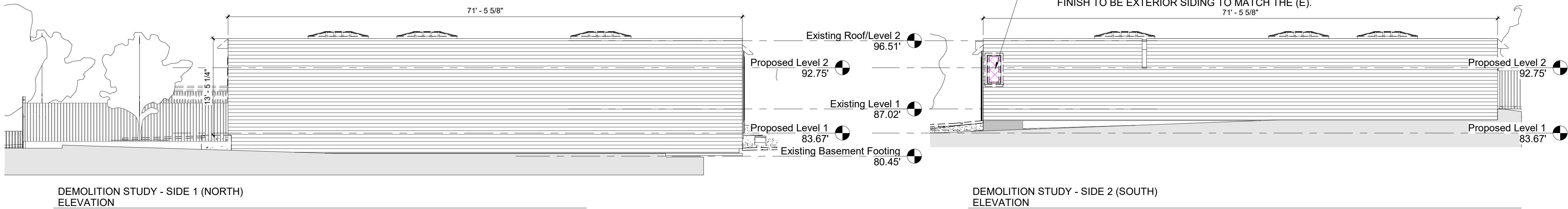
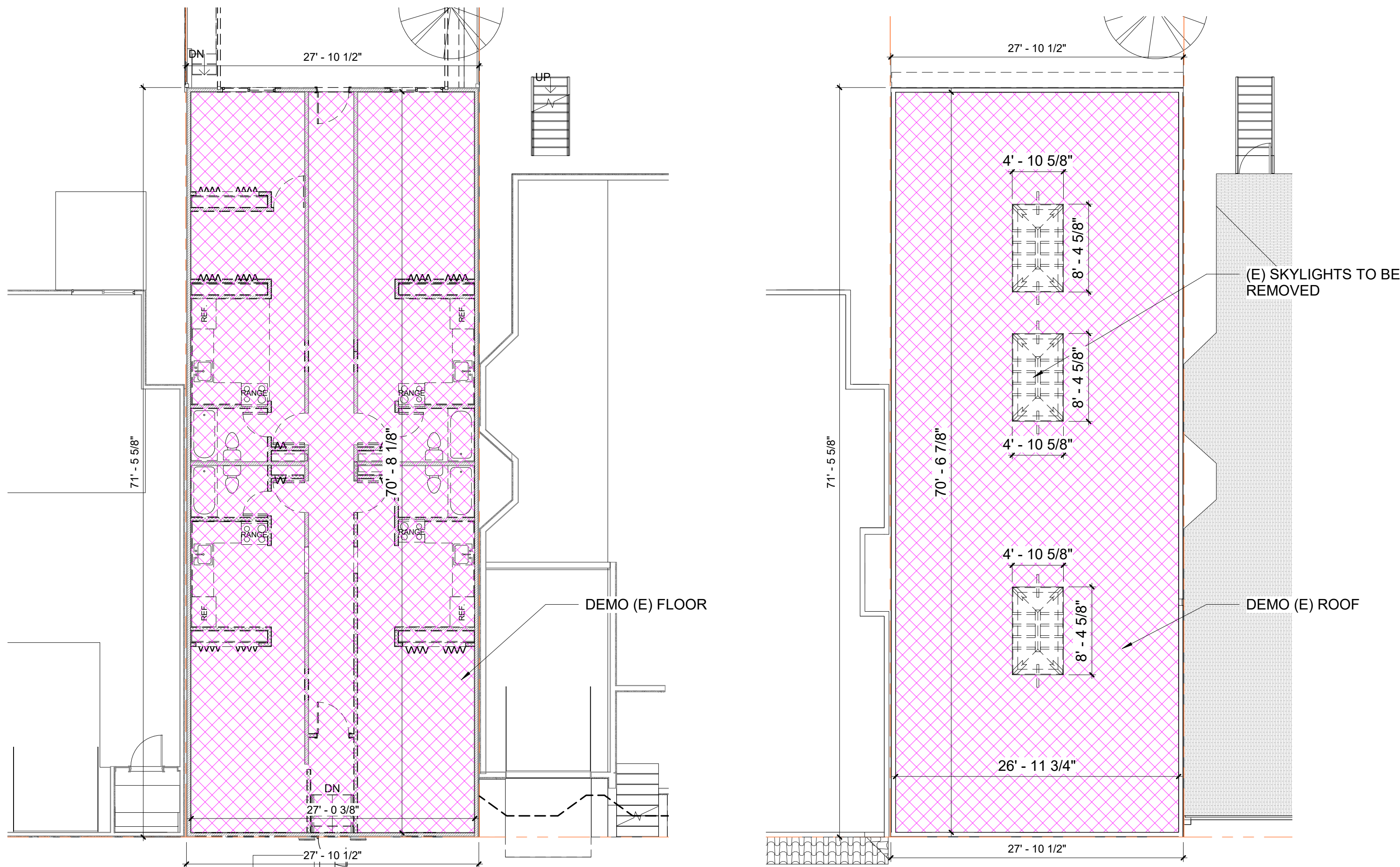
172 RUSS STREET
SAN FRANCISCO
CALIFORNIA 94103
415-391-1339
415-621-3393 f

MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

SITE PHOTOS

| | |
|--------|-----------|
| DATE: | 1-20-2020 |
| SCALE: | |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

A0.3



LEGEND

AREA REMOVED

DEMOLITION OF RESIDENTIAL BUILDINGS (Definition)

- A) A MAJOR ALTERATION OF A RESIDENTIAL BUILDING THAT PROPOSES:
1. THE REMOVAL OF MORE THAN 50% OF THE SUM OF THE FRONT FAÇADE AND REAR FAÇADE,
- AND ALSO
2. THE REMOVAL OF MORE THAN 65% OF THE SUM OF ALL EXTERIOR WALLS, MEASURED IN LINEAL FEET AT THE FOUNDATION LEVEL

- OR -

- B) A MAJOR ALTERATION OF A RESIDENTIAL BUILDING THAT PROPOSES:
1. THE REMOVAL OF MORE THAN 50% OF THE VERTICAL ENVELOPE ELEMENTS, AS MEASURED IN SQUARE FEET OF ACTUAL SURFACE AREA.
- AND ALSO
2. THE REMOVAL OF MORE THAN 50% OF THE HORIZONTAL ELEMENTS OF THE EXISTING BUILDING, AS MEASURED IN SQUARE FEET OF ACTUAL SURFACE AREA.

DEMOLITION CALCULATIONS

| WALL DEMOLITION CALCULATION (LINEAL FOOTAGE MEASUREMENT) SEC.317(b)(2)(B) | | | | | |
|---|-----------------|--|-----------|----------------|-------------|
| ELEMENT | <E> LENGTH (LF) | REMOVED (LF) MEASURED @ FOUNDATION LEVEL | % REMOVED | MAX. PERMITTED | MEETS CODE? |
| A: FRONT FACADE | 27'-10 1/2" | 9'-2" | 33% | 50% | YES |
| C: REAR FACADE | 27'-10 1/2" | 13'-0" | 47% | | |
| TOTALS FRONT & REAR: | 55'-9" | 22'-2" | 40% | | |

TOTAL FRONT & REAR ELEMENTS REMOVED: 40%

| | | | | | |
|---|--------------|--------|-----|-----|-----|
| B: SIDE 1 FACADE | 71'-5 5/8" | 0'-0" | 0% | 65% | YES |
| D: SIDE 2 FACADE | 71'-5 5/8" | 0'-0" | 0% | | |
| TOTALS SIDE 1 & 2: | 142'-11 1/4" | 0'-0" | 0% | | |
| TOTALS ALL FACADES: | 198'-8 1/4" | 22'-2" | 11% | | |
| TOTAL ALL SIDES ELEMENTS TO BE REMOVED: 11% | | | | | |

| WALL DEMOLITION CALCULATION (AREA MEASUREMENT) SEC.317(b)(2)(C) | | | | | |
|---|----------|---------|-----------|----------------|-------------|
| VERTICAL ELEMENTS | <E> AREA | REMOVED | % REMOVED | MAX. PERMITTED | MEETS CODE? |
| A: FRONT FACADE | 379 | 159 | 42% | 50% | YES |
| C: REAR FACADE | 357 | 83 | 23% | | |
| B: SIDE 1 FACADE | 1,139 | 0 | 0% | | |
| D: SIDE 2 FACADE | 815 | 8 | 1% | | |
| TOTALS: | 2,690 | 250 | 9% | | |
| TOTAL VERTICAL ELEMENTS TO BE REMOVED: 9% | | | | | |

| FLOOR DEMOLITION CALCULATION (AREA MEASUREMENT) SEC.317(b)(2)(C) | | | | | |
|--|----------|---------|-----------|----------------|-------------|
| HORIZONTAL ELEMENTS | <E> AREA | REMOVED | % REMOVED | MAX. PERMITTED | MEETS CODE? |
| E: BASEMENT | N/A | | | 50% | NO |
| E: FLOOR 1 | 1,914 | 1,914 | 100% | | |
| F: ROOF | 1,914 | 1914 | 100% | | |
| TOTALS: | 3,828 | 3,828 | 100% | | |
| TOTAL HORIZONTAL ELEMENTS TO BE REMOVED: 100% | | | | | |

THIS PROJECT IS NOT CONSIDERED AS DEMOLITION PER SAN FRANCISCO PLANNING CODE SEC. 317 (2) (B)

ISSUES

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GOLD MAN ARCHITECTS

172 RUSS STREET
SAN FRANCISCO
CALIFORNIA 94103
415-391-1339
415-621-3393 f

MISSOURI RESIDENCE

219-223 Missouri Street
San Francisco, CA 94107

DEMOLITION STUDY

DATE: 1-20-2020
SCALE: 1/8" = 1'-0"
DRAWN: GDG
JOB: 1607
SHEET: A0.4

OWNER / REPRESENTATIVE:

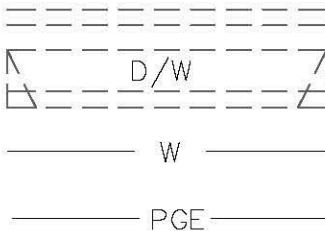
KAREN LUM
54 EDGEHILL WAY
SAN FRANCISCO, CA 94127

DATE OF SURVEY:

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED
UPON A FIELD SURVEY PERFORMED BY GL A CIVIL
ENGINEERS, INC., ON MAY 28, 2016.

LEGEND

| | |
|-----|---|
| --- | EXISTING PROPERTY LINE |
| --- | BUILDING LIMITS |
| OH | OVERHEAD ELECTRICAL/MUNI LINE (ASSUMED) |
| GAS | UNDERGROUND GAS LINE (ASSUMED) |
| SS | UNDERGROUND SANITARY SEWER LINE (ASSUMED) |



| | |
|-----|---|
| --- | EXISTING CONCRETE CURB |
| --- | EXISTING CONCRETE DRIVEWAY |
| --- | UNDERGROUND WATER LINE (ASSUMED) |
| --- | UNDERGROUND PACIFIC GAS & ELECTRIC LINE (ASSUMED) |

±0.00' CLR./OVER*
±0.00' CLR./OVER.**
±0.00' CLR./OVER.***
±0.00' CLR./OVER.****

MEASURED AT BLDG. CORNER/LINE TO PL.
MEASURED INSIDE FACE OF WOODEN FENCE TO PL.
MEASURED EDGE OF CONCRETE RTW./GND TO PL.
MEASURED INSIDE FACE OF CONCRETE RTW. TO PL.

MARIPOSA STREET (66.00' WIDE)

ASSESSOR'S BLOCK 4002

MISSOURI STREET (80.00' WIDE)

LOT 23

2-STORY BLDG.

215 MISSOURI ST., SF
DOC-2009-1857829-00
PEAK EL. = ±104.17 (PARAPET)
FLAT ROOF EL. = ±103.42
F.F. EL. = ±83.01 (FIRST FLOOR)
G.F.F. EL. = ±78.85

LOT 22

1-STORY BLDG. OVER BASEMENT

219-223 MISSOURI ST., SF
DOC-2010-1991248-00
PEAK EL. = ±96.81 (PARAPET)
FLAT ROOF EL. = ±96.51
F.F. EL. = ±87.02
LOT AREA = 2,800 SQ.FT.

LOT 21

3-STORY BLDG WITH ATTIC

225-227 MISSOURI ST., SF
DOC-2004-H872254-00
EAVE EL. = ±112.72
RIDGE EL. = ±124.22 (PEAK)
F.F. EL. = ±92.73 (FIRST FLOOR)
G.F.F. EL. = ± 84.20

UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORD DATA AND ARE APPROXIMATE ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ACTUAL LOCATION, TYPE, AND SIZE, TOGETHER WITH THE PRESENCE OF ANY ADDITIONAL UTILITY LINES NOT SHOWN ON THIS PLAN, SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR DURING CONSTRUCTION. PRIOR TO ANY DIGGING, CALL U.S.A. (1-800-642-2444) AT LEAST 48 HOURS IN ADVANCE TO HAVE EXISTING UNDERGROUND UTILITIES MARKED.

18TH STREET (66.00' WIDE)

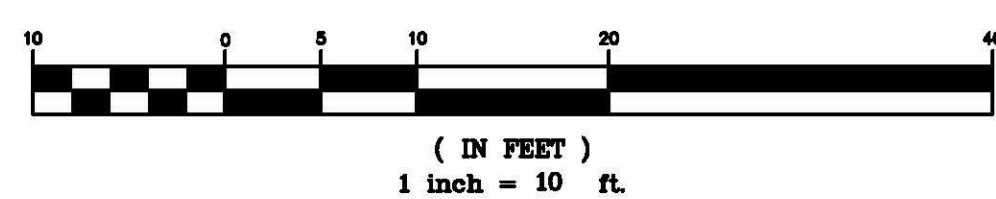
BENCHMARK @ SW CORNER OF 17TH STREET & MISSOURI STREET

BM 11656, FOUND CCSF STANDARD 1/2" DOMED STAINLESS ANCHOR SCREW WITH WASHER
STAMPED "CCSF CONTROL" ELEVATION = 23.475, WAS USED AS BASIS OF ELEVATION FOR THIS SURVEY.

BASIS OF SURVEY

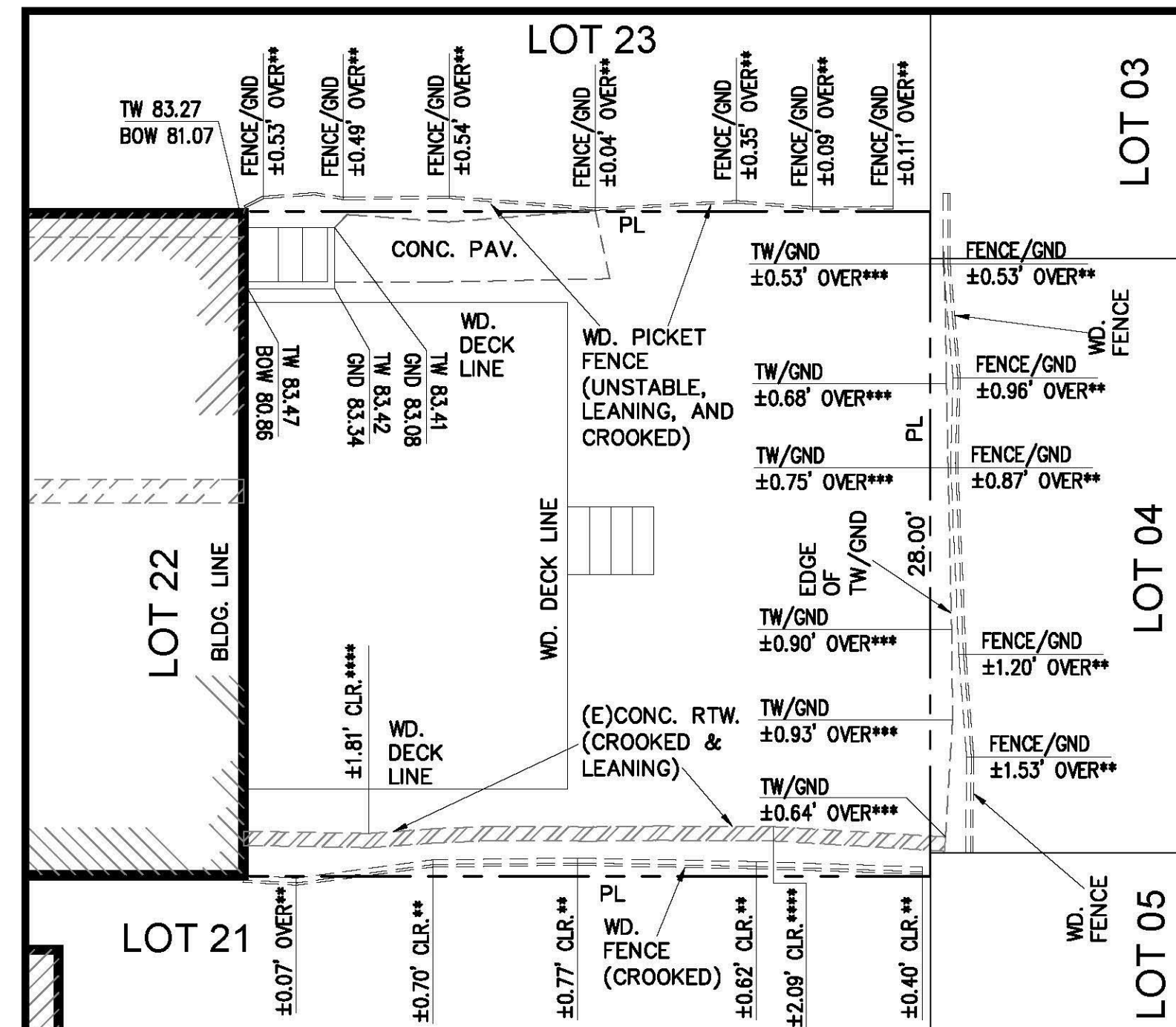
FOUND SURVEY MARKERS PER CITY OF SAN FRANCISCO MONUMENT MAP NOS. 311 AND 324,
FILED AT THE CITY ENGINEERS OFFICE, WAS USED AS BASIS FOR THIS SURVEY.

GRAPHIC SCALE



VICINITY MAP

NOT TO SCALE



DETAIL "1"

N.T.S.

NOTES:

- RECORD OWNERSHIP INFORMATION WAS TAKEN FROM GRANT DEED, DOC-2010-1991248-00, REEL K177 O.R. IMAGE 0272, DATED JULY 1, 2010.
- BOUNDARY INFORMATION IS COMPILED FROM RECORD AND FIELD DATA.
- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- PROPERTY LINE TO MONUMENT LINE MEASURED DISTANCES WERE BASED UPON FOUND SURVEY MARKS, CURB SPLITS AND BUILDING OCCUPATIONS.
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- REFERENCE MAPS: MONUMENT MAP NOS. 311 AND 324, GRADE MAP NO. 311, 128 CM 43-44, AND 20 PM 108.
- ENCROACHMENT FROM/ONTO THE ADJOINING PROPERTIES THAT MAY EXIST OR MAY BE CONSTRUCTED IS HEREBY ACKNOWLEDGED AND IT SHALL THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES WHICH MAY ARISE THERE FROM. THIS MAP DOES NOT CONVEY ANY INTEREST IN SUCH ENCROACHMENT AREAS TO THE PROPERTY OWNER(S).
- PROPERTY AND RIGHT-OF WAY SHOWN HEREON ARE BASED ON RECORD DATA AND NOT INTENDED TO BE A DETAILED FINAL SURVEY OF THE PROPERTY.
- THIS MAP DOES NOT CONSTITUTE A COMPLETE BOUNDARY AND IS NOT SUFFICIENT FOR SETTING OF PROPERTY CORNERS.
- ALL LIGHT-WELLS LOCATIONS ARE APPROXIMATE UNLESS OTHERWISE NOTED.
- BUILDING FOOTPRINTS SHOWN ARE TAKEN AT GROUND LEVEL UNLESS OTHERWISE NOTED.

ABBREVIATIONS

| | | | |
|---------|----------------------|-----------|------------------------|
| ADJ. | ADJACENT | L/W | LIGHT-WELL |
| APPROX. | APPROXIMATE | (M)/MEAS. | MEASURE |
| BC | BENCHMARK | NTS | NOT TO SCALE |
| BL | BUILDING LINE | PAV. | PAVEMENT |
| BLDG. | BUILDING | PL | PROPERTY LINE |
| BW | BACK OF WALK | PT | POWER POLE |
| BOW | BOTTOM OF WALL | RTW. | RETAINING WALL |
| CONC. | CONCRETE | SSMH | SANITARY SEWER MANHOLE |
| CL | CENTERLINE | S/W | SIDEWALK |
| CLR. | CLEAR | TC | TOP OF CURB |
| (D) | DEED | TR-WL | TOP OF WALL |
| D/W | DRIVEWAY | TYP. | TYPICAL |
| EL. | ELEVATION | WBX | WATER BOX |
| EP | EDGE OF PAVEMENT | WD. | WOODEN |
| (E)/EX | EXISTING | WV | WATER VALVE |
| F.F. | FINISH FLOOR | (D) | PER DEED |
| FH | FIRE HYDRANT | () | PER RECORD |
| FL | FLOW LINE | | |
| G.F.F. | GARAGE FINISH FLOOR | | |
| GND | GROUND | | |
| GV | GAS VALVE | | |
| GM | GRADE MAP (PER CITY) | | |



DESIGNED BY:

DRAWN BY:

CHECKED BY:

SCALE:

BY DATE

DESCRIPTION

GL A CIVIL ENGINEERS, INC.

414 MASON STREET, SUITE 404

SAN FRANCISCO, CA 94102

TEL. NO. (415) 956-6707

EMAIL:

PROJECT TITLE:

219-223 MISSOURI STREET

SAN FRANCISCO, CALIFORNIA 94107

CLIENT:

KAREN LUM

LOT 22, BLOCK 4002

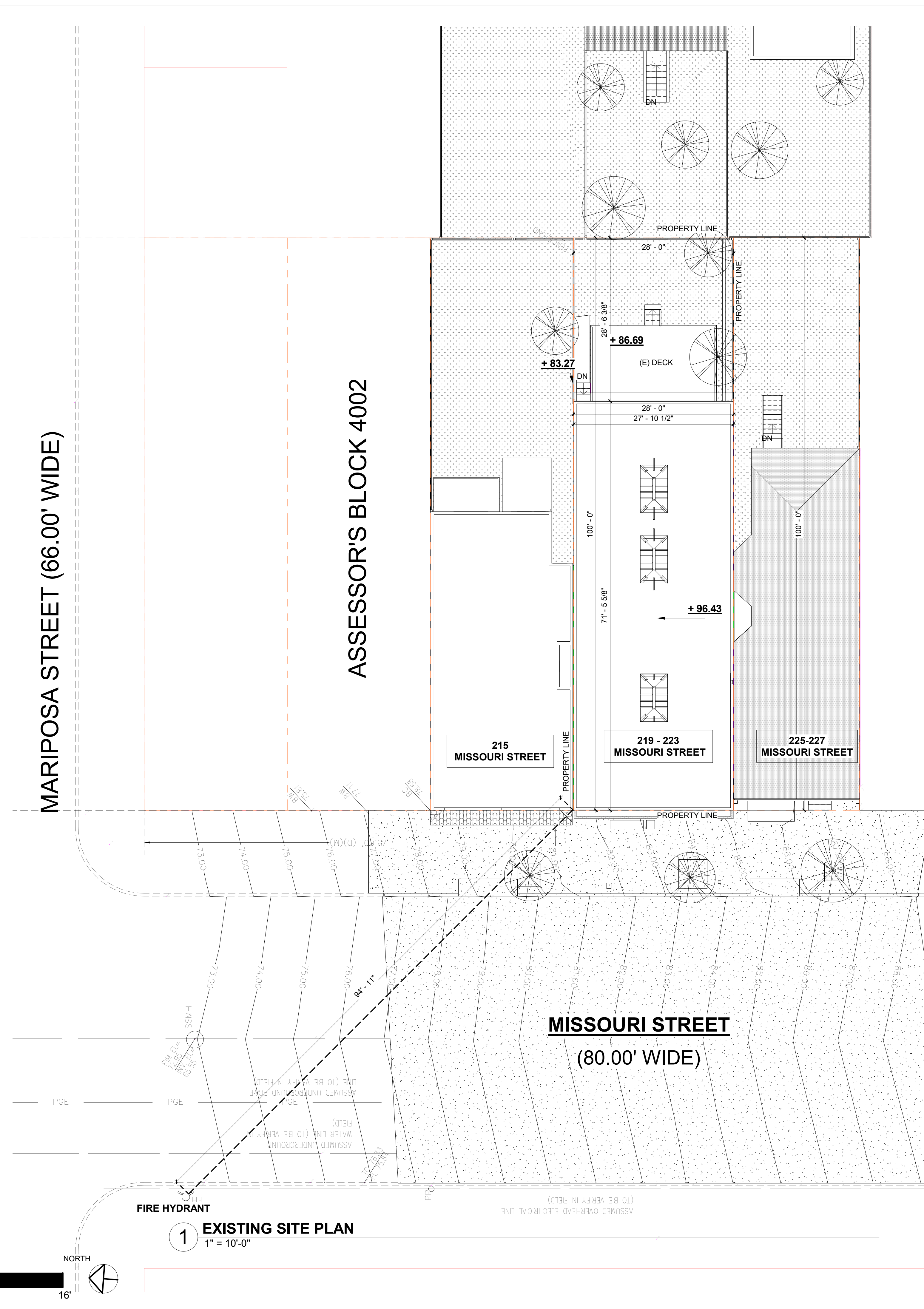
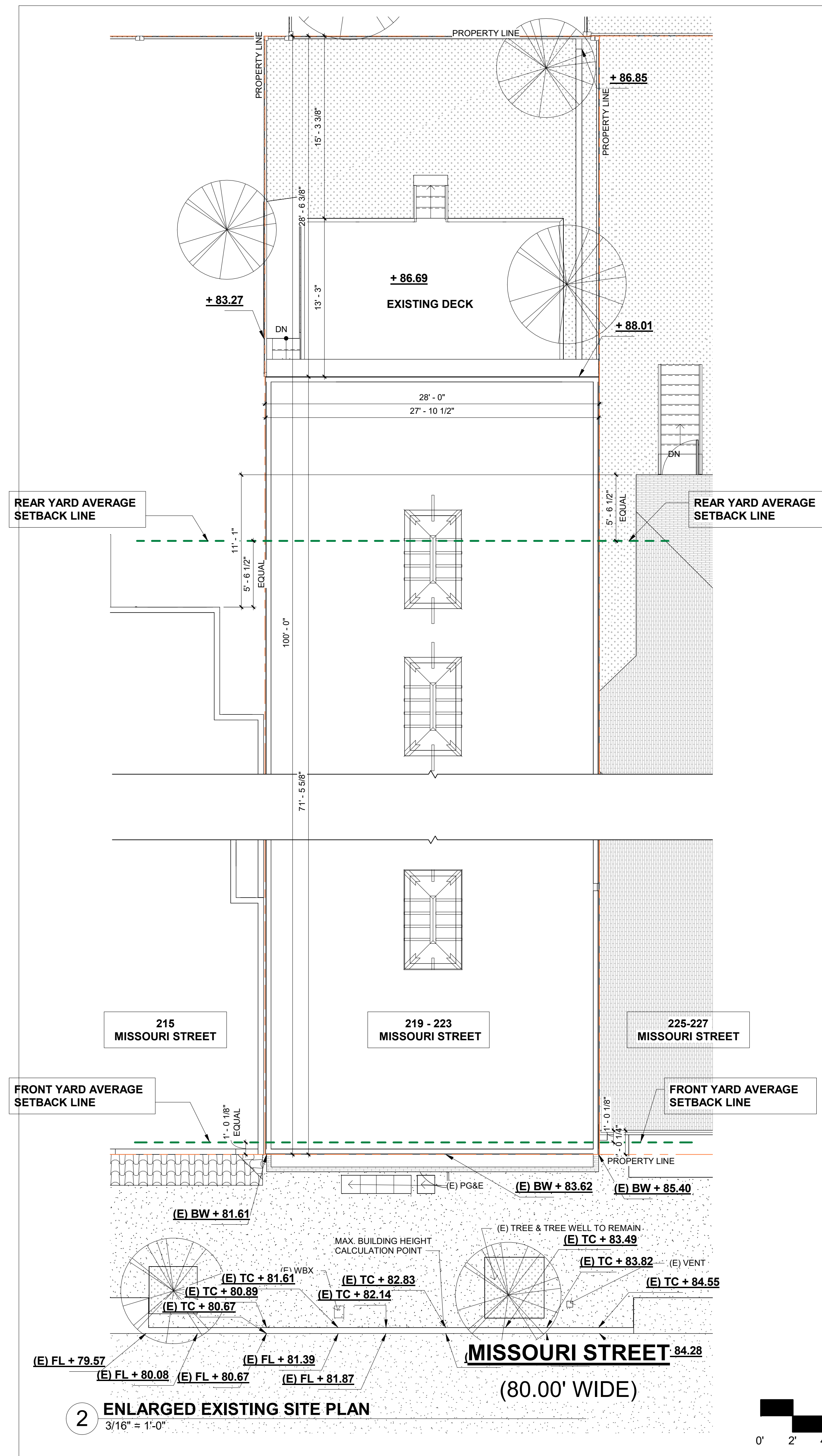
DRAWING TITLE:

TOPOGRAPHIC SURVEY PLAN

SHEET

C-1

OF 1 SHEET



| | ISSUES |
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172 RUSS STREET
SAN FRANCISCO
CALIFORNIA 94103
415-391-1339
415-621-3393 f

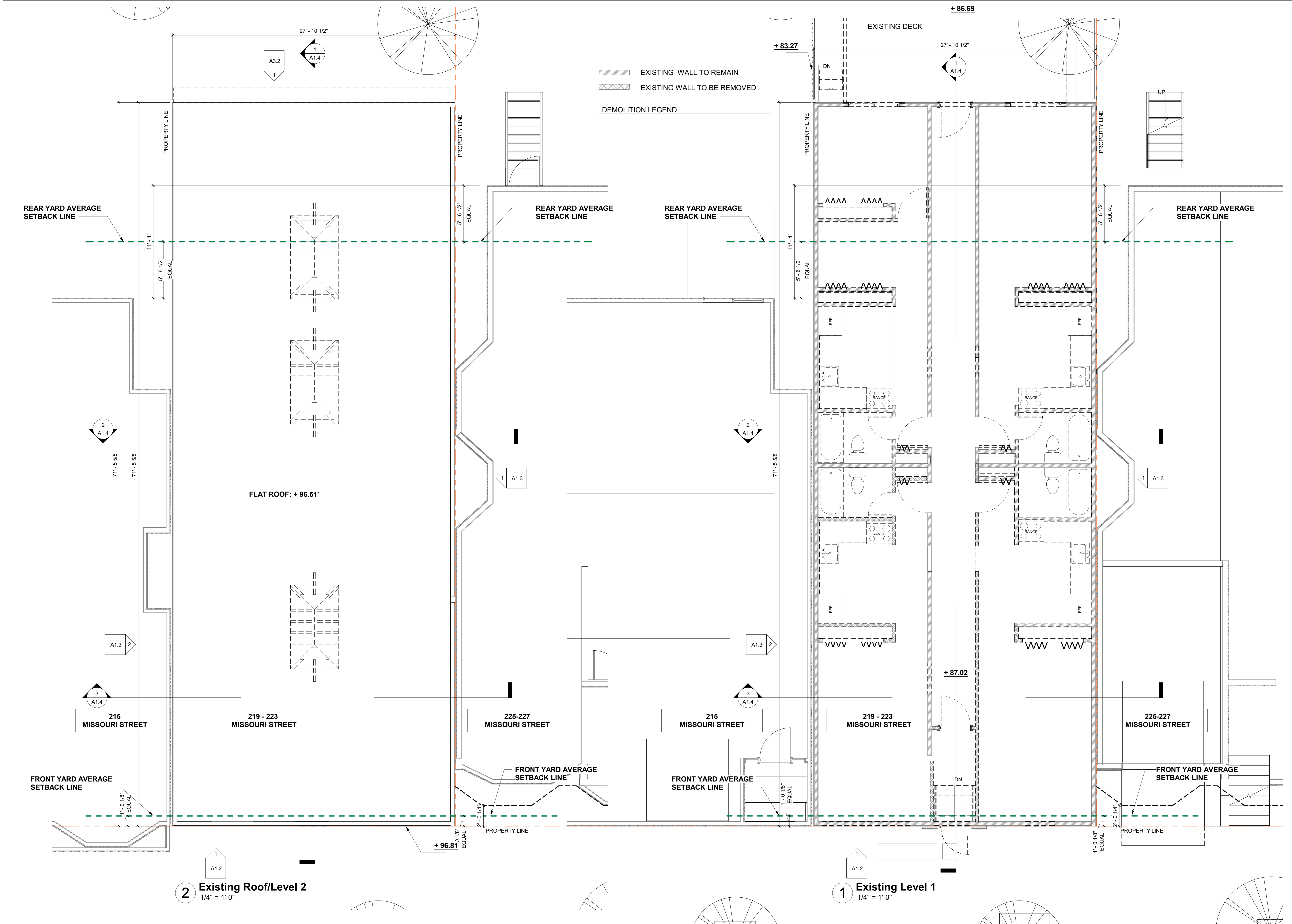
MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

EXISTING SITE PLAN

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| DATE: | 1-20-2020 |
| SCALE: | As indicated |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

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SAN FRANCISCO
CALIFORNIA 94103
415-391-1339
415-621-3393 f

MISSOURI RESIDENCE

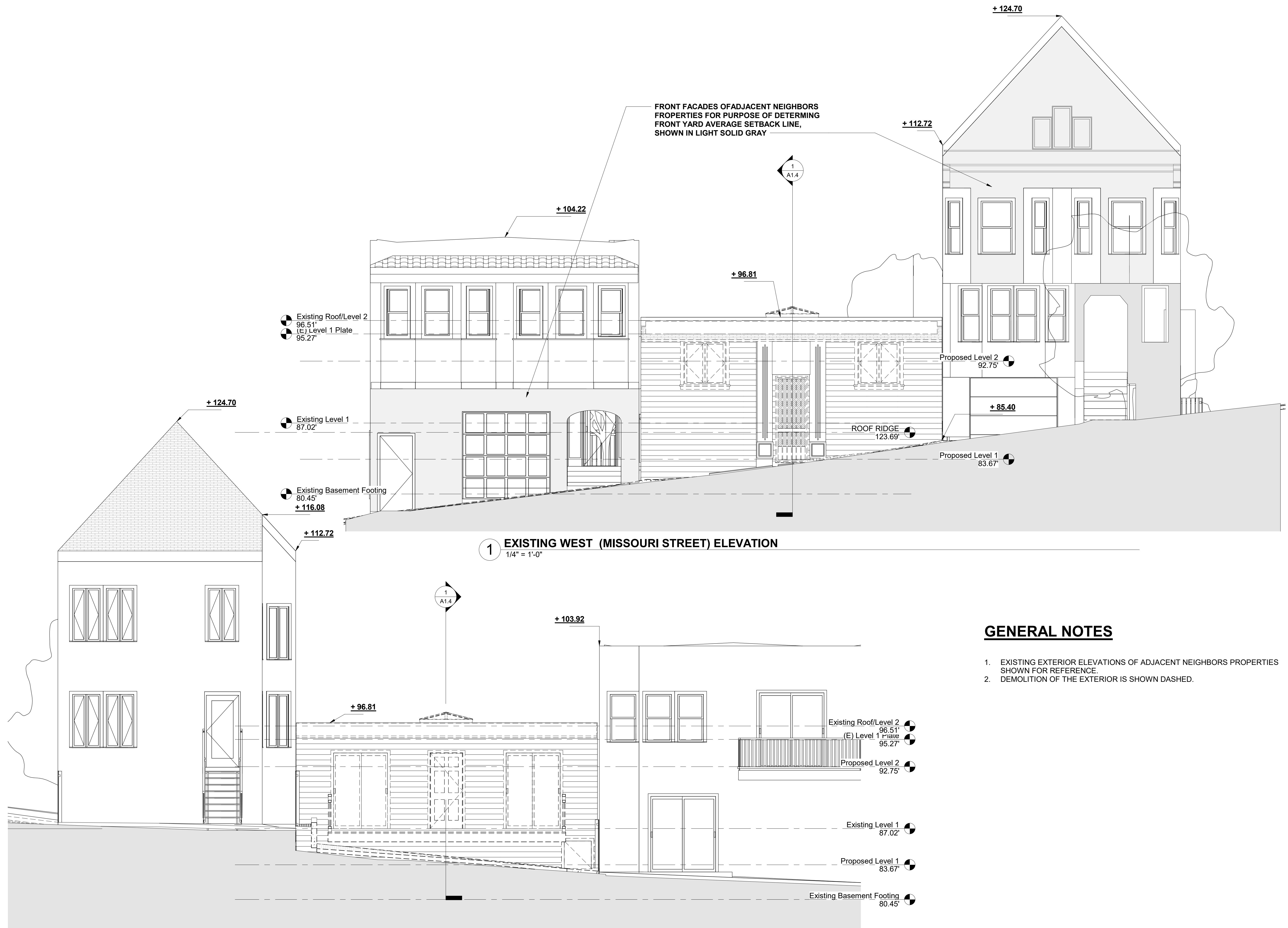
219-223 Missouri Street
San Francisco, CA 94107

EXISTING FIRST & SECOND FLOOR PLAN

| | |
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| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

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| ISSUES | |
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**GOLD
MAN**
ARCHITECTS

172 RUSS STREET
SAN FRANCISCO
CALIFORNIA 94103
415-391-1339
415-621-3393 f

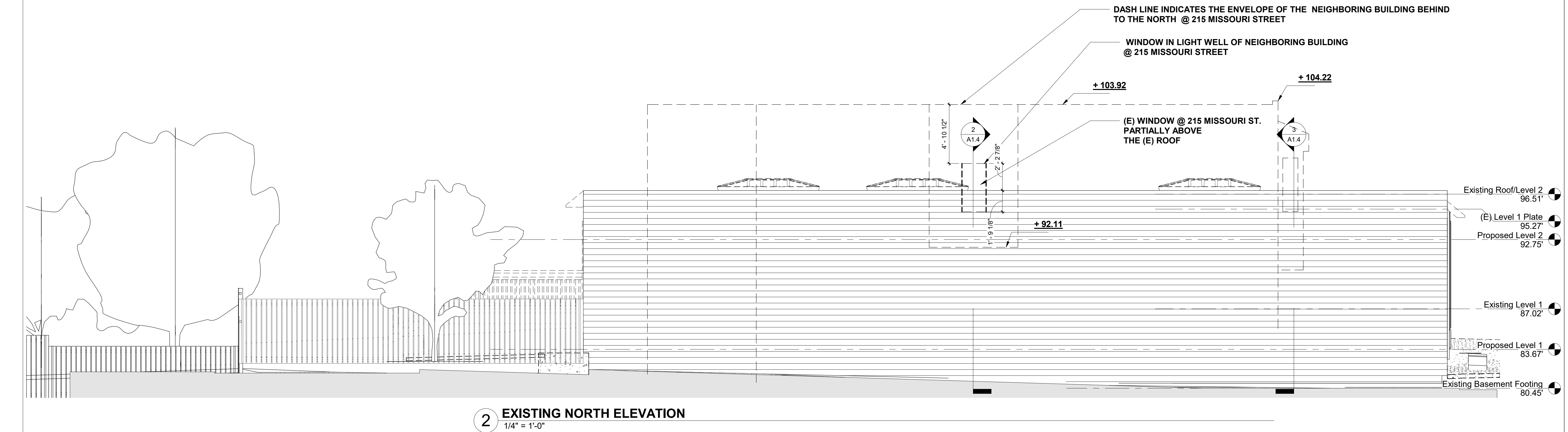
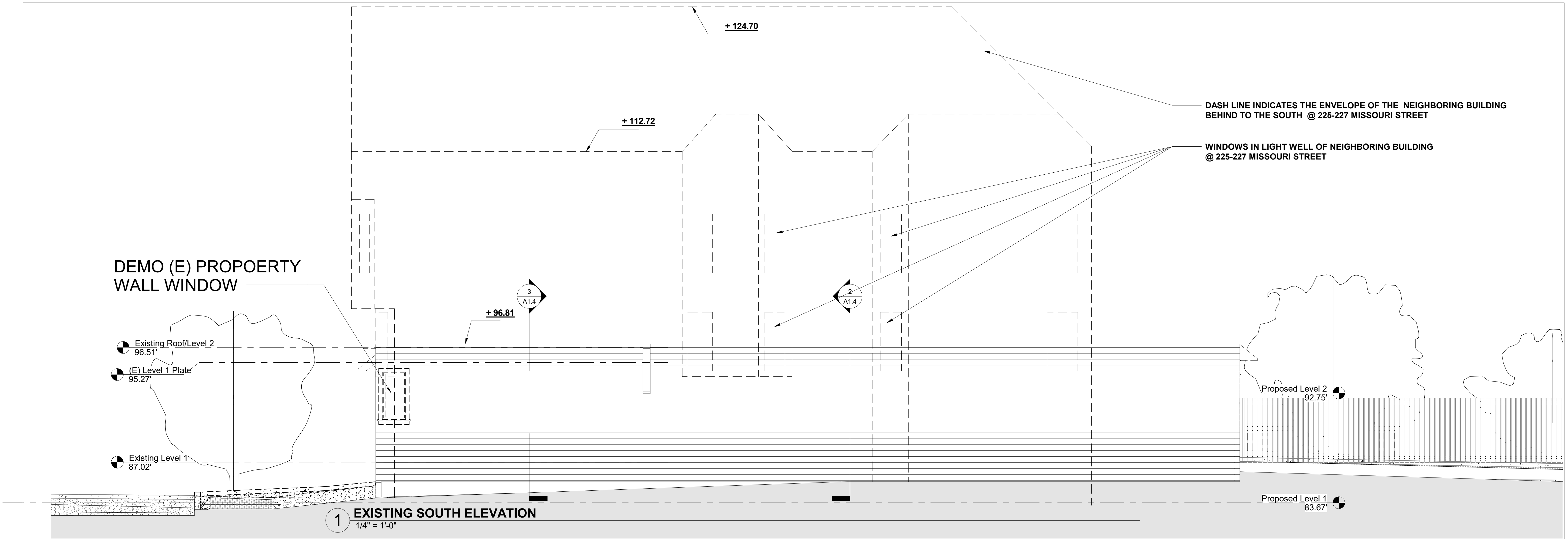
MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

**EXISTING WEST & EAST
ELEVATIONS**

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| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

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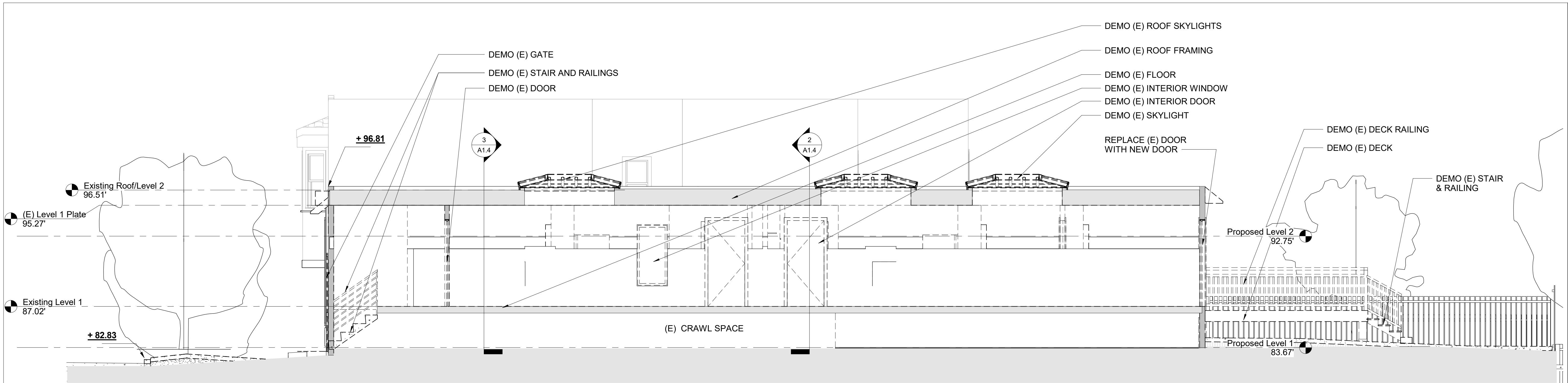
172 RUSS STREET
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MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

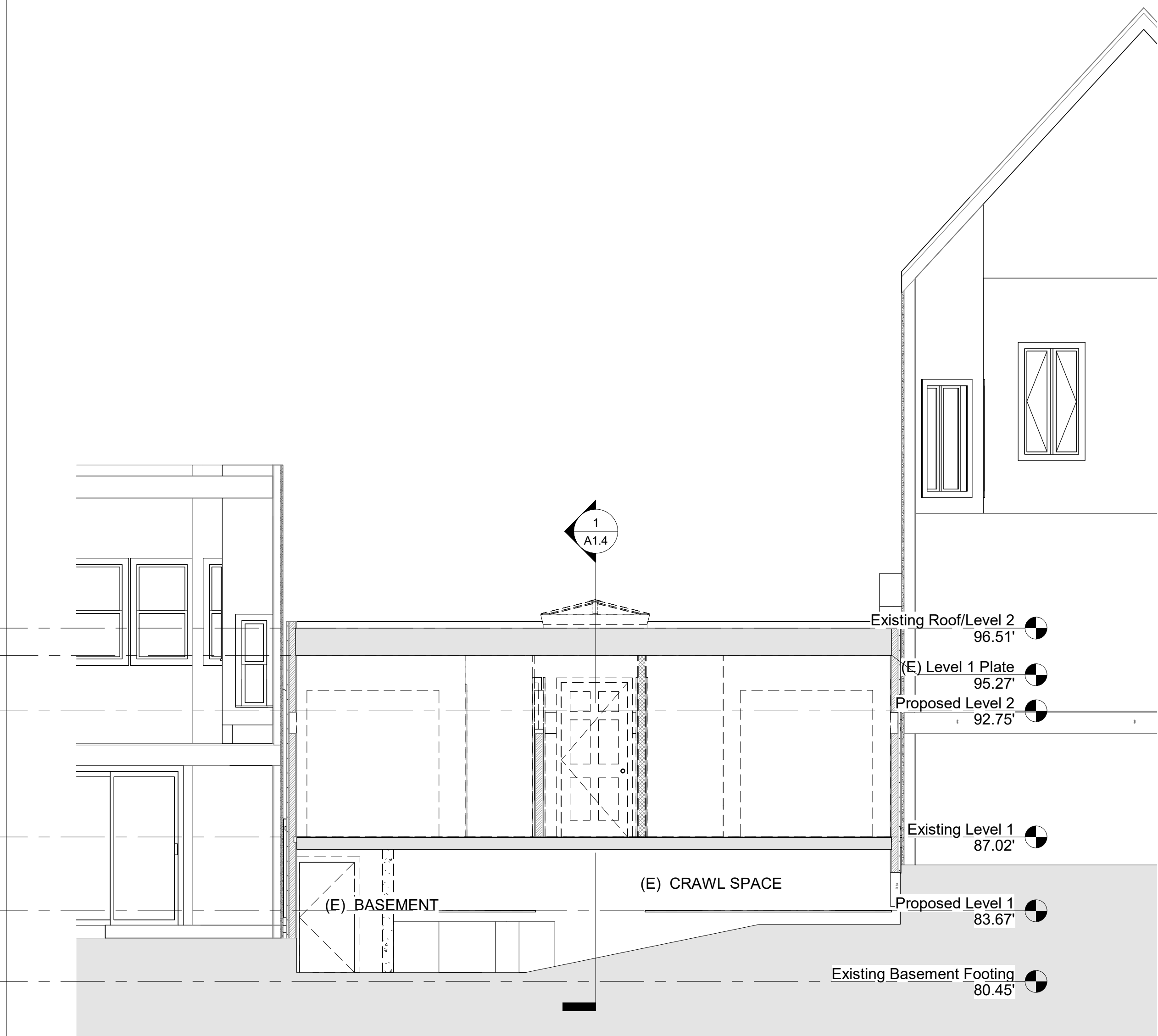
EXISTING SOUTH &
NORTH ELEVATIONS

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| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
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| JOB: | 1607 |
| SHEET: | |

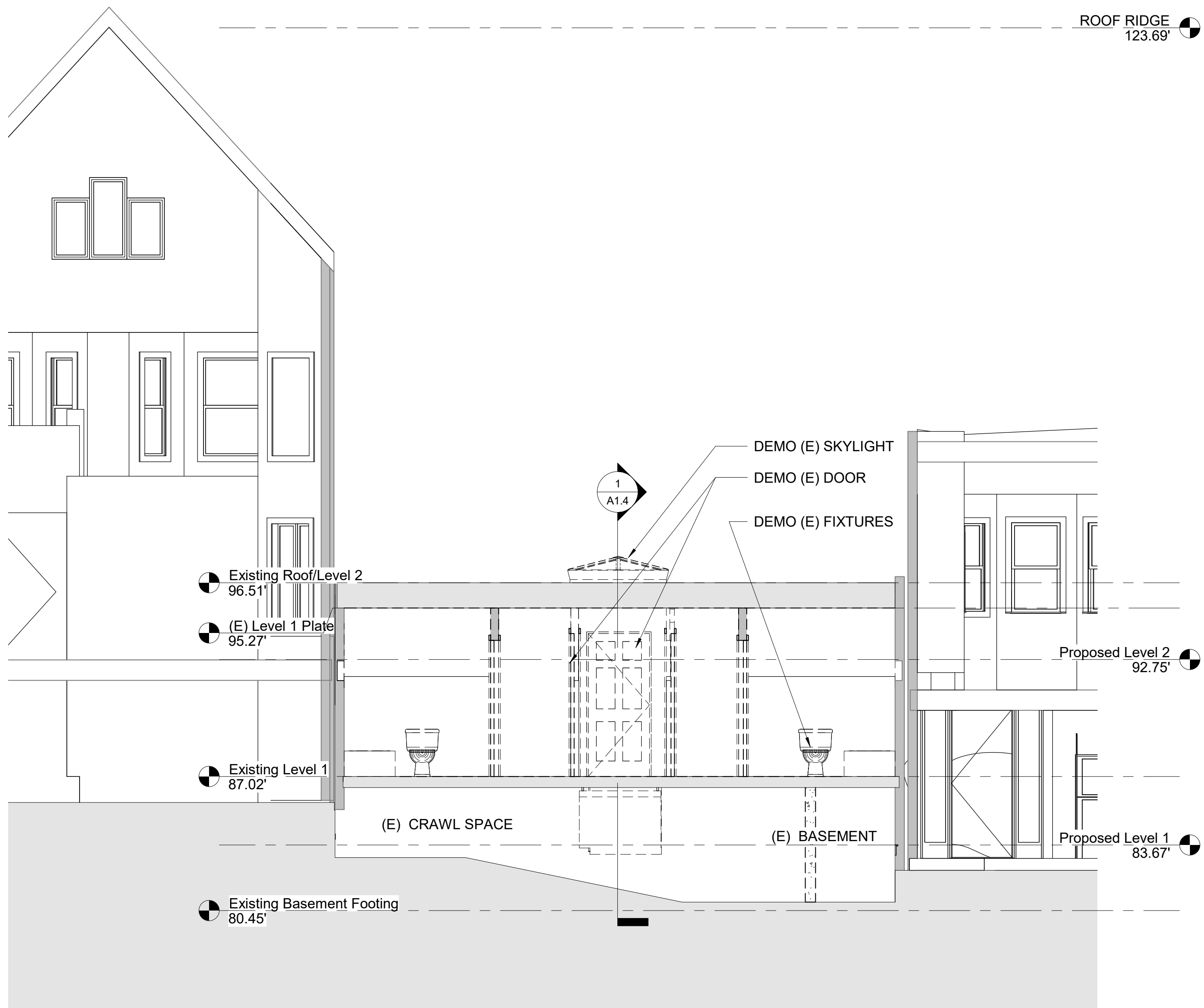
A1.3



1 EXISTING LONGITUDINAL SECTION
1/4" = 1'-0"



3 EXISTING CROSS SECTION
1/4" = 1'-0"



2 EXISTING CROSS SECTION 1
1/4" = 1'-0"

| ISSUES | |
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172 RUSS STREET
SAN FRANCISCO
CALIFORNIA 94103
415-391-1339
415-621-3393 f

MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

EXISTING BUILDING
SECTIONS

| | |
|--------|--------------|
| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

A1.4

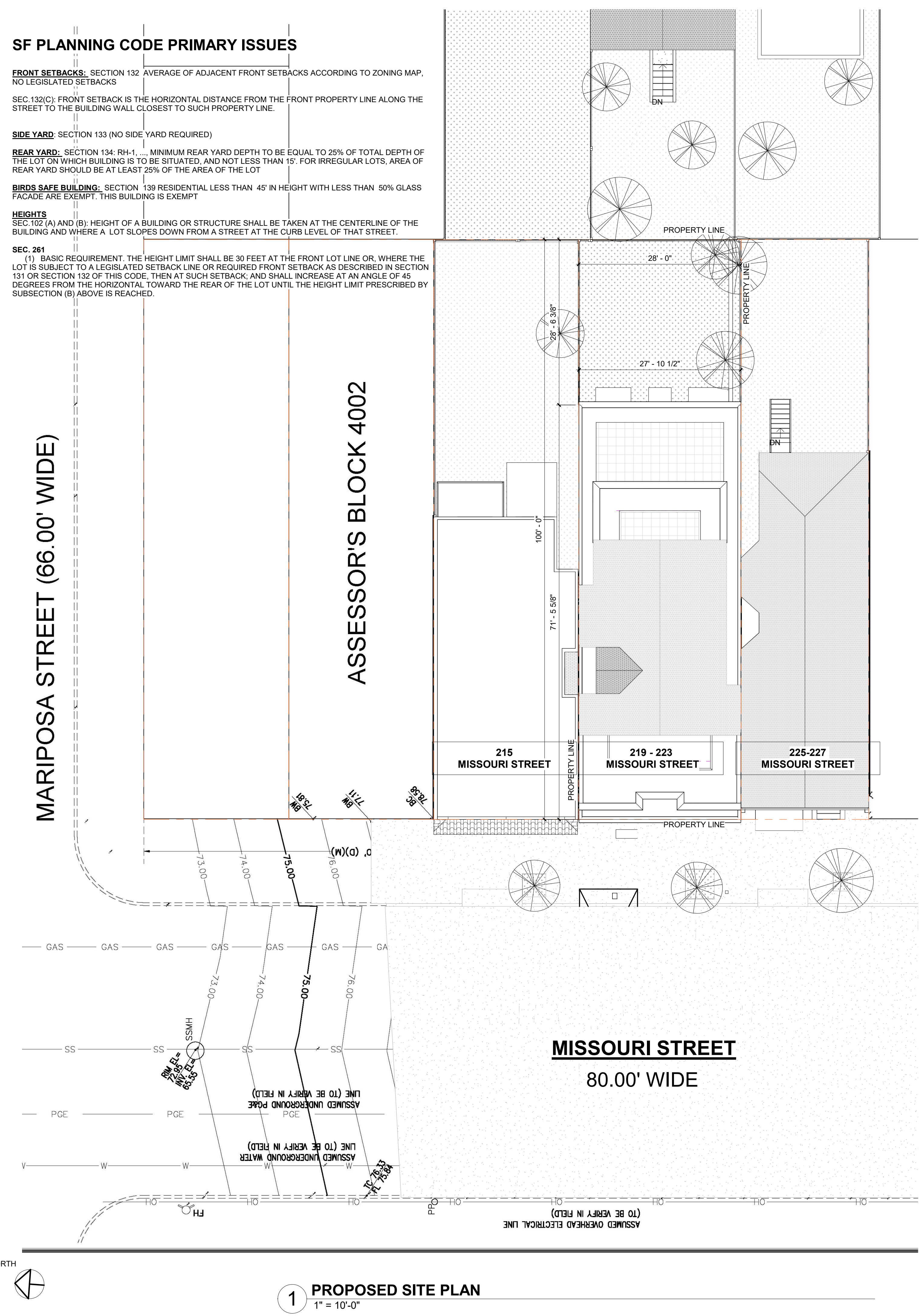
**GOLD
MAN**
ARCHITECTS

■ ■ ■

172 RUSS STREET
SAN FRANCISCO
CALIFORNIA 94103
415-391-1339
415-621-3393 f

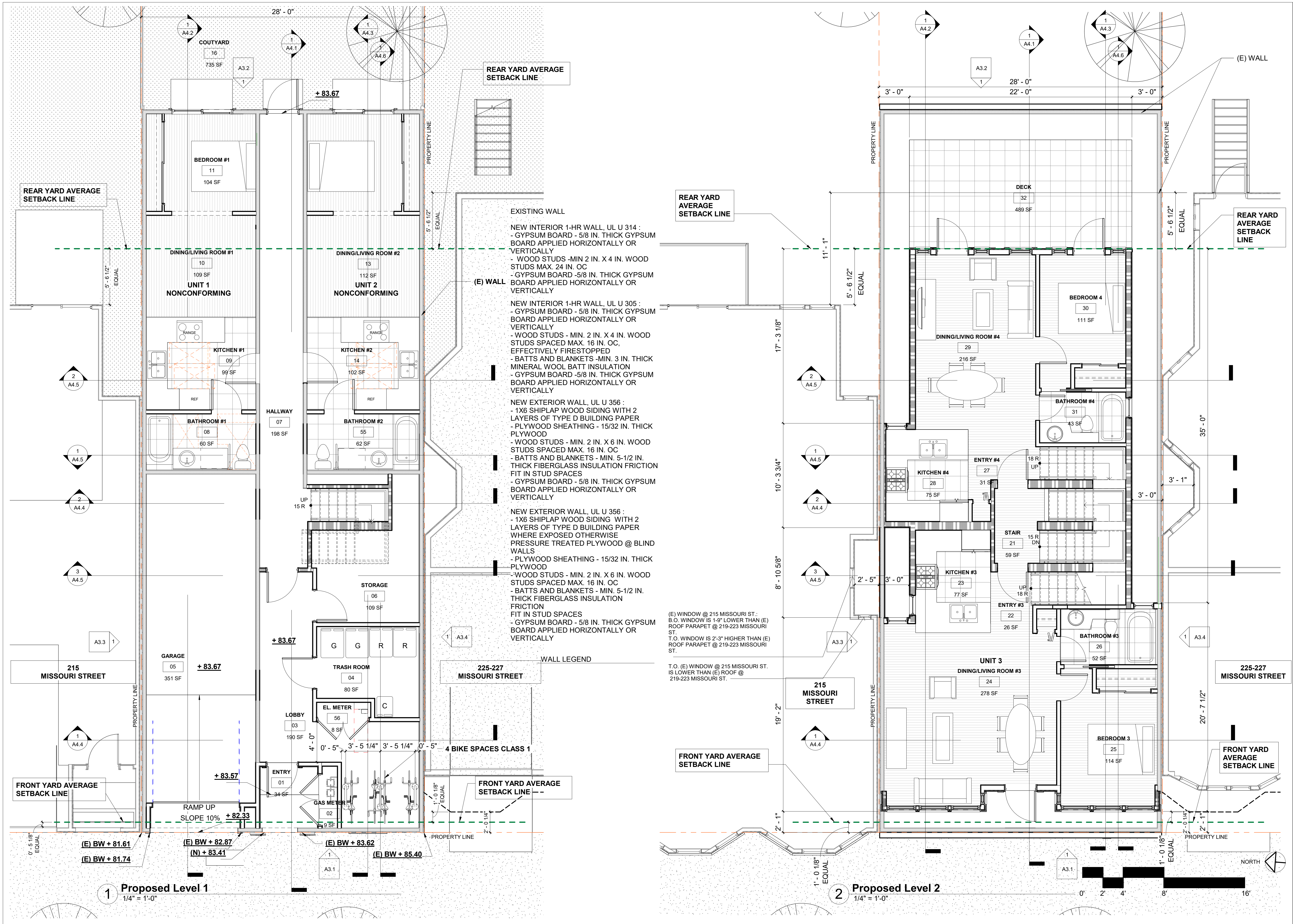
PROPOSED SITE PLAN

A2.0



(1) "BASIC REQUIREMENT": THE HEIGHT LIMIT SHALL BE 30 FEET AT THE FRONT LOT LINE OR, WHERE THE LOT IS SUBJECT TO A LEGISLATED SETBACK LINE OR REQUIRED FRONT SETBACK AS DESCRIBED IN SECTION 131 OR SECTION 132 OF THIS CODE, THEN AT SUCH SETBACK; AND SHALL INCREASE AT AN ANGLE OF 45 DEGREES FROM THE HORIZONTAL TOWARD THE REAR OF THE LOT UNTIL THE HEIGHT LIMIT PRESCRIBED BY SUBSECTION (B) ABOVE IS REACHED.

1 PROPOSED SITE PLAN



ISSUES

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GOLD
MAN

ARCHITECTS

172 RUSS STREET
SAN FRANCISCO
CALIFORNIA 94103
415-391-1339
415-621-3393 f

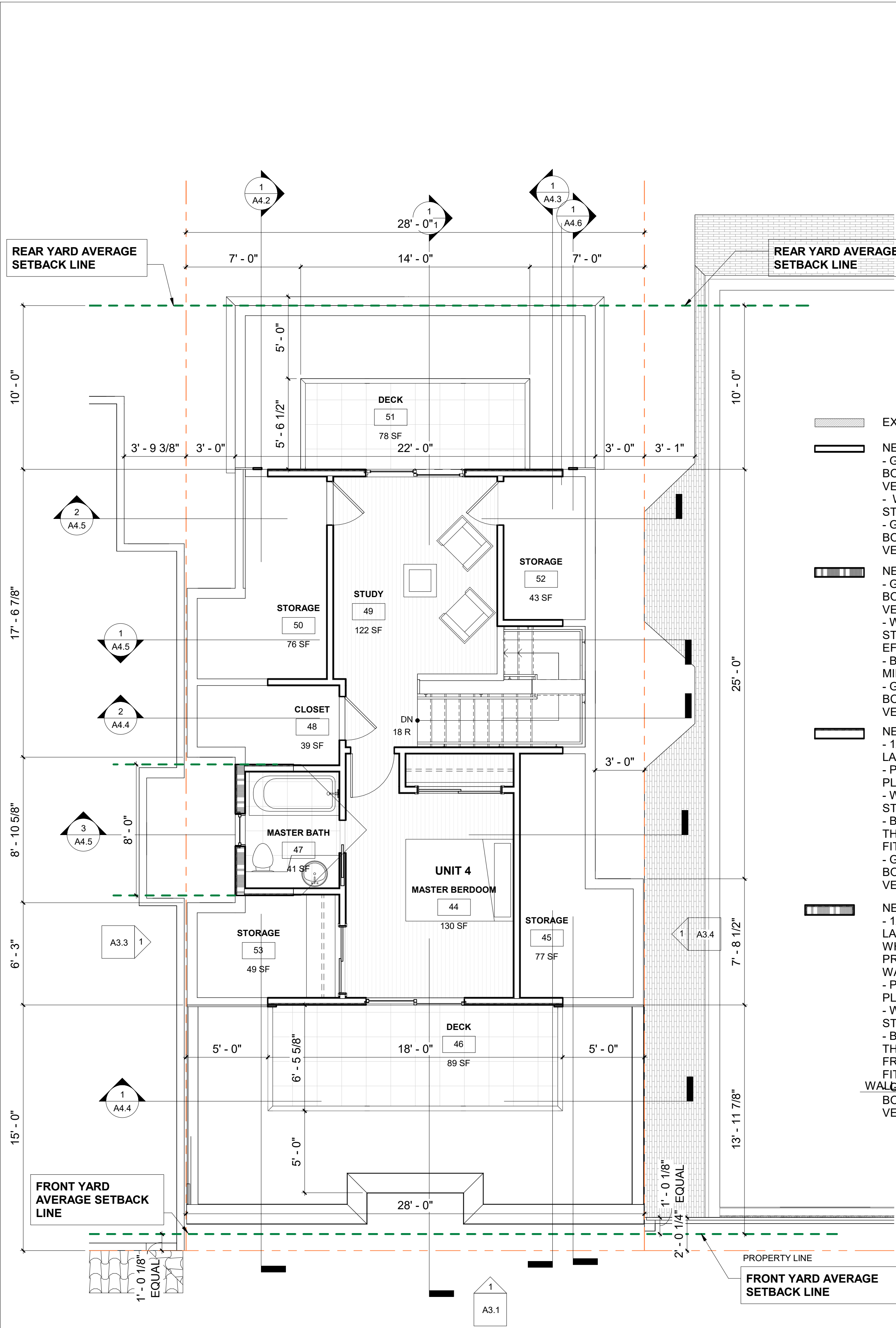
MISSOURI RESIDENCE

219-223 Missouri Street
San Francisco, CA 94107

PROPOSED FIRST &
SECOND FLOOR PLAN

DATE: 1-20-2020
SCALE: 1/4" = 1'-0"
DRAWN: GDG
JOB: 1607
SHEET: A2.1

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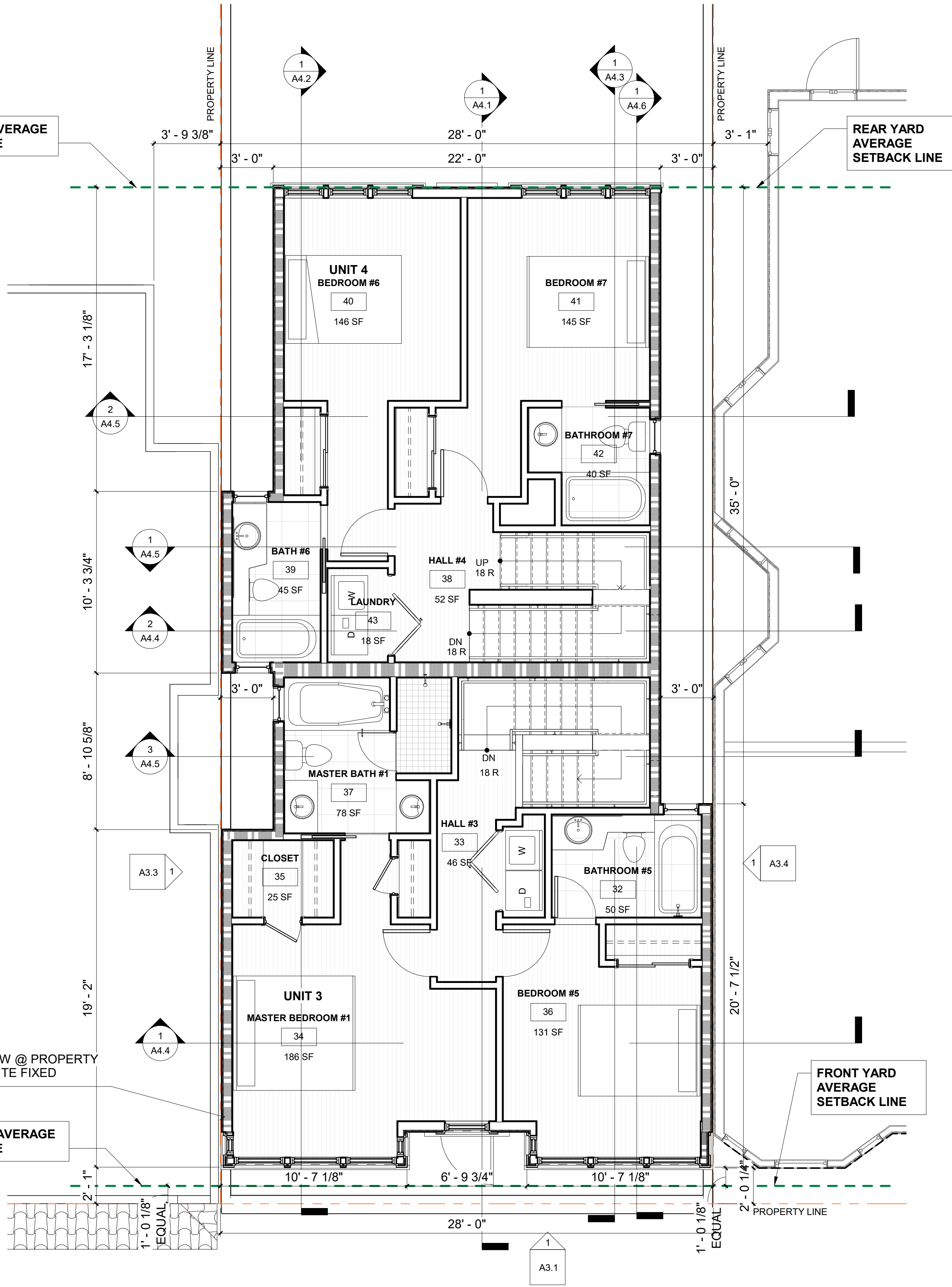


2 LEVEL 4
1/4" = 1'-0"

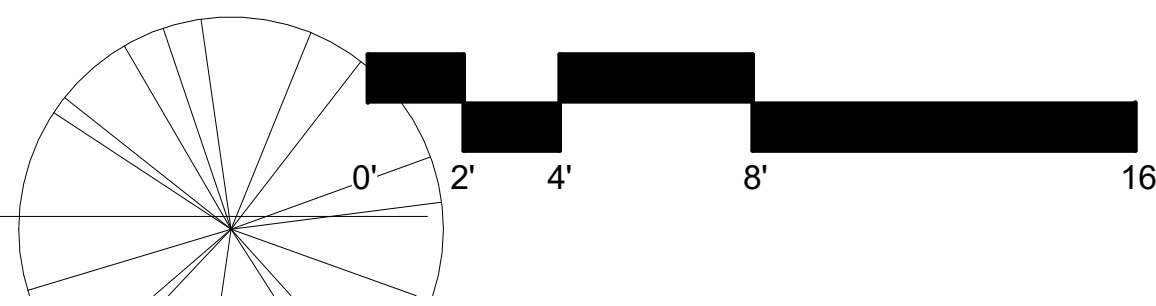
- EXISTING WALL
- NEW INTERIOR 1-HR WALL, UL U 314 :
 - GYPSUM BOARD - 5/8 IN. THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY
 - WOOD STUDS -MIN 2 IN. X 4 IN. WOOD STUDS MAX. 24 IN. OC
 - GYPSUM BOARD -5/8 IN. THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY
- NEW INTERIOR 1-HR WALL, UL U 305 :
 - GYPSUM BOARD - 5/8 IN. THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY
 - WOOD STUDS - MIN. 2 IN. X 4 IN. WOOD STUDS SPACED MAX. 16 IN. OC, EFFECTIVELY FIRESTOPPED
 - BATTS AND BLANKETS -MIN. 3 IN. THICK MINERAL WOOL BATT INSULATION
 - GYPSUM BOARD -5/8 IN. THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY
- NEW EXTERIOR WALL, UL U 356 :
 - 1X6 SHIPLAP WOOD SIDING WITH 2 LAYERS OF TYPE D BUILDING PAPER
 - PLYWOOD SHEATHING - 15/32 IN. THICK PLYWOOD
 - WOOD STUDS - MIN. 2 IN. X 6 IN. WOOD STUDS SPACED MAX. 16 IN. OC
 - BATTS AND BLANKETS - MIN. 5-1/2 IN. THICK FIBERGLASS INSULATION FRICTION FIT IN STUD SPACES
 - GYPSUM BOARD - 5/8 IN. THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY
- NEW EXTERIOR WALL, UL U 356 :
 - 1X6 SHIPLAP WOOD SIDING WITH 2 LAYERS OF TYPE D BUILDING PAPER WHERE EXPOSED OTHERWISE PRESSURE TREATED PLYWOOD @ BLIND WALLS
 - PLYWOOD SHEATHING - 15/32 IN. THICK PLYWOOD
 - WOOD STUDS - MIN. 2 IN. X 6 IN. WOOD STUDS SPACED MAX. 16 IN. OC
 - BATTS AND BLANKETS - MIN. 5-1/2 IN. THICK FIBERGLASS INSULATION FRICTION FIT IN STUD SPACES
 - GYPSUM BOARD - 5/8 IN. THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY

WOOD WINDOW @ PROPERTY LINE, W/FIRELITE FIXED GLAZING

FRONT YARD AVERAGE SETBACK LINE



1 LEVEL 3
1/4" = 1'-0"



| ISSUES | |
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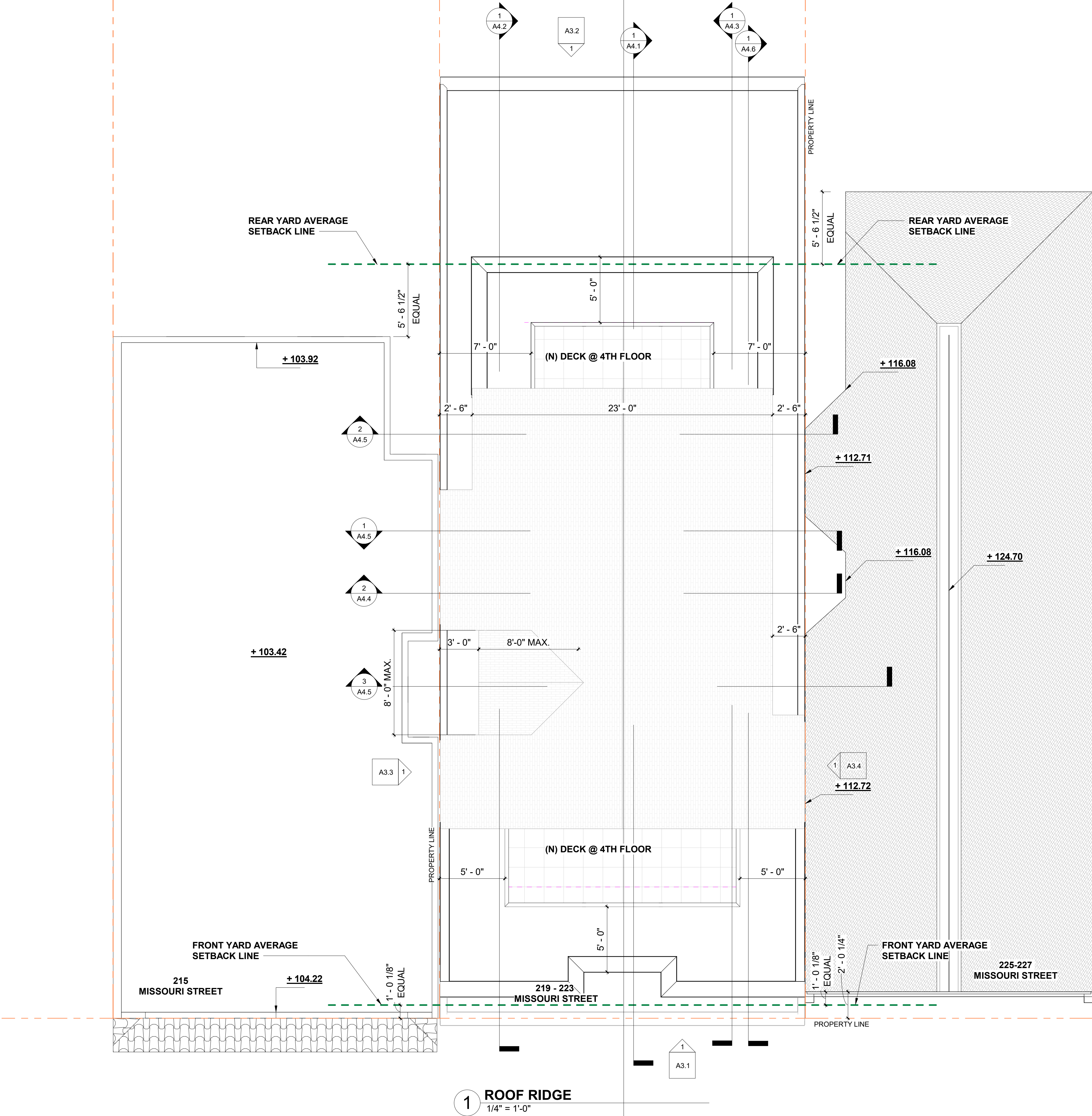
GOLD MAN ARCHITECTS
172 RUSS STREET
SAN FRANCISCO
CALIFORNIA 94103
415-391-1339
415-621-3393 f

MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

PROPOSED THIRD & FOURTH FLOOR PLAN


| | |
|--------|--------------|
| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

A2.2



- ROOF VENTILATION NOTES:**
2016 CBC, SECTION 1203
1. ENCLOSED ATTICS, AND ENCLOSED RAFTER SPACES FORMED WHERE CEILINGS ARE APPLIED DIRECTLY TO THE UNDERSIDE OF ROOF FRAMING MEMBERS, SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE BY VENTILATION OPENINGS, PROTECTED AGAINST THE ENTRANCE OF RAIN AND SNOW, UNLESS DETERMINED NOT NECESSARY BY THE BUILDING OFFICIAL DUE TO ATMOSPHERIC OR CLIMATIC CONDITIONS.
2. VENTILATION OPENINGS SHALL BE BETWEEN 1/16" AND 1/4". IF VENTILATION OPENINGS ARE LARGER THAN 1/4" PROVIDE CORROSION-RESISTANT WIRE CLOTH SCREENING, HARDWARE CLOTH, OR SIMILAR MATERIAL WITH 1/16" TO 1/4" OPENINGS.
3. BLOCKING AND BRIDGING SHALL BE ARRANGED SO AS NOT TO INTERFERE WITH THE MOVEMENT OF AIR.
4. AN AIRSPACE OF NOT LESS THAN 1" SHALL BE PROVIDED BETWEEN THE INSULATION AND THE ROOF SHEATHING.
5. THE NET FREE VENTILATION AREA SHALL NOT BE LESS THAN 1/150TH OF THE AREA OF THE SPACE VENTILATED, EXCEPT THAT:
A. THE NET FREE VENTILATION AREA MAY BE REDUCED TO 1/300TH IF EITHER:
-50 TO 80% IS LOCATED IN THE UPPER PORTION OF THE VENTILATED SPACE AT LEAST 3' ABOVE THE REMAINING VENTILATION LOCATED AT THE EAVE OR CORNICE VENTS.
-CLASS 1 OR 2 VAPOR BARRIER IS INSTALLED ON THE WARM-IN-WINTER SIDE OF THE CEILING.

| ISSUES | |
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| 6 | |



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MAN
ARCHITECTS

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MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

ROOF PLAN

| | |
|--------|--------------|
| DATE: | 1-20-2020 |
| SCALE: | As indicated |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

A2.3



1 PROPOSED WEST ELEVATION (MISSOURI STREET)
1/4" = 1'-0"



| ISSUES | |
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| 1 | |
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| 4 | |
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CALIFORNIA 94103
415-391-1339
415-621-3393 f

MISSOURI RESIDENCE
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San Francisco, CA 94107

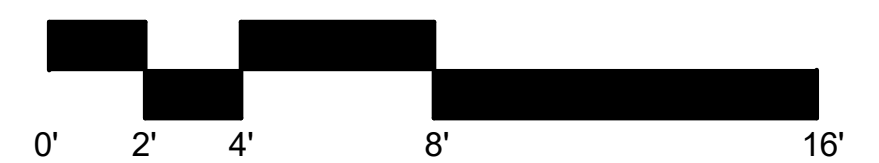
WEST ELEVATION
(MISSOURI STREET)

| | |
|--------|--------------|
| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

A3.1



1 PROPOSED EAST ELEVATION (REAR YARD)
1/4" = 1'-0"



| ISSUES | |
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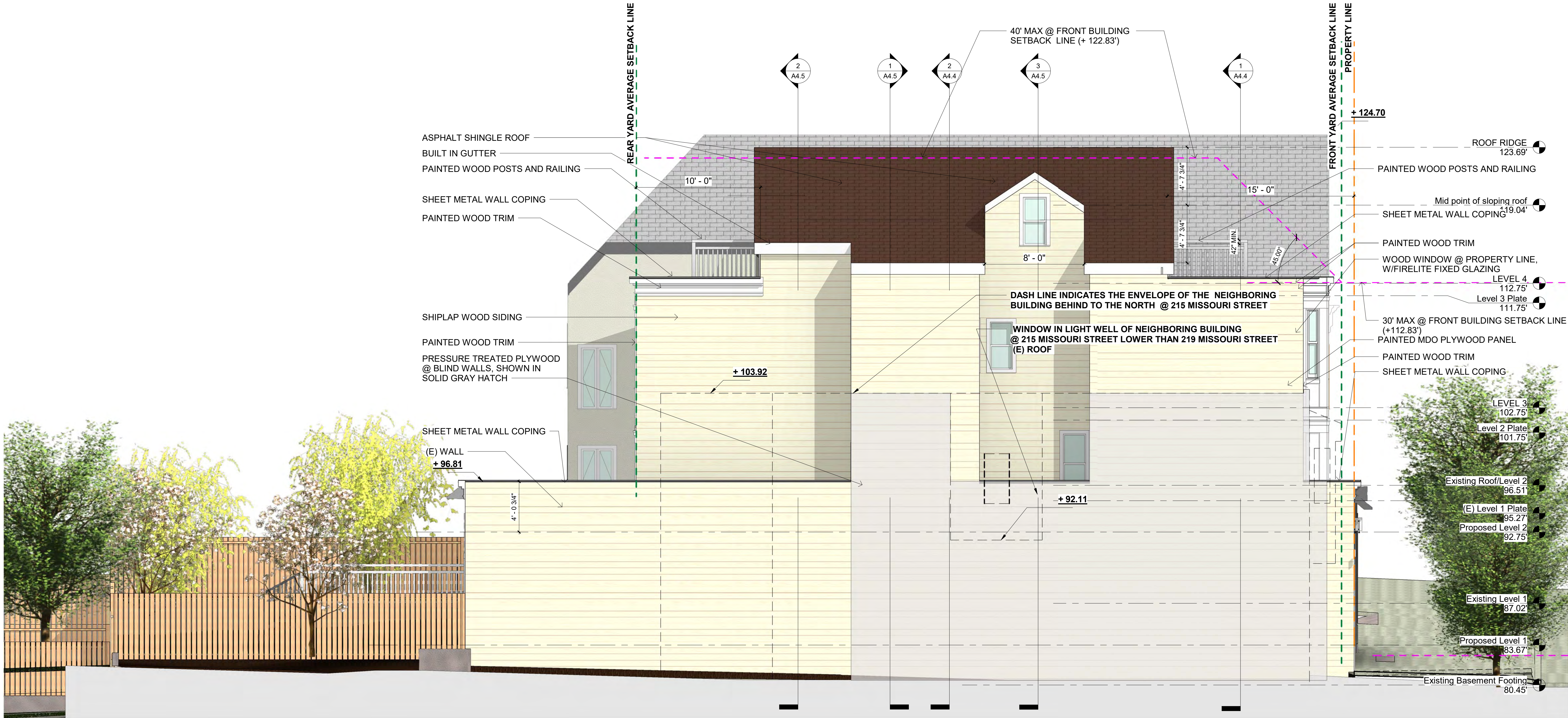
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SAN FRANCISCO
CALIFORNIA 94103
415-391-1339
415-621-3393

MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

EAST ELEVATION (REAR
YARD)

| | |
|--------|--------------|
| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

A3.2



1 PROPOSED NORTH ELEVATION
1/4" = 1'-0"



| ISSUES | |
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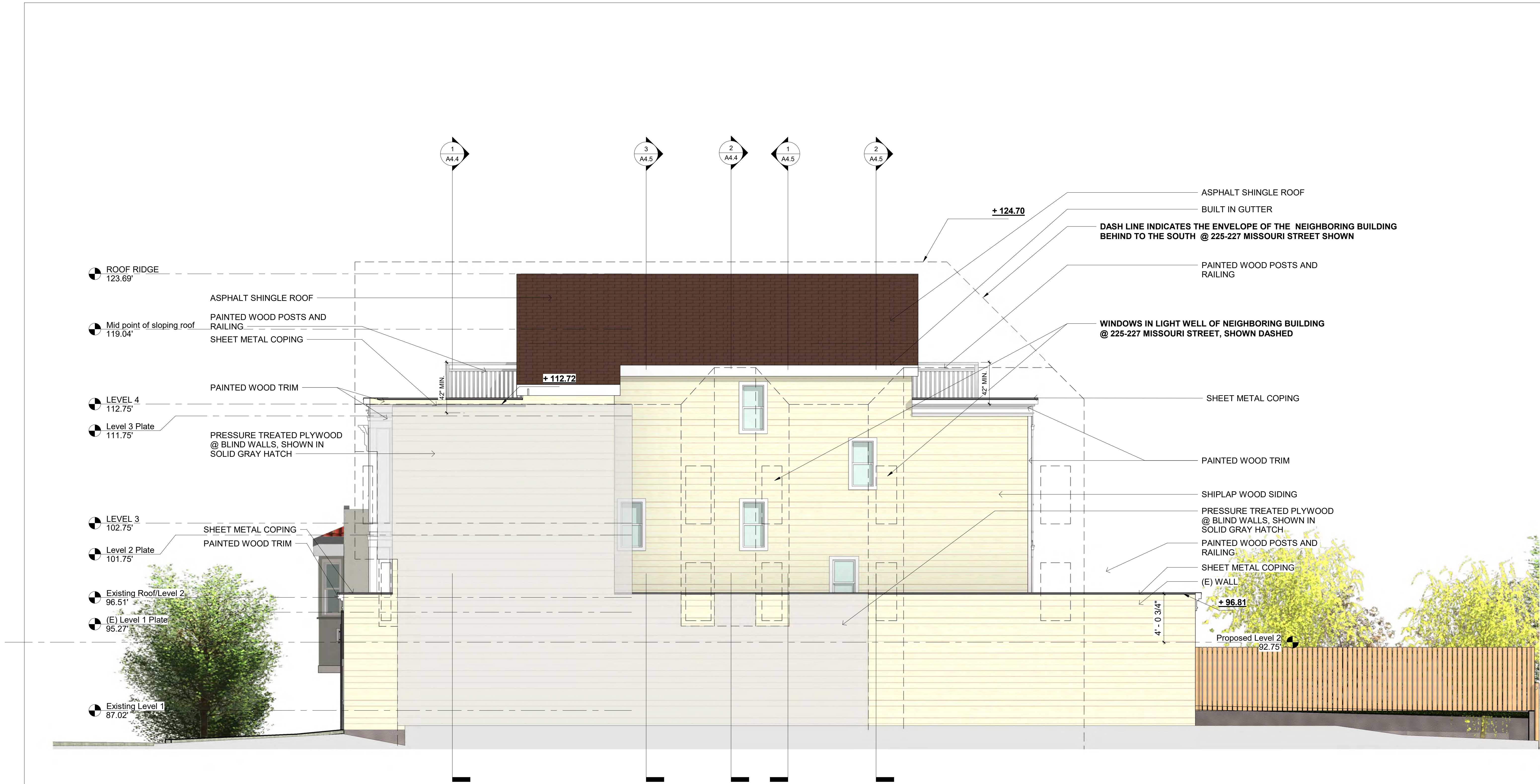
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415-391-1339
415-621-3393

MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

NORTH ELEVATION

| | |
|--------|--------------|
| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

A3.3



1 PROPOSED SOUTH ELEVATION
1/4" = 1'-0"

| ISSUES | |
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| 1 | |
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| 5 | |
| 6 | |



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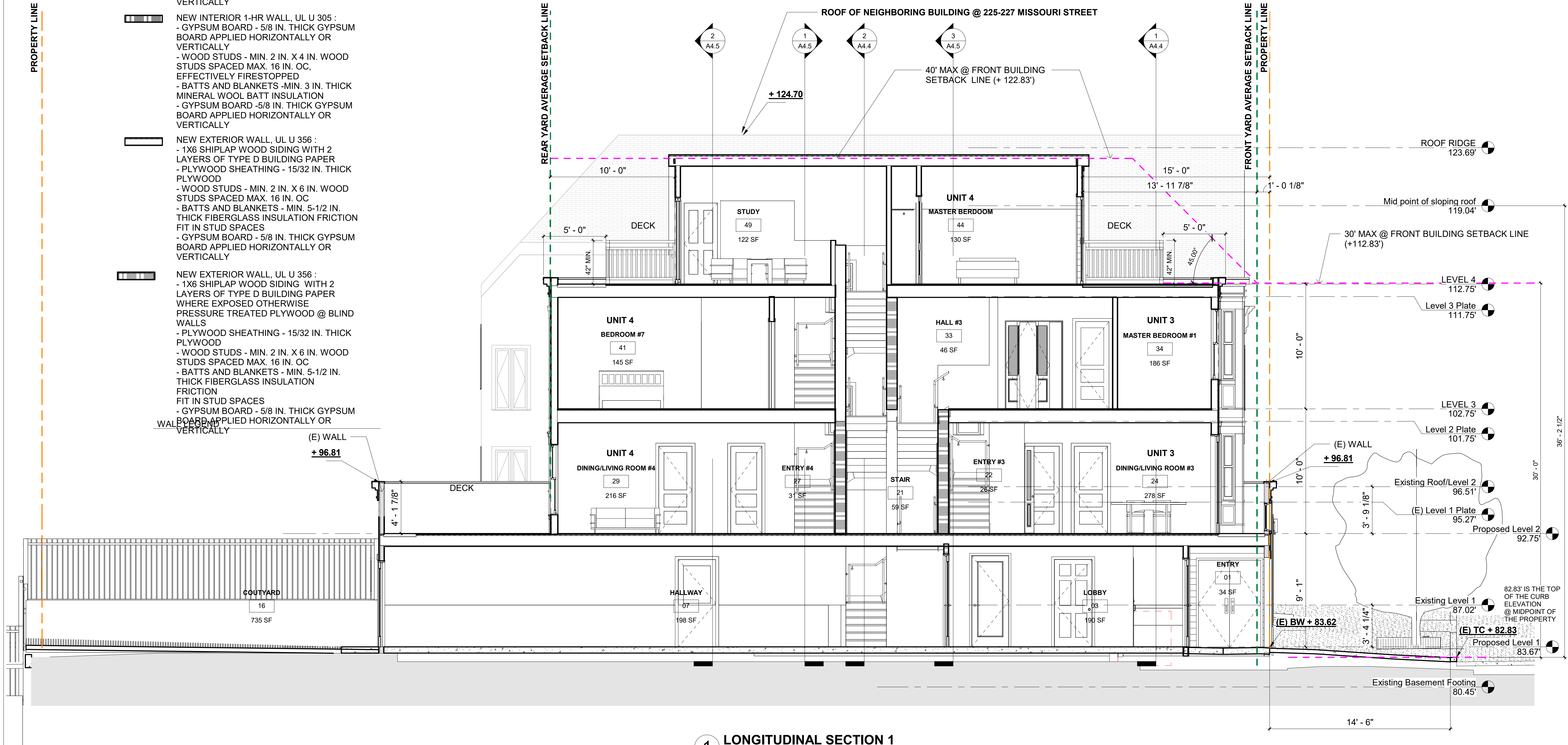
MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

SOUTH ELEVATION

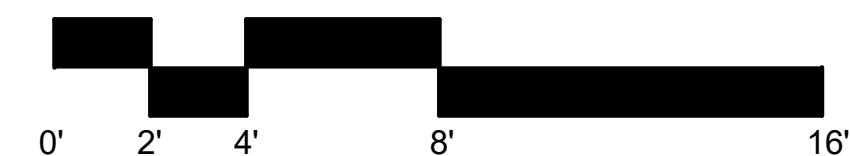
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| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

A3.4

- EXISTING WALL
- NEW INTERIOR 1-HR WALL, UL U 314 :
- GYPSUM BOARD - 5/8 IN. THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY
- WOOD STUDS - MIN 2 IN. X 4 IN. WOOD STUDS MAX. 24 IN. OC
- GYPSUM BOARD - 5/8 IN. THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY
- NEW INTERIOR 1-HR WALL, UL U 305 :
- GYPSUM BOARD - 5/8 IN. THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY
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- GYPSUM BOARD - 5/8 IN. THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY
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- PRESSURE TREATED PLYWOOD @ BLIND WALLS
- PLYWOOD SHEATHING - 15/32 IN. THICK PLYWOOD
- WOOD STUDS - MIN. 2 IN. X 6 IN. WOOD STUDS SPACED MAX. 16 IN. OC
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- GYPSUM BOARD - 5/8 IN. THICK GYPSUM BOARD APPLIED HORIZONTALLY OR VERTICALLY



1 LONGITUDINAL SECTION 1
1/4" = 1'-0"



| ISSUES | |
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MISSOURI RESIDENCE
219-223 Missouri Street
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BUILDING SECTION

| | |
|--------|--------------|
| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

A4.1

| ISSUES | |
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| 3 | |
| 4 | |
| 5 | |
| 6 | |

GOLD
MAN

ARCHITECTS

172 RUSS STREET

SAN FRANCISCO

CALIFORNIA 94103

415-391-1339

415-621-3393 f

MISSOURI RESIDENCE

219-223 Missouri Street

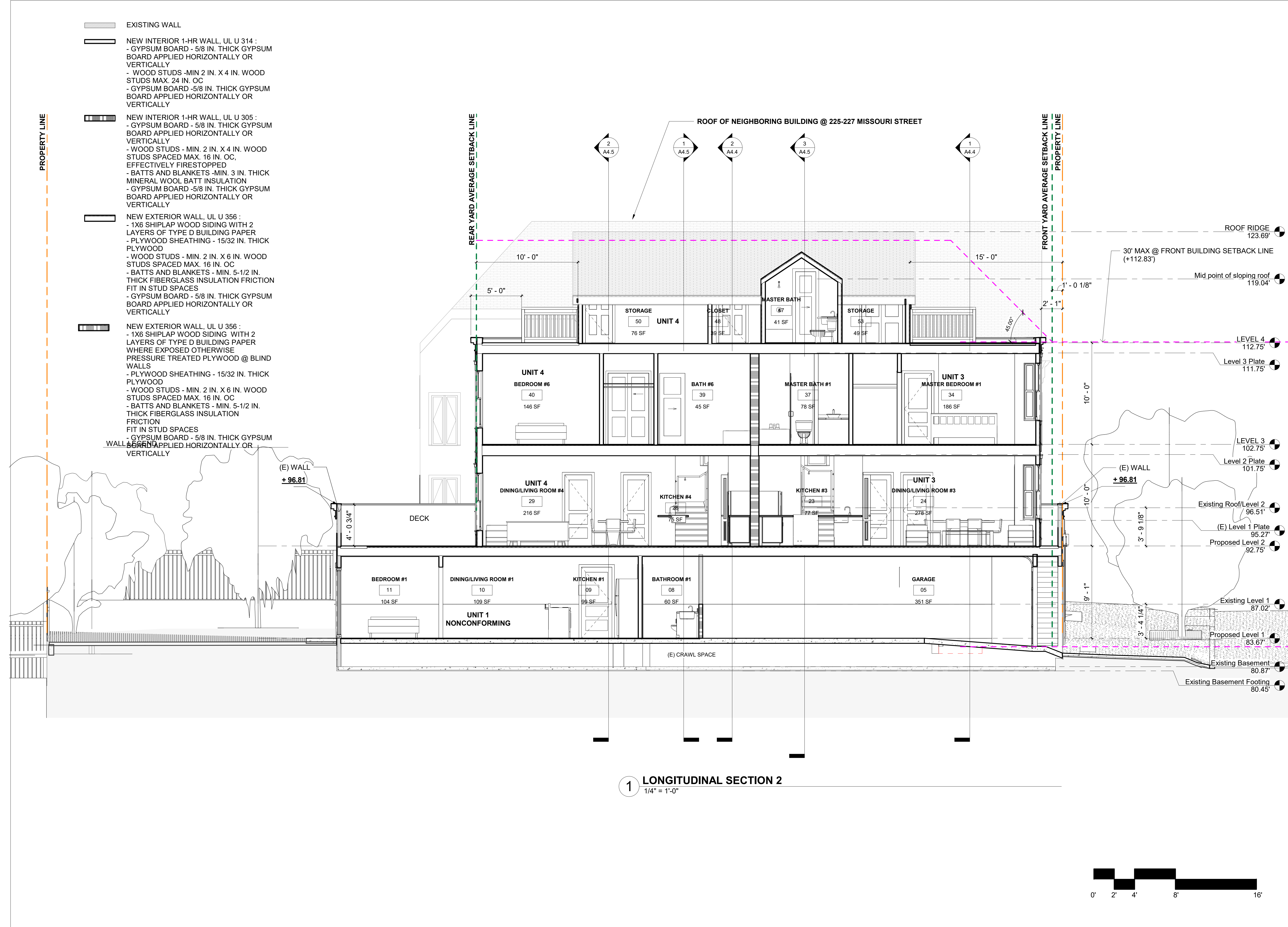
San Francisco, CA 94107

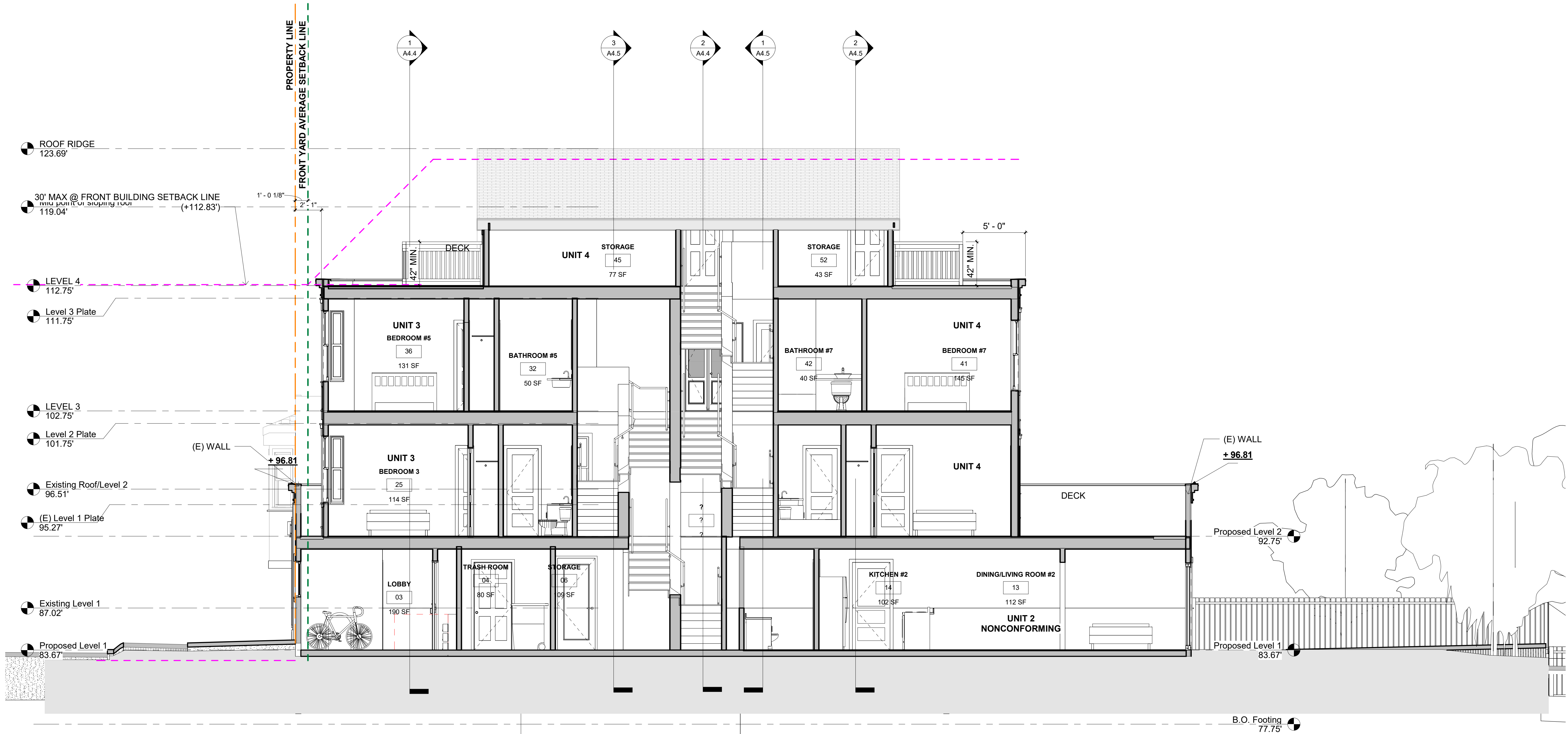
BUILDING SECTION

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|--------|--------------|
| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

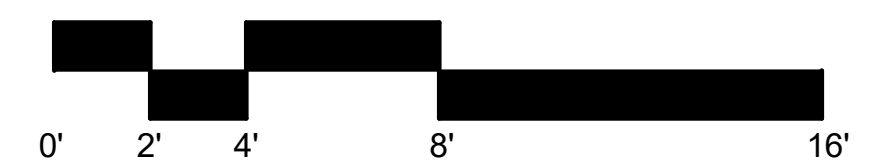
A4.2

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1 LONGITUDINAL SECTION 3
1/4" = 1'-0"



| ISSUES | |
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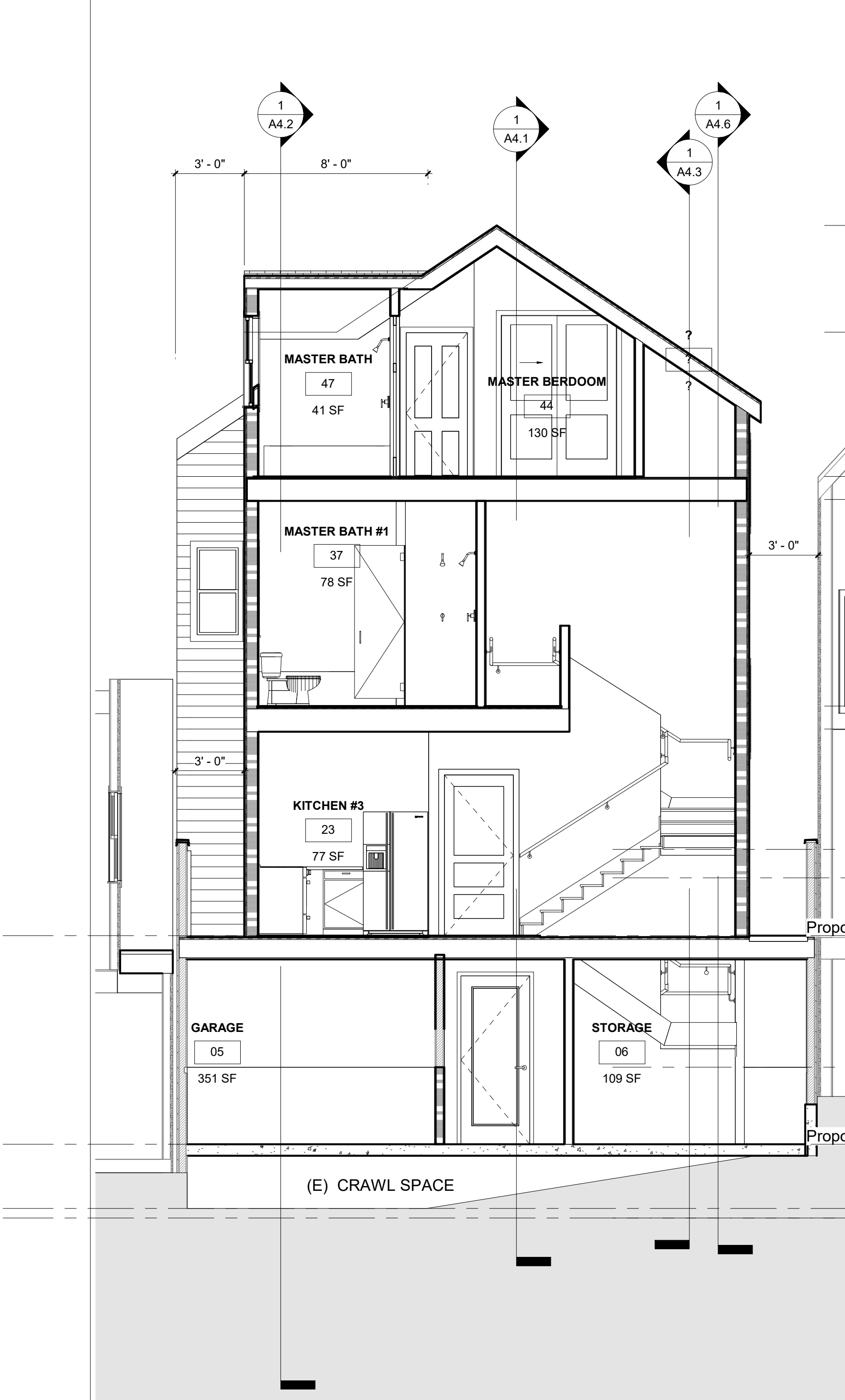
172 RUSS STREET
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415-621-3393 f

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219-223 Missouri Street
San Francisco, CA 94107

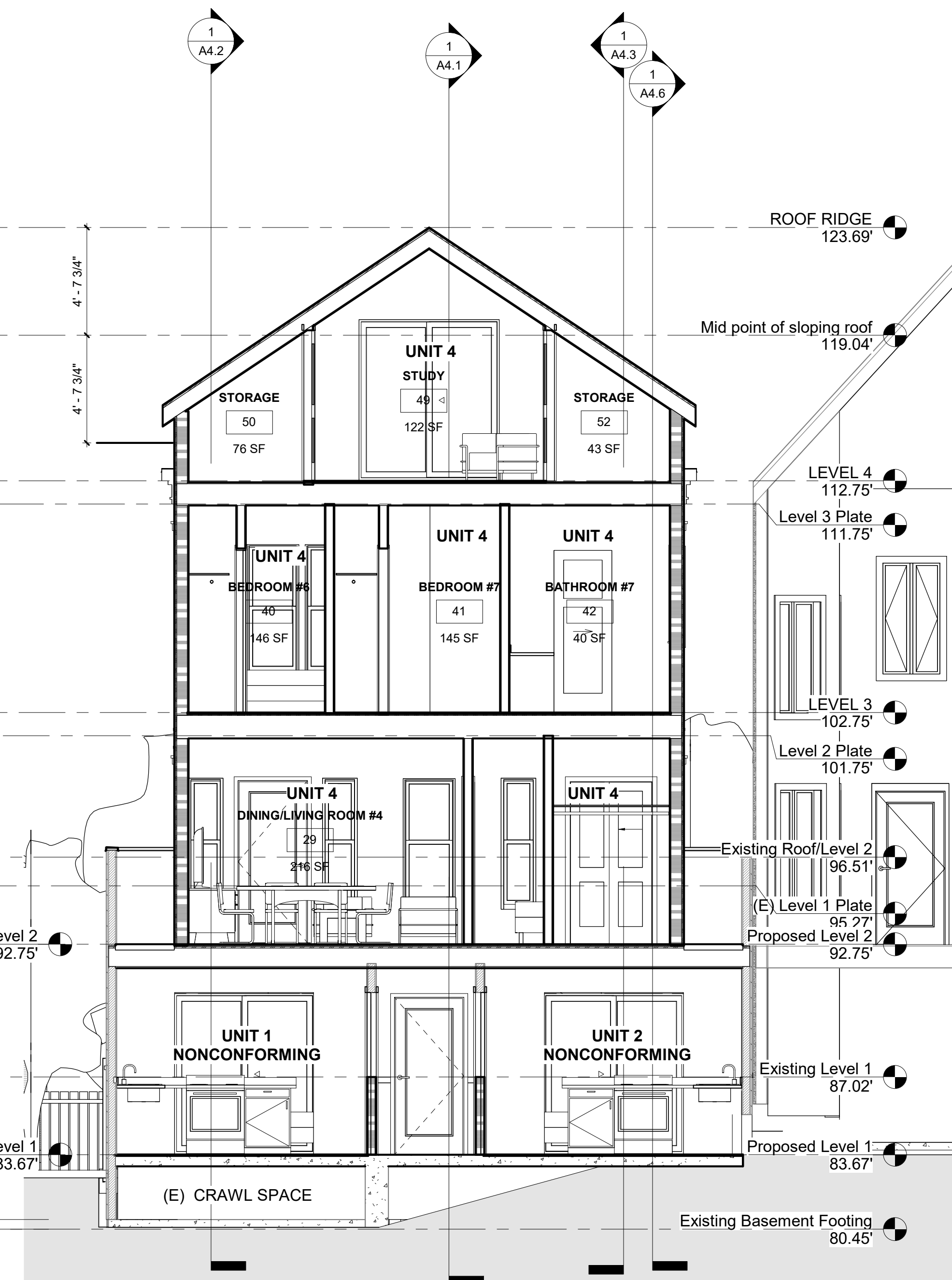
BUILDING SECTION

| | |
|--------|--------------|
| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDC |
| JOB: | 1607 |
| SHEET: | |

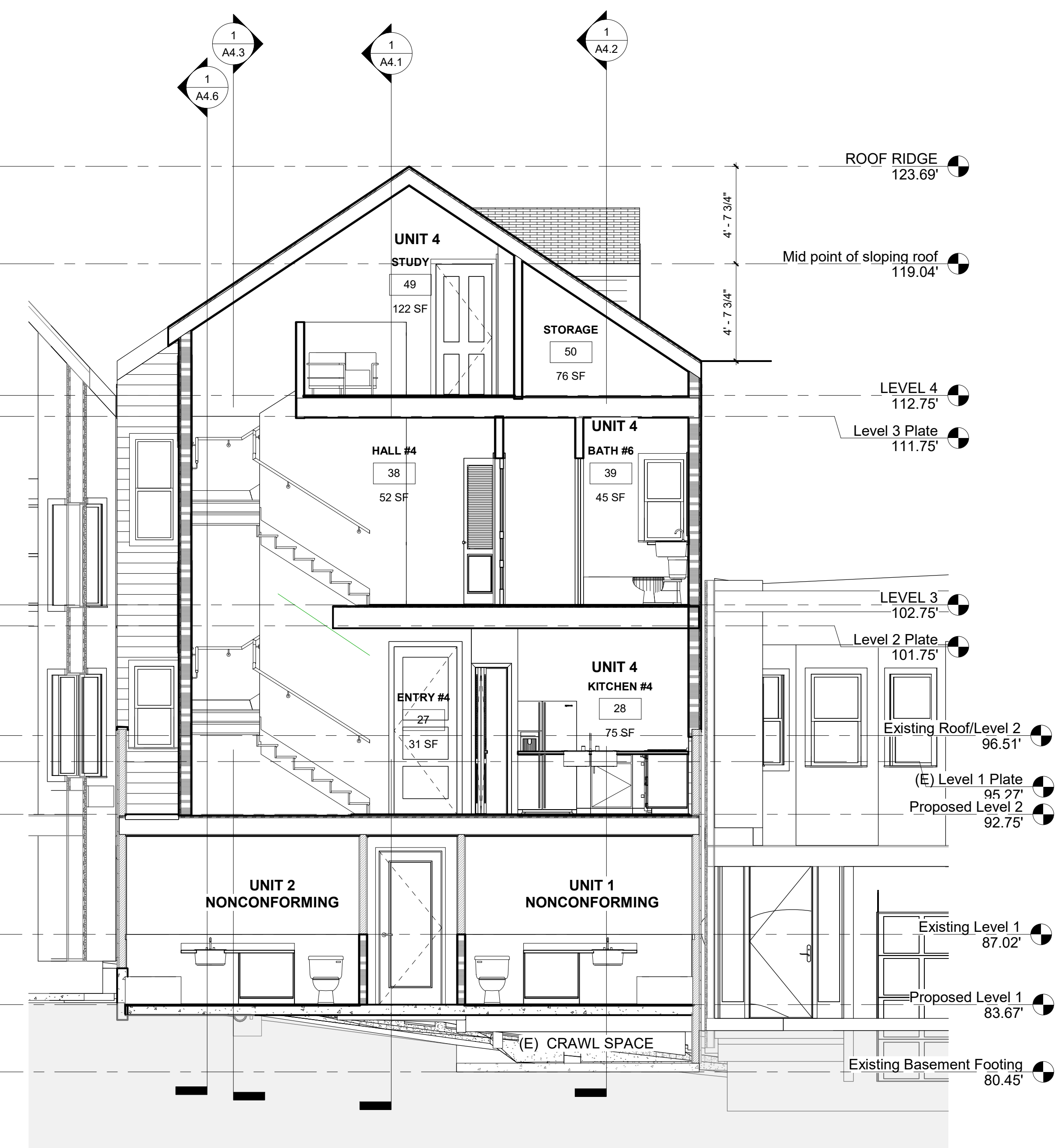
A4.3



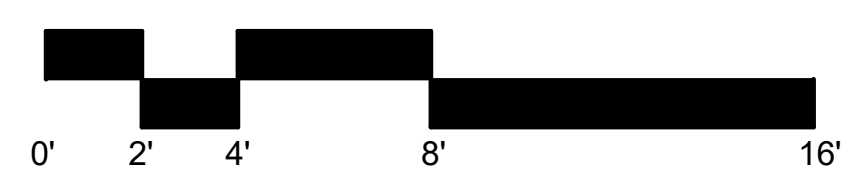
3 CROSS CESTION 5
1/4" = 1'-0"



2 CROSS SECTION 4
1/4" = 1'-0"



1 CROSS SECTION 3
1/4" = 1'-0"



| ISSUES | |
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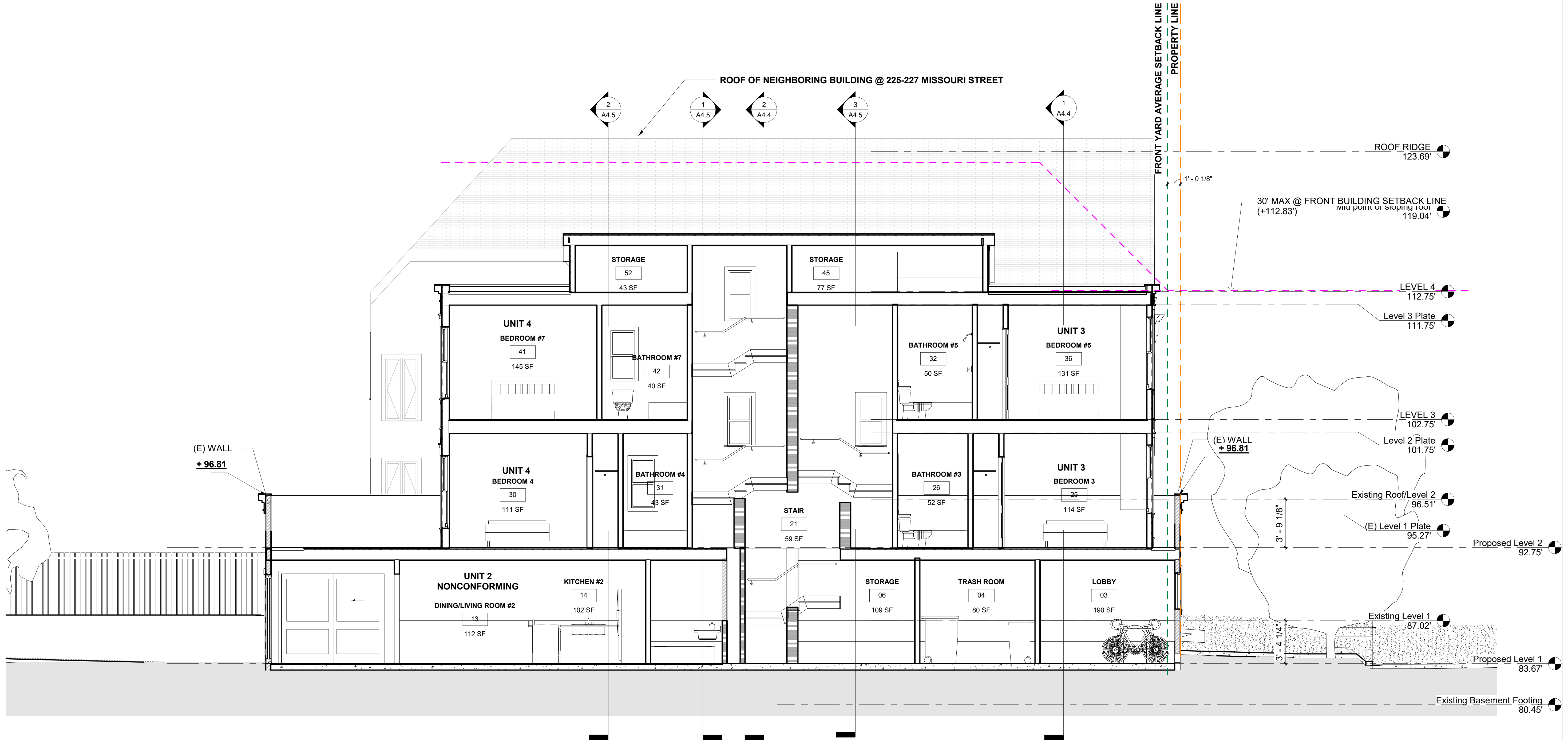
MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

BUILDING SECTIONS

| | |
|--------|--------------|
| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

A4.5

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1 LONGITUDINAL SECTION 4
1/4" = 1'-0"

| ISSUES | |
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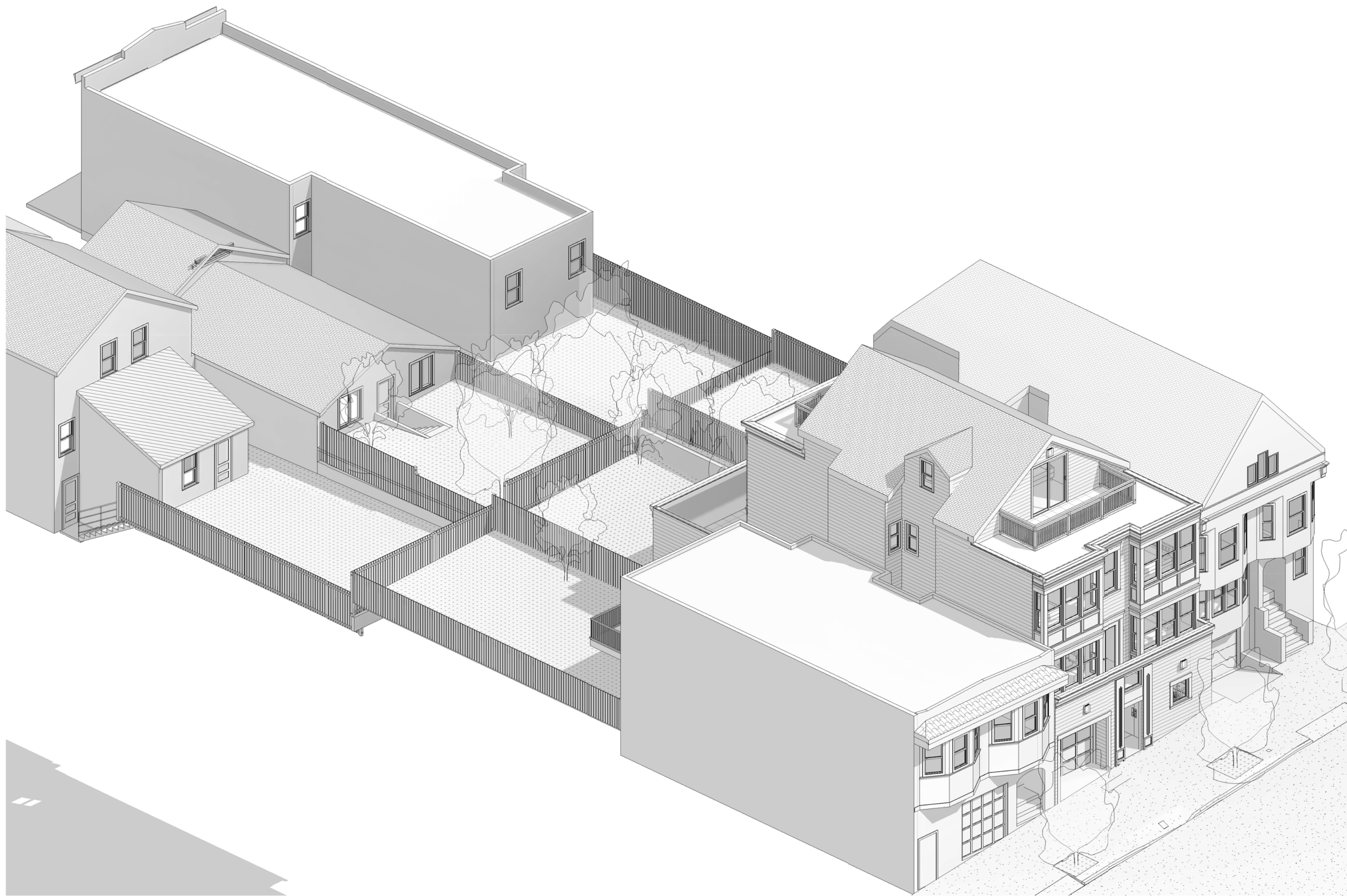
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MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

BUILDING SECTION

| | |
|--------|--------------|
| DATE: | 1-20-2020 |
| SCALE: | 1/4" = 1'-0" |
| DRAWN: | Author |
| JOB: | 1607 |
| SHEET: | |

A4.6



Aerial view 1



Missouri Street View 2



Missouri Street View 3



Missouri Street View 1

| ISSUES | |
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| 1 | |
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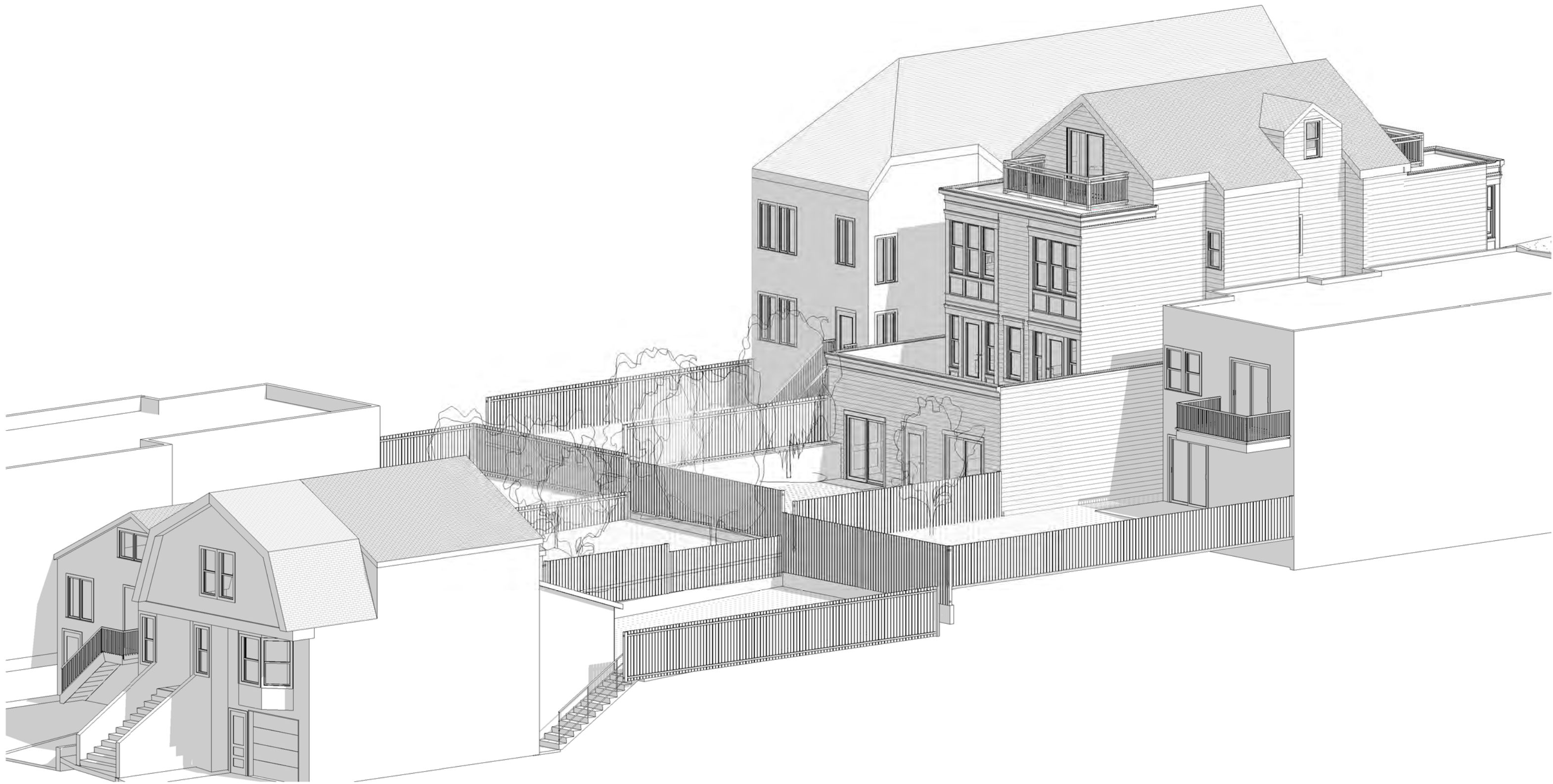
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San Francisco, CA 94107

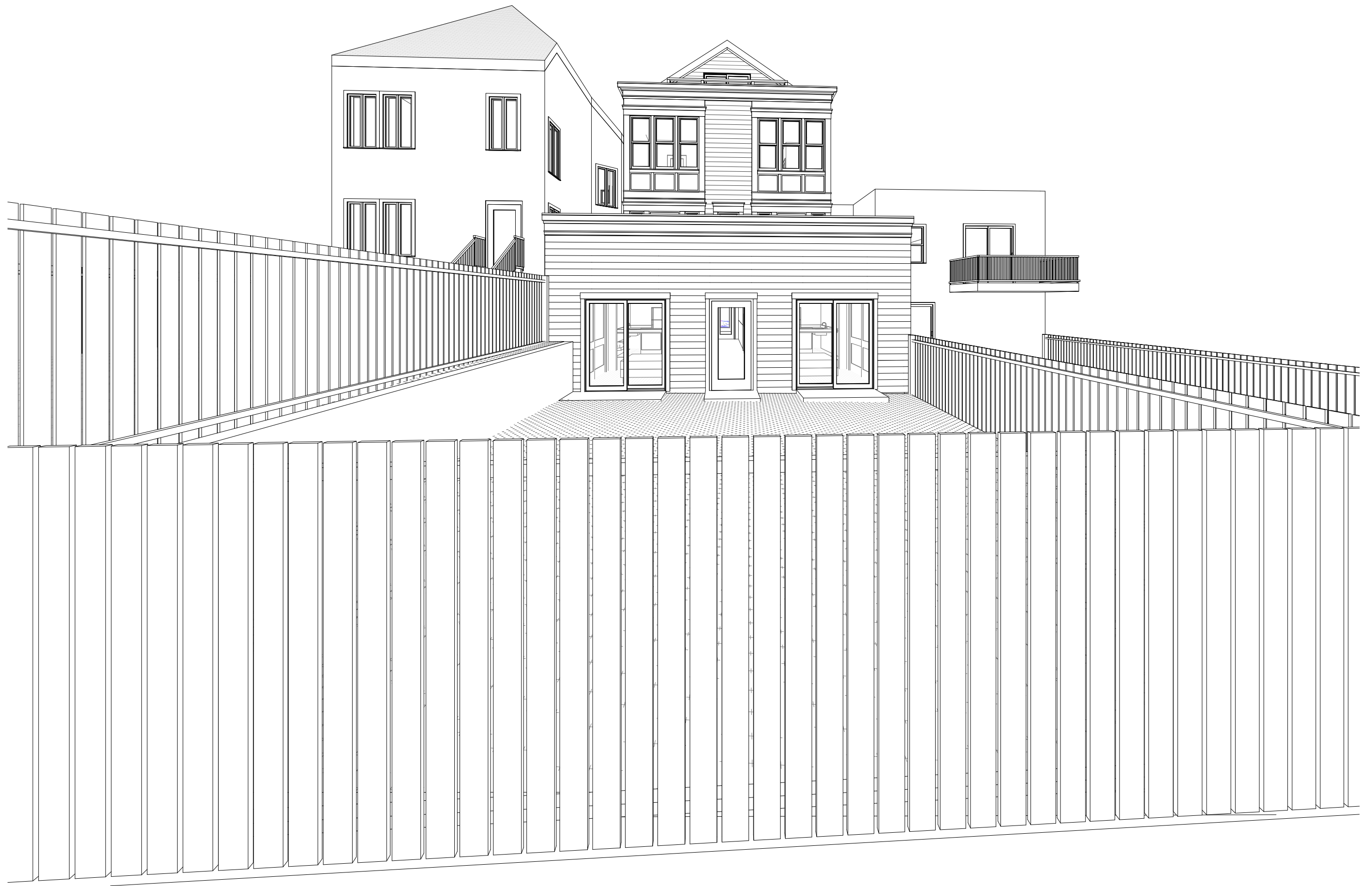
PERSPECTIVES

| | |
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| DATE: | 1-20-2020 |
| SCALE: | |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

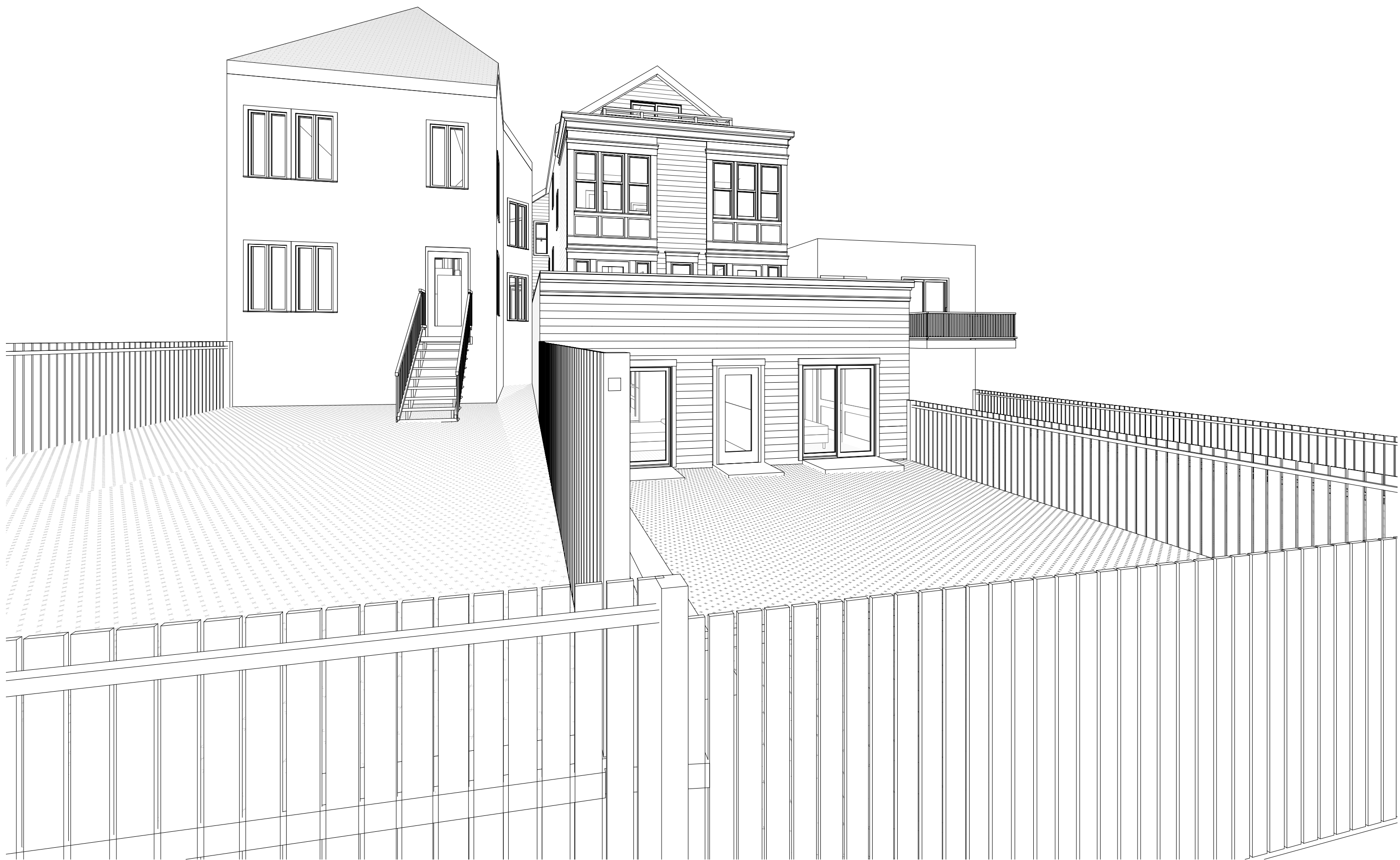
A5.0



Aerial view 3



Rear Yard View 2



Rear Yard View 3



Rear Yard View 1

| ISSUES | |
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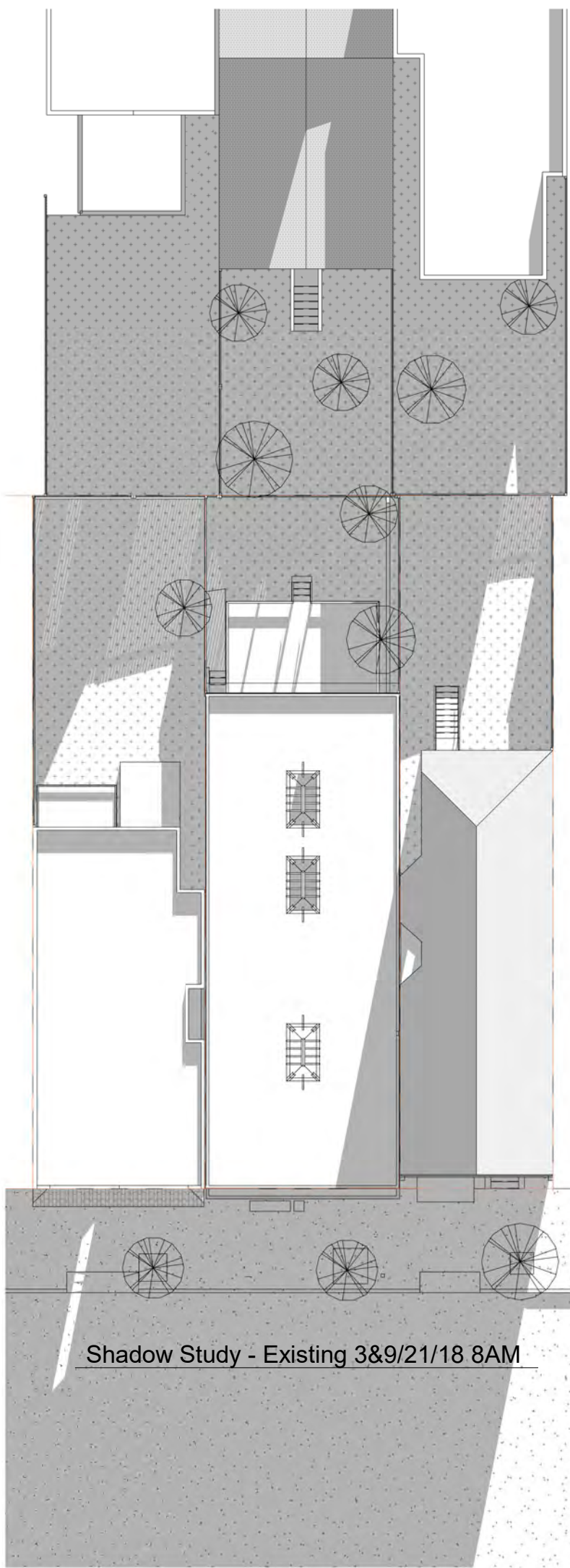
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San Francisco, CA 94107

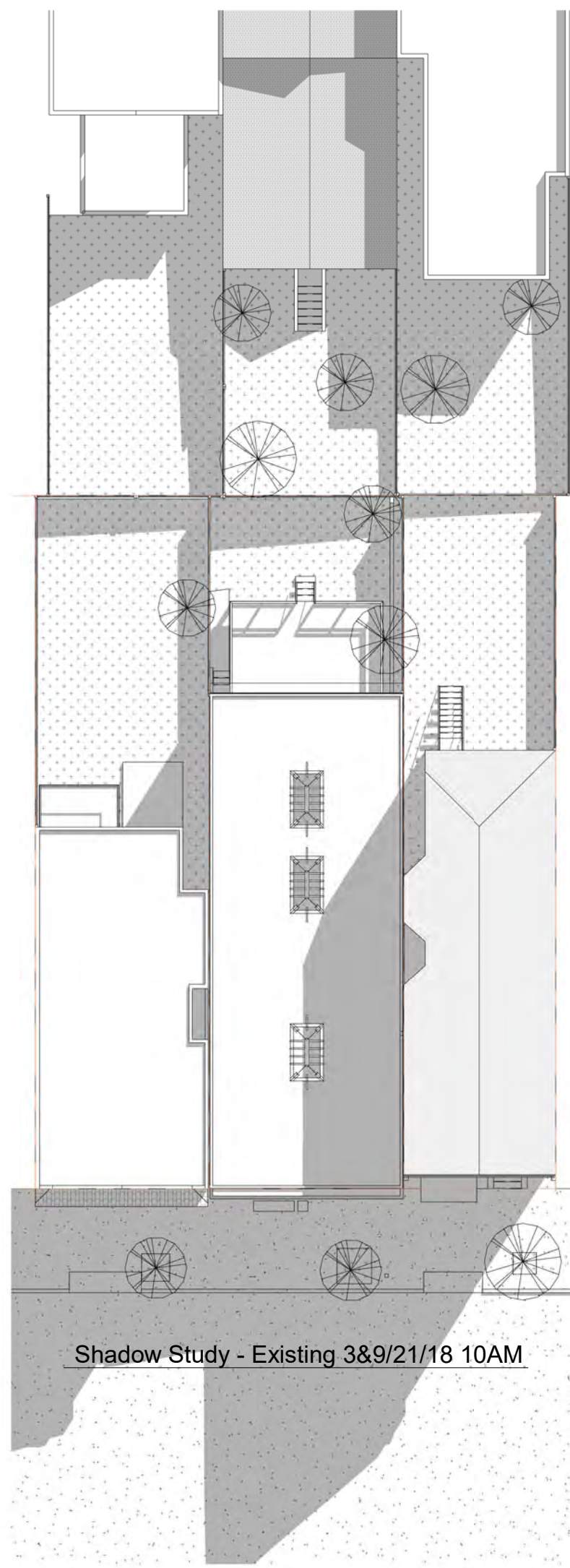
PERSPECTIVES

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| DATE: | 1-20-2020 |
| SCALE: | |
| DRAWN: | GDG |
| JOB: | 1607 |
| SHEET: | |

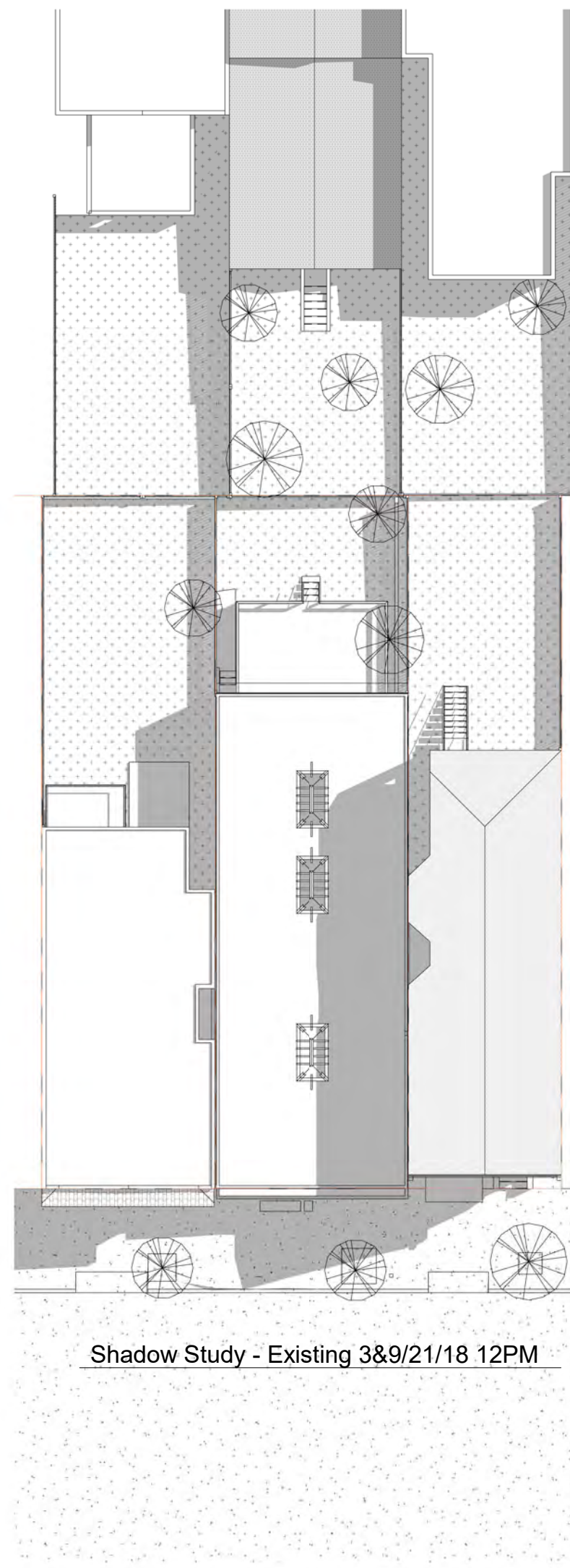
A5.1



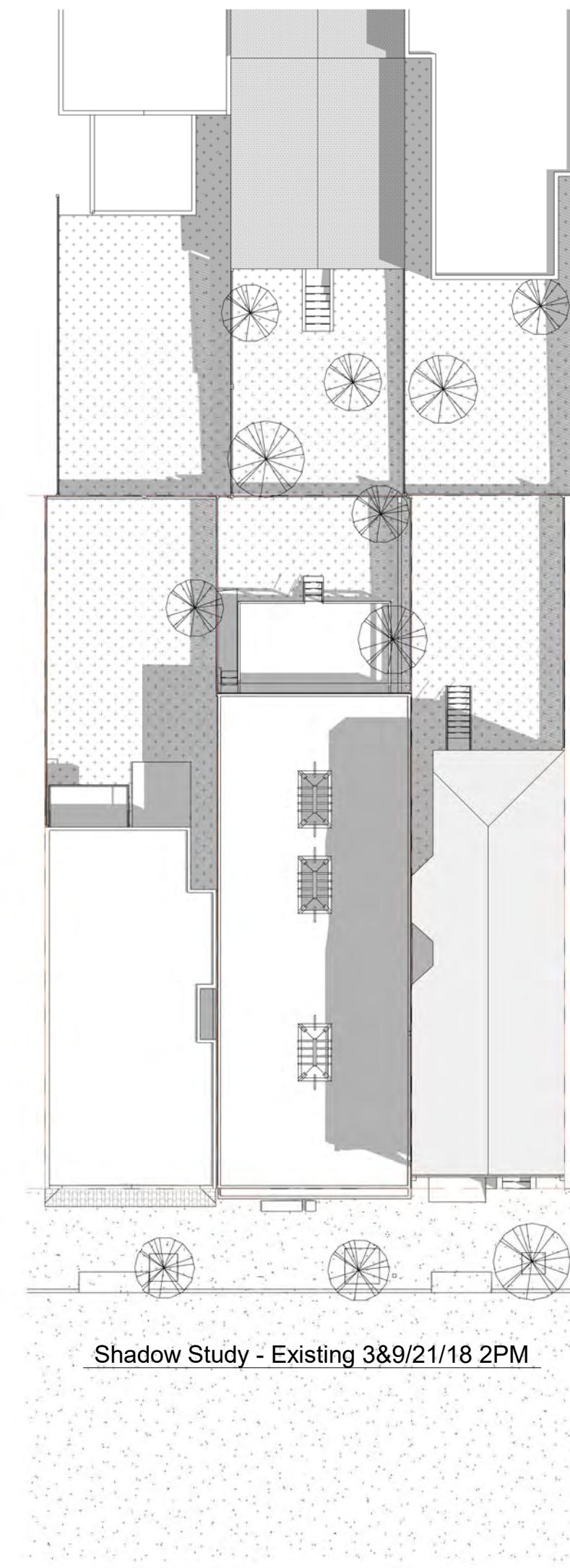
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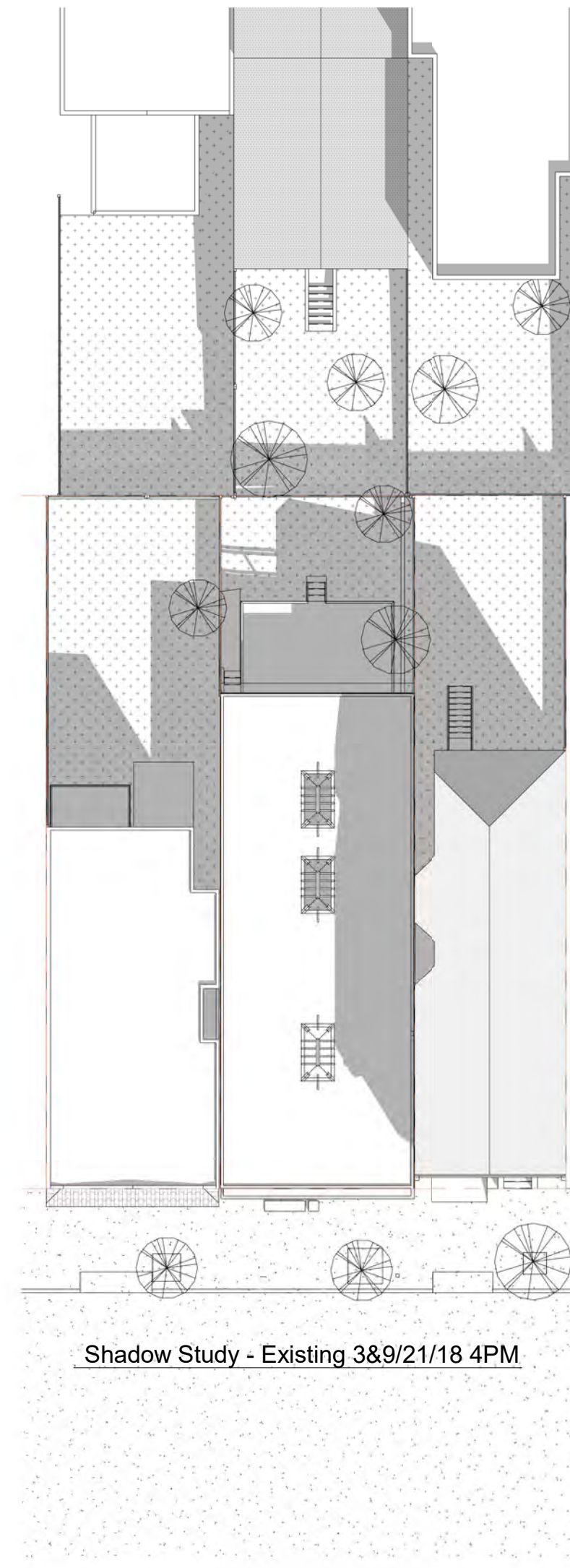
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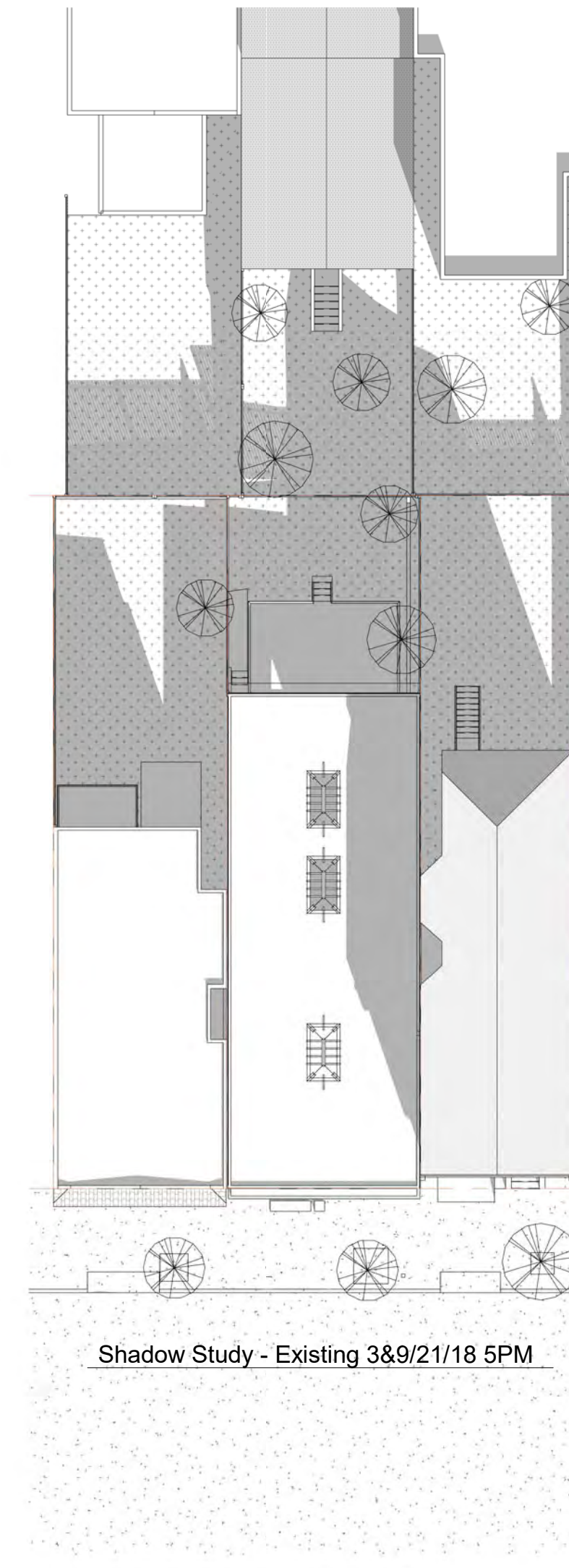
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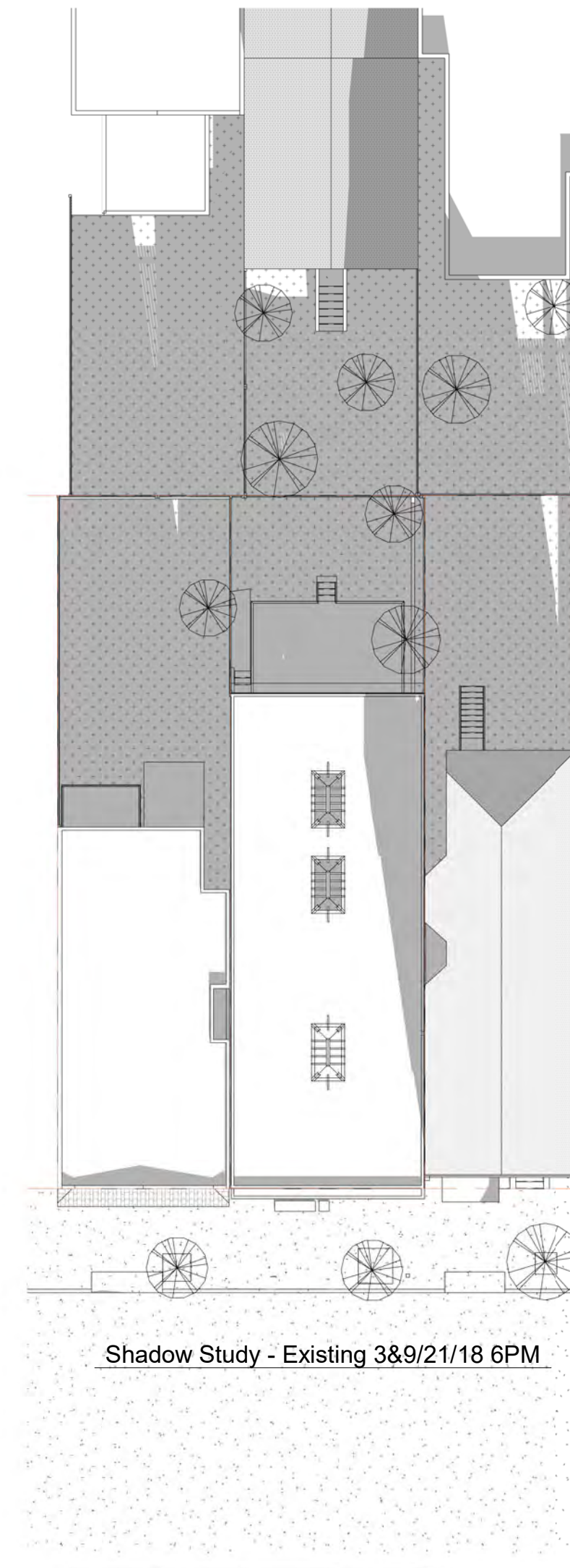
Shadow Study - Existing 3&9/21/18 2PM



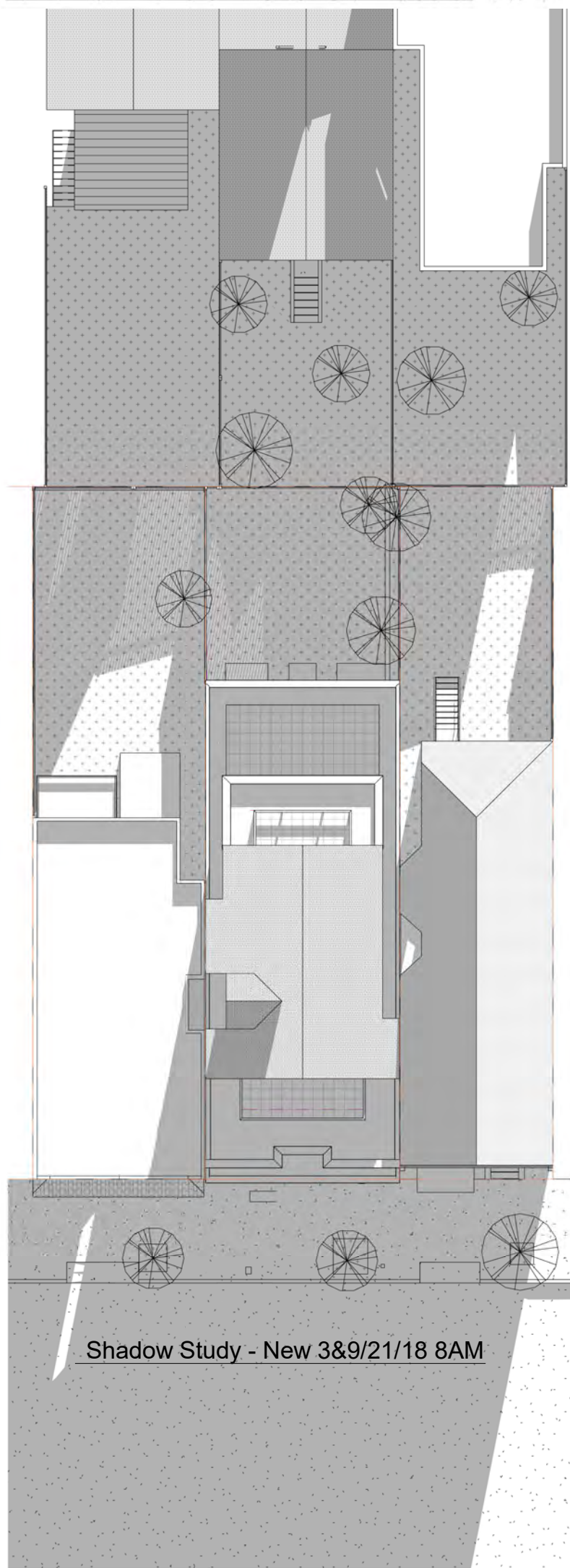
Shadow Study - Existing 3&9/21/18 4PM



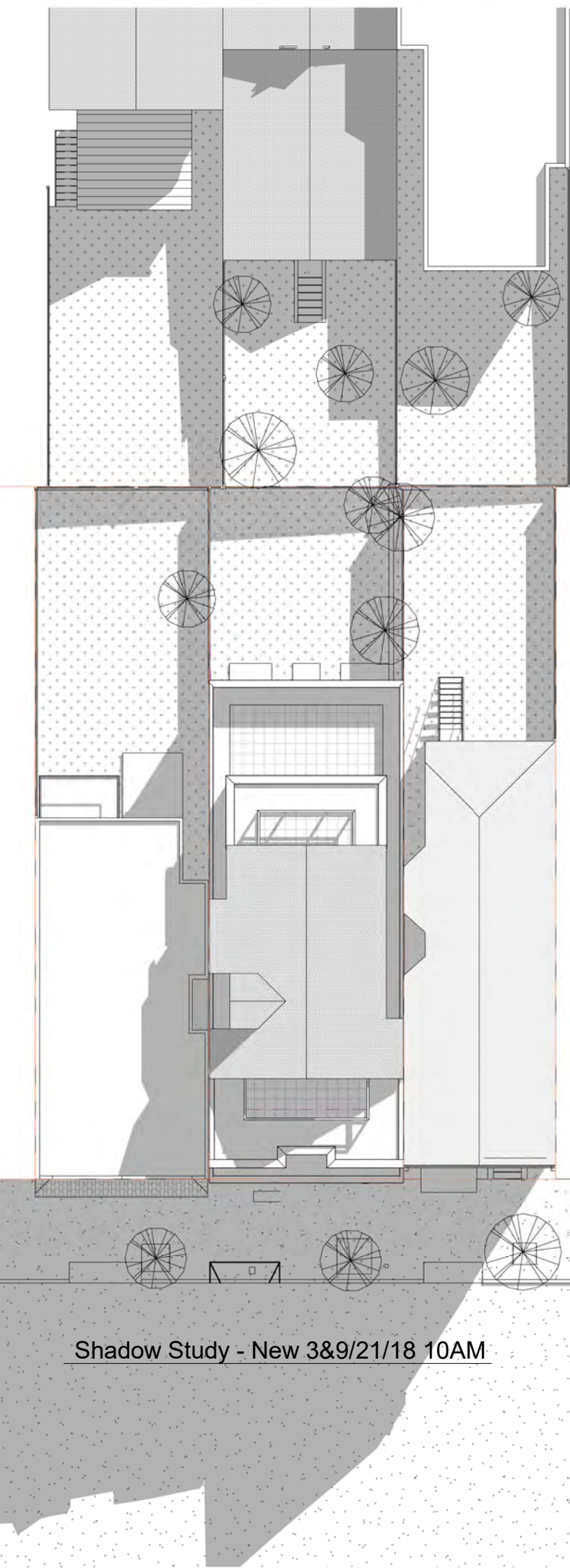
Shadow Study - Existing 3&9/21/18 5PM



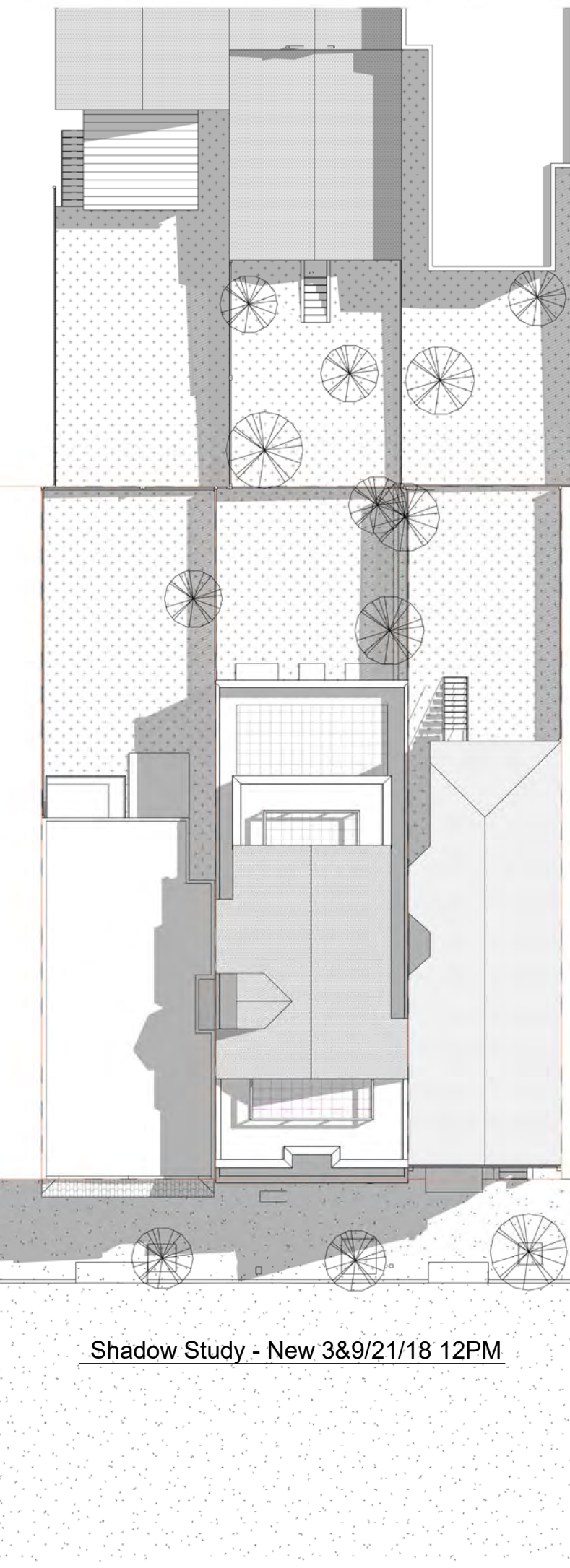
Shadow Study - Existing 3&9/21/18 6PM



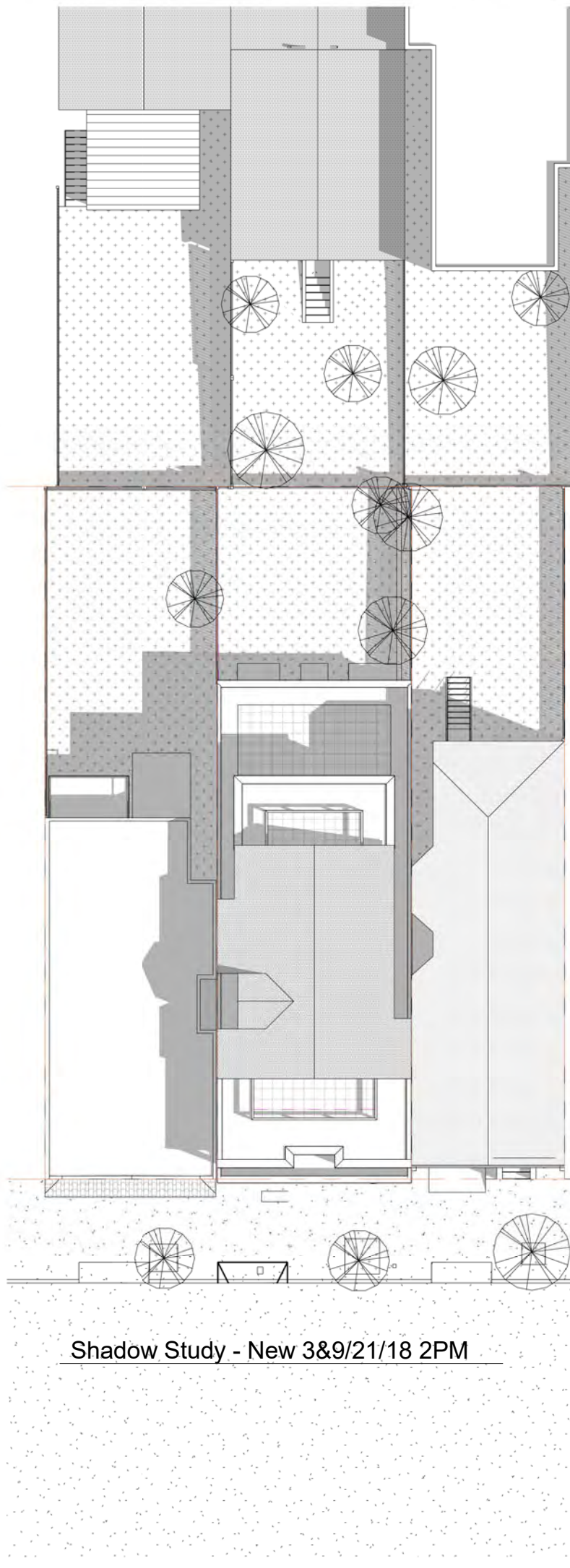
Shadow Study - New 3&9/21/18 8AM



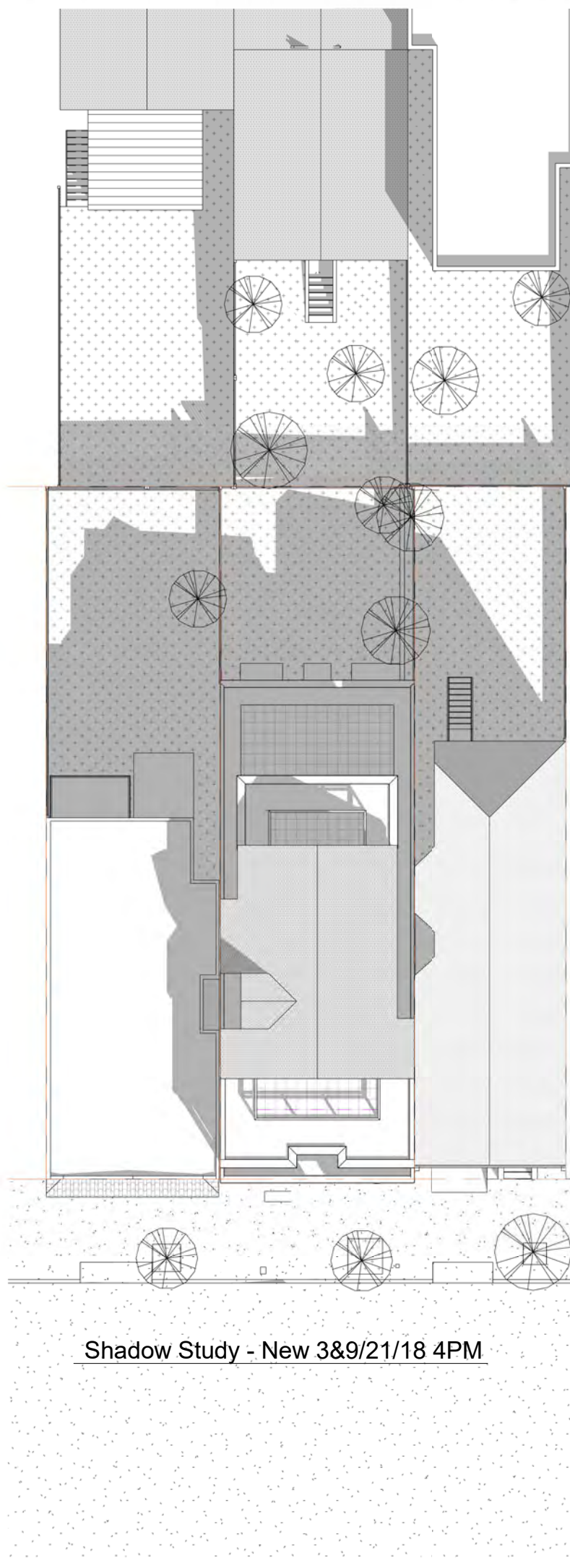
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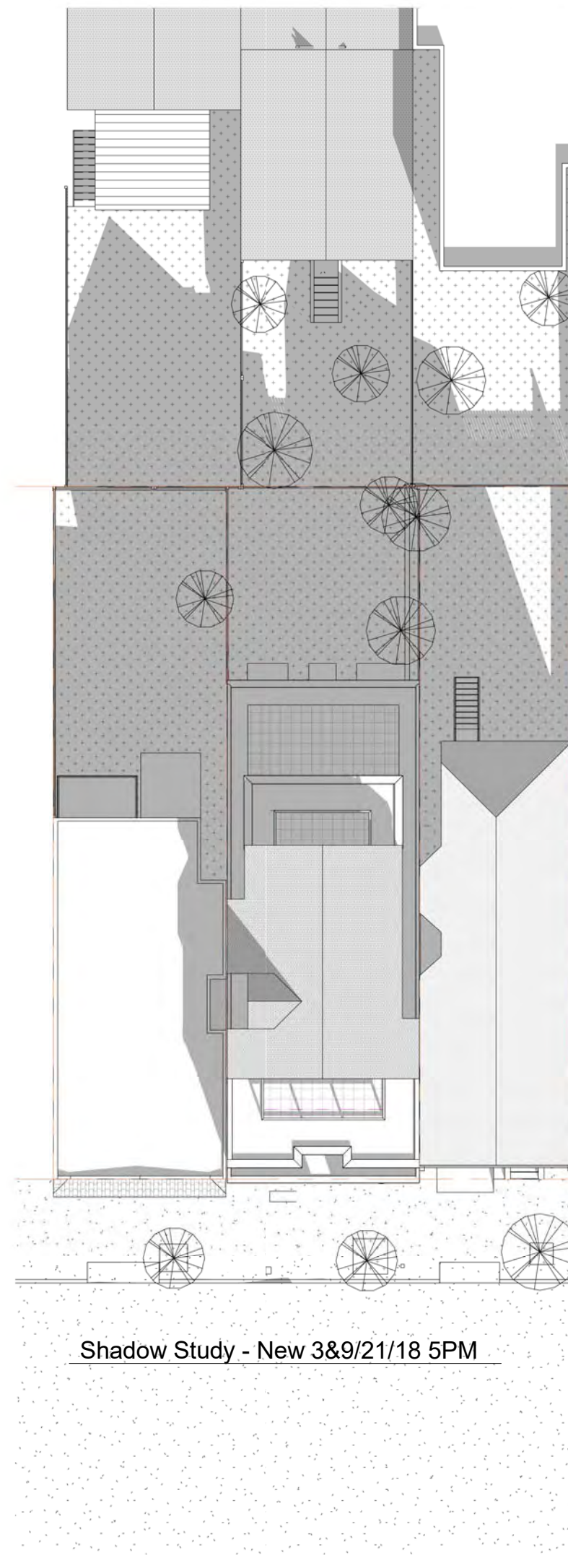
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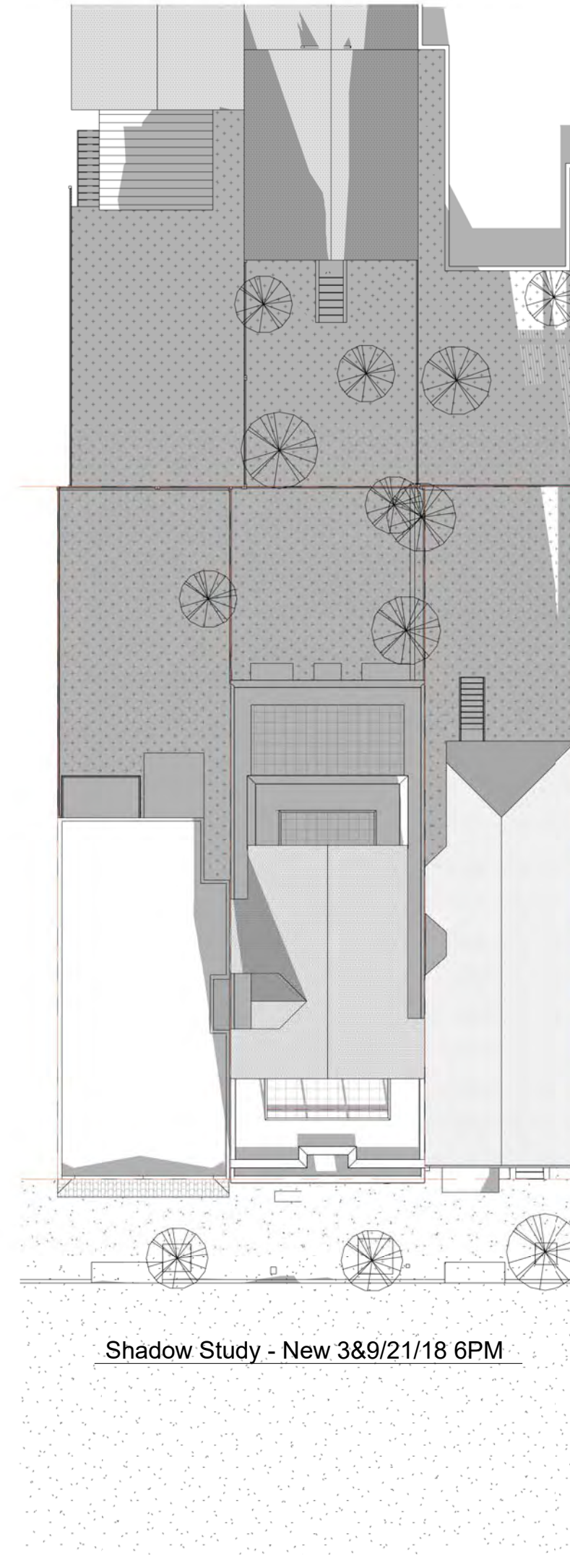
Shadow Study - New 3&9/21/18 2PM



Shadow Study - New 3&9/21/18 4PM



Shadow Study - New 3&9/21/18 5PM



Shadow Study - New 3&9/21/18 6PM

| ISSUES | |
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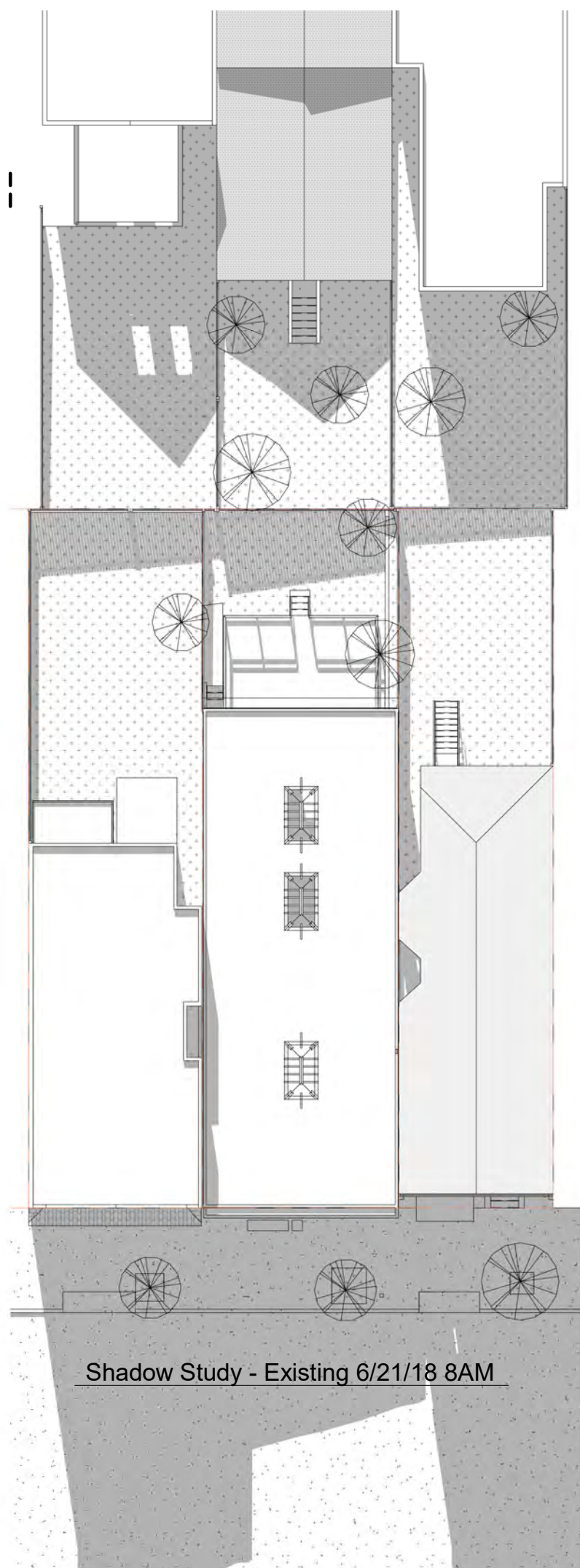
172 RUSS STREET
SAN FRANCISCO
CALIFORNIA 94103
415-391-1339
415-621-3393 f

MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

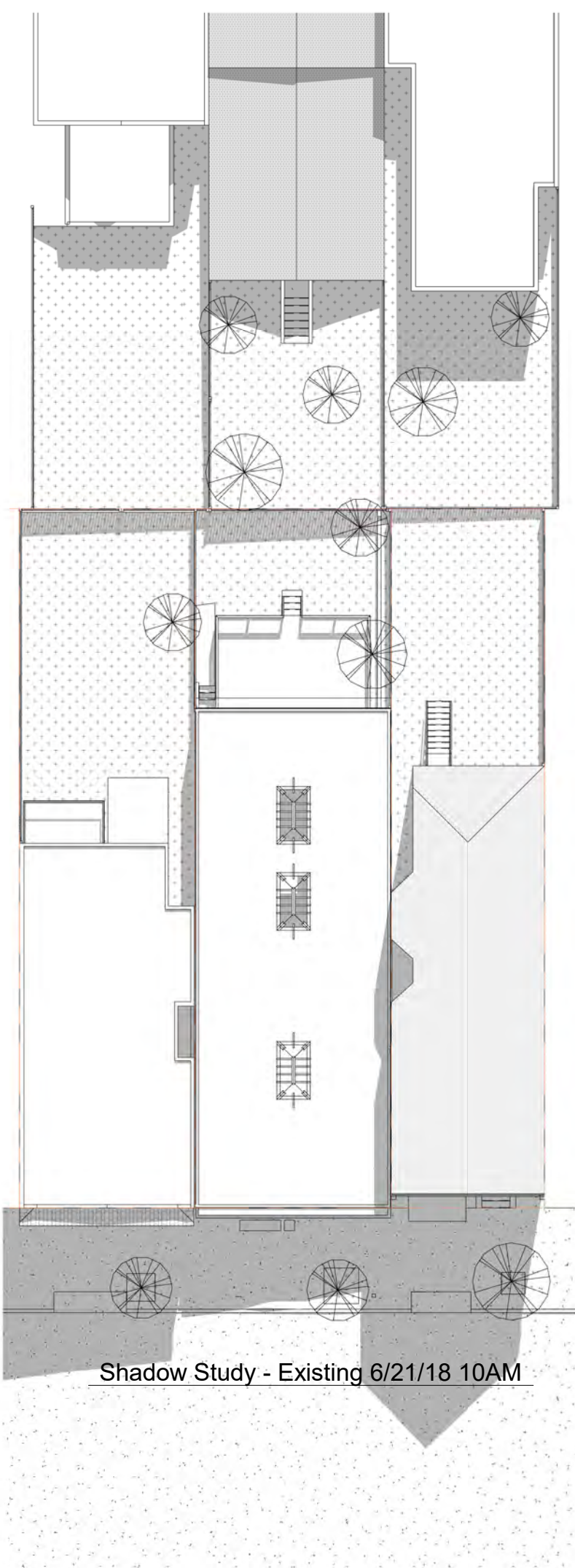
SHADOW STUDY - Existing
& New on March &
September 21

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| DATE: | 1-20-2020 |
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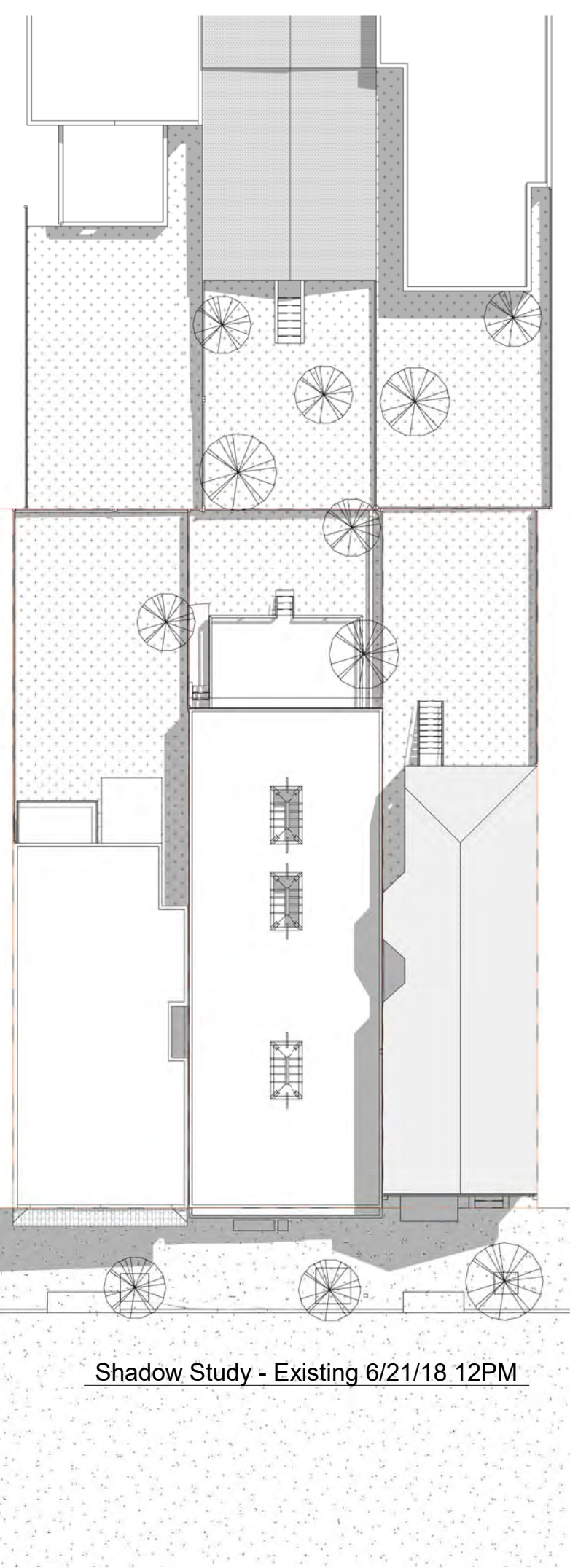
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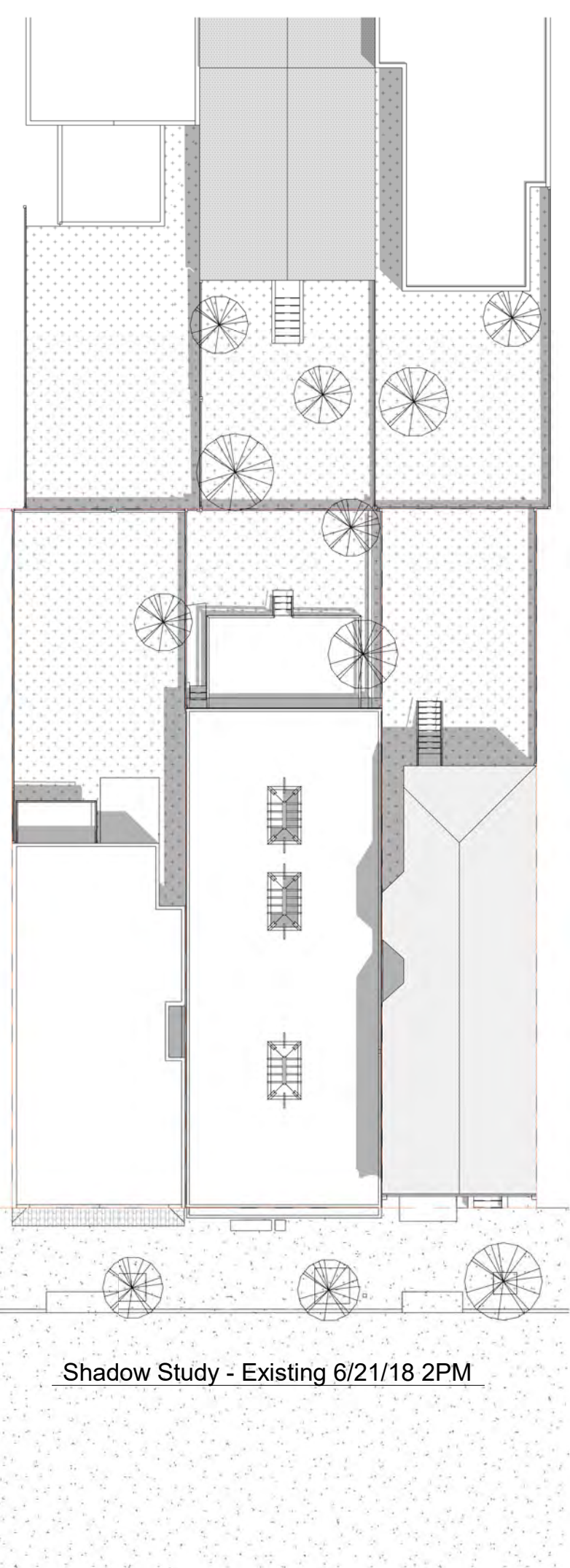
Shadow Study - Existing 6/21/18 8AM



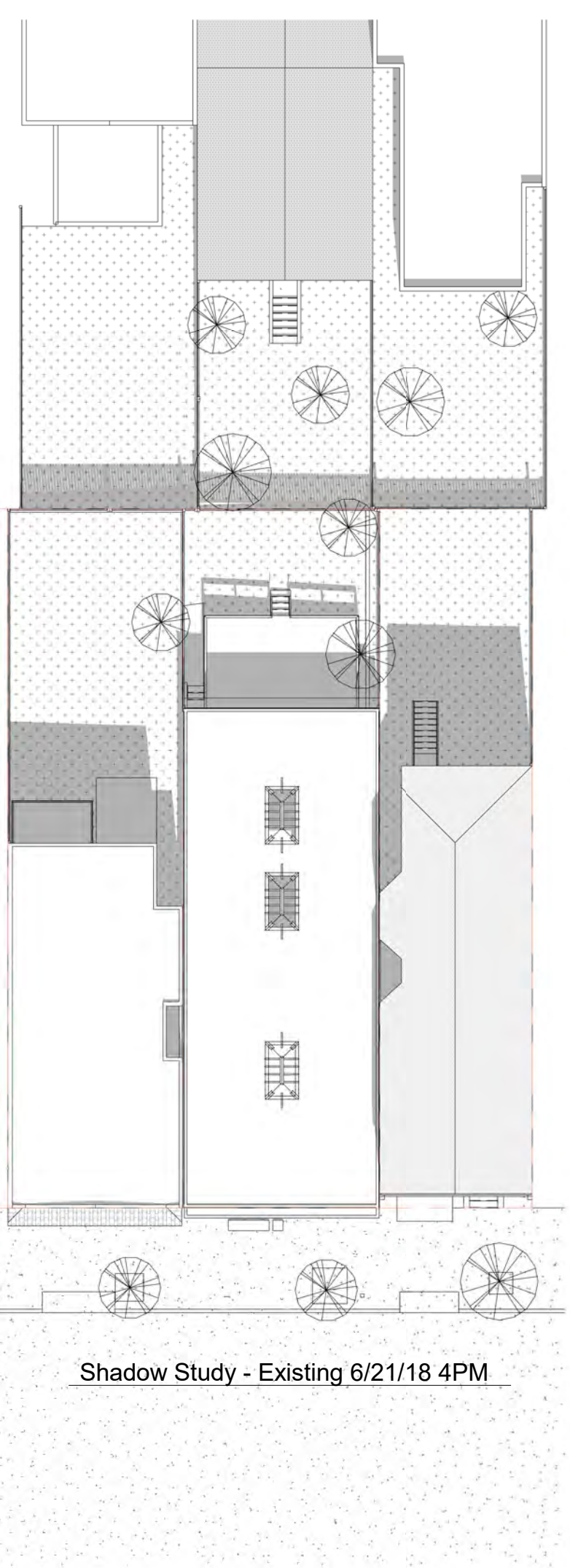
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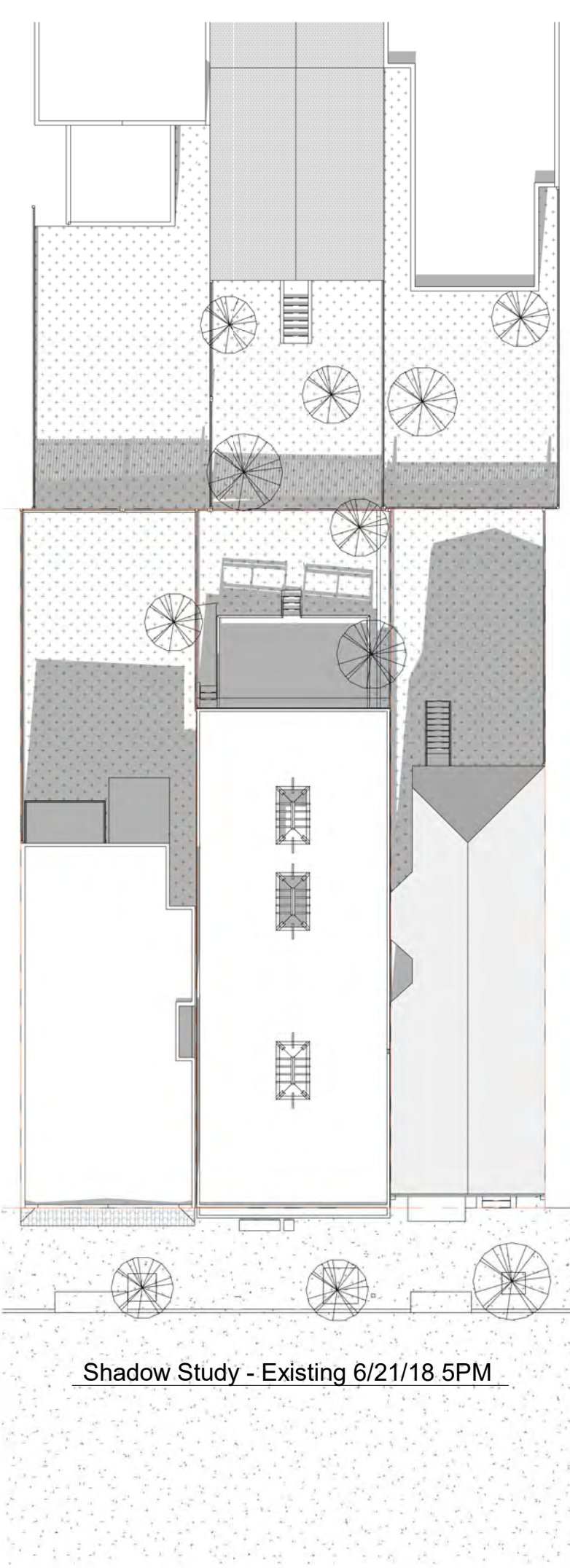
Shadow Study - Existing 6/21/18 12PM



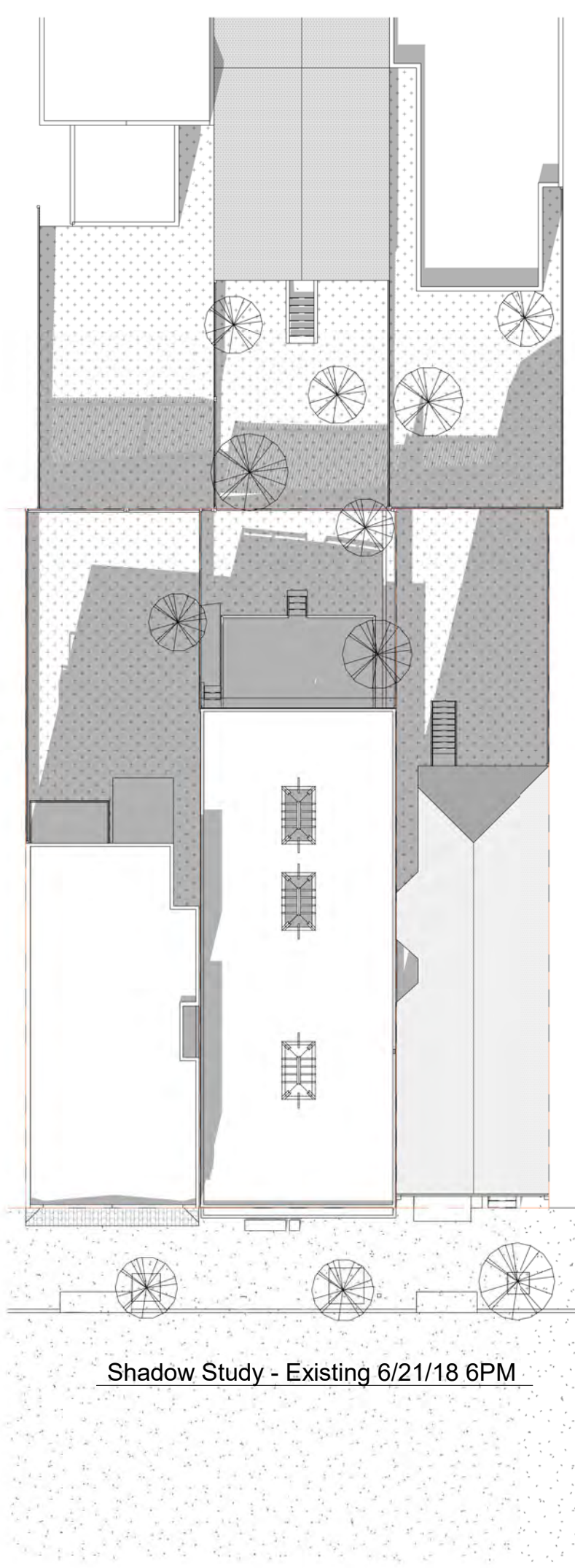
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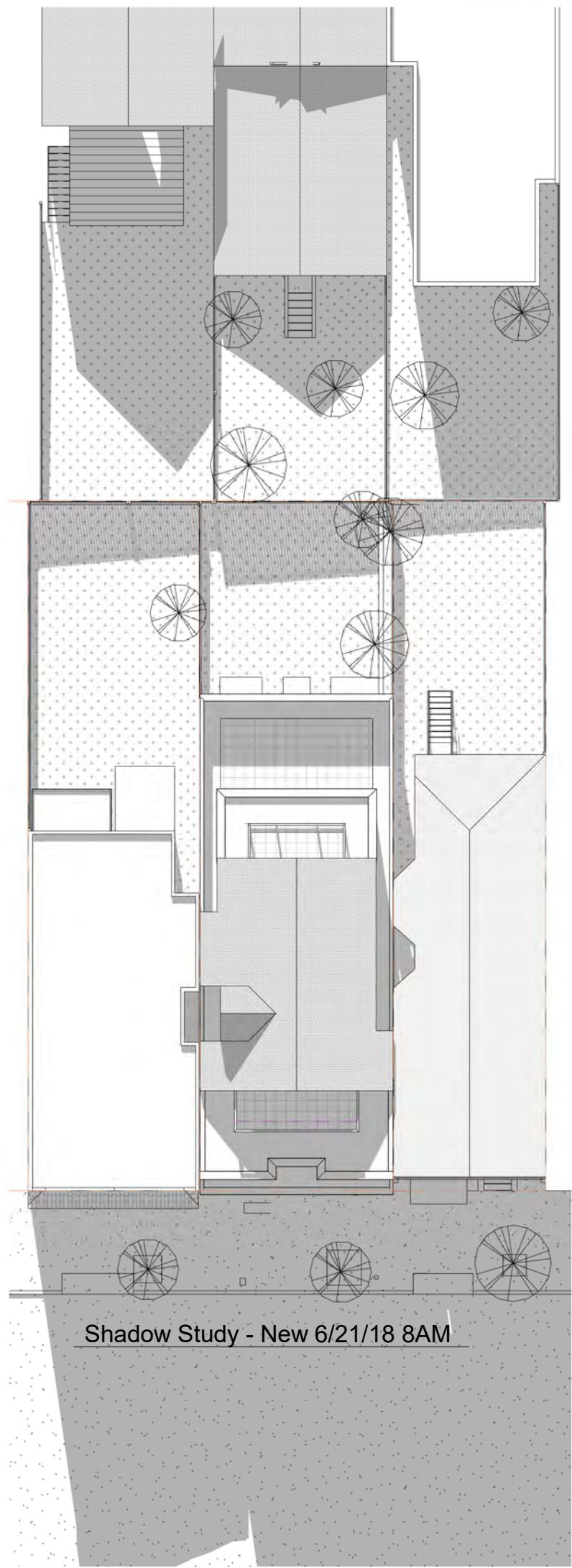
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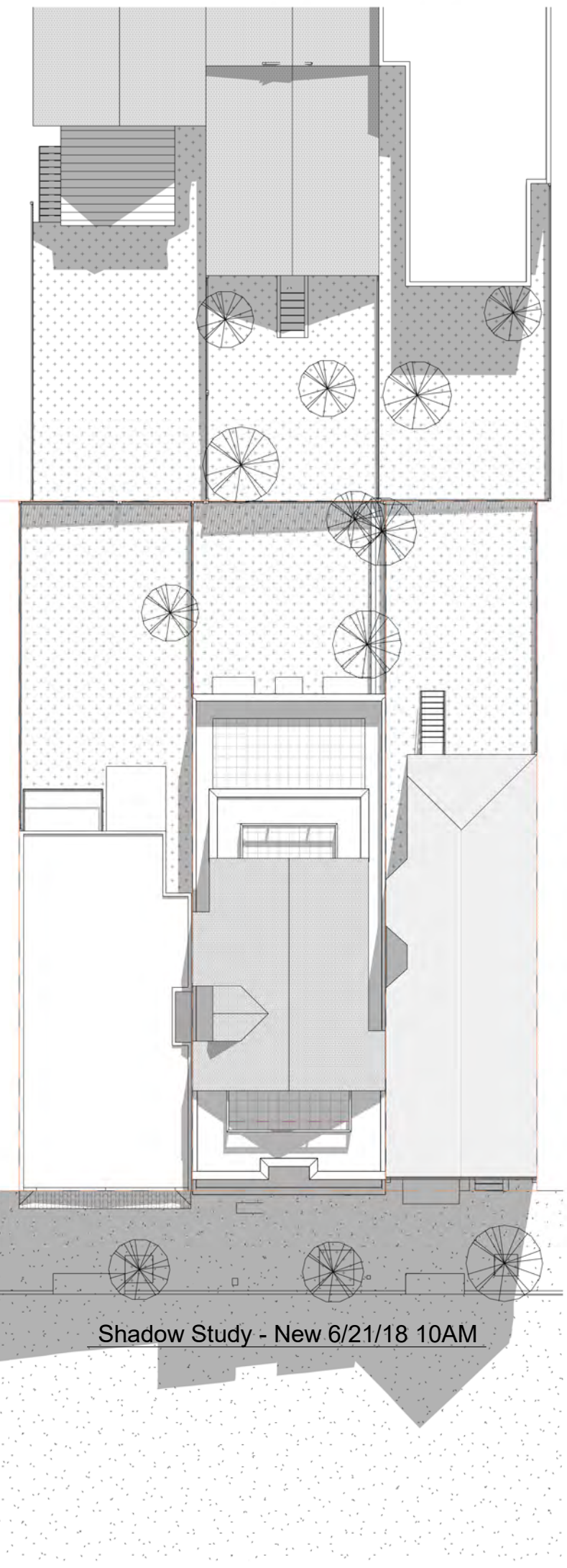
Shadow Study - Existing 6/21/18 5PM



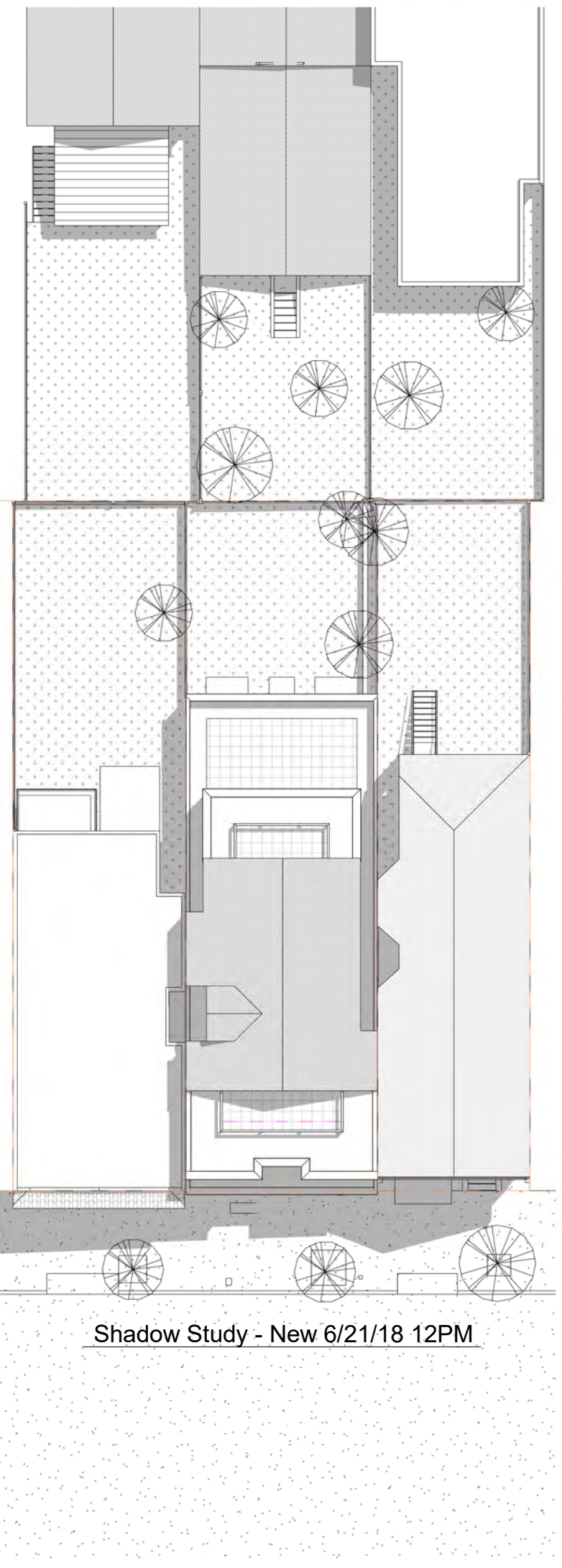
Shadow Study - Existing 6/21/18 6PM



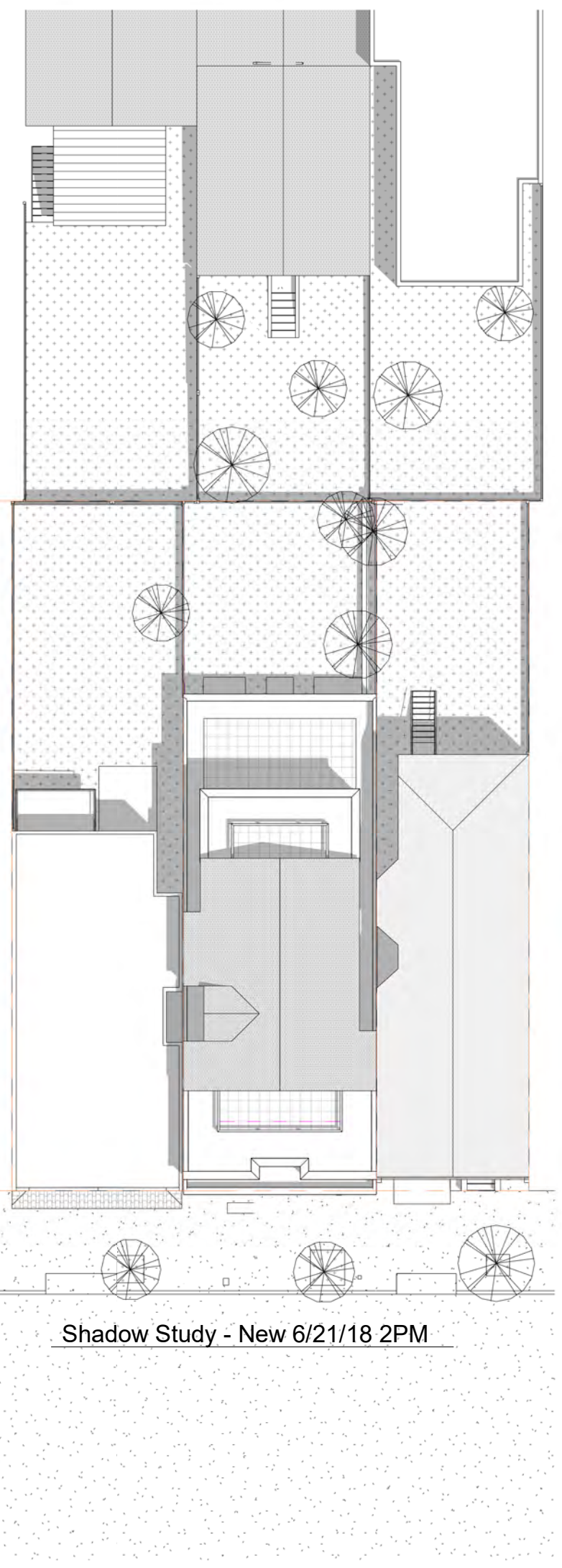
Shadow Study - New 6/21/18 8AM



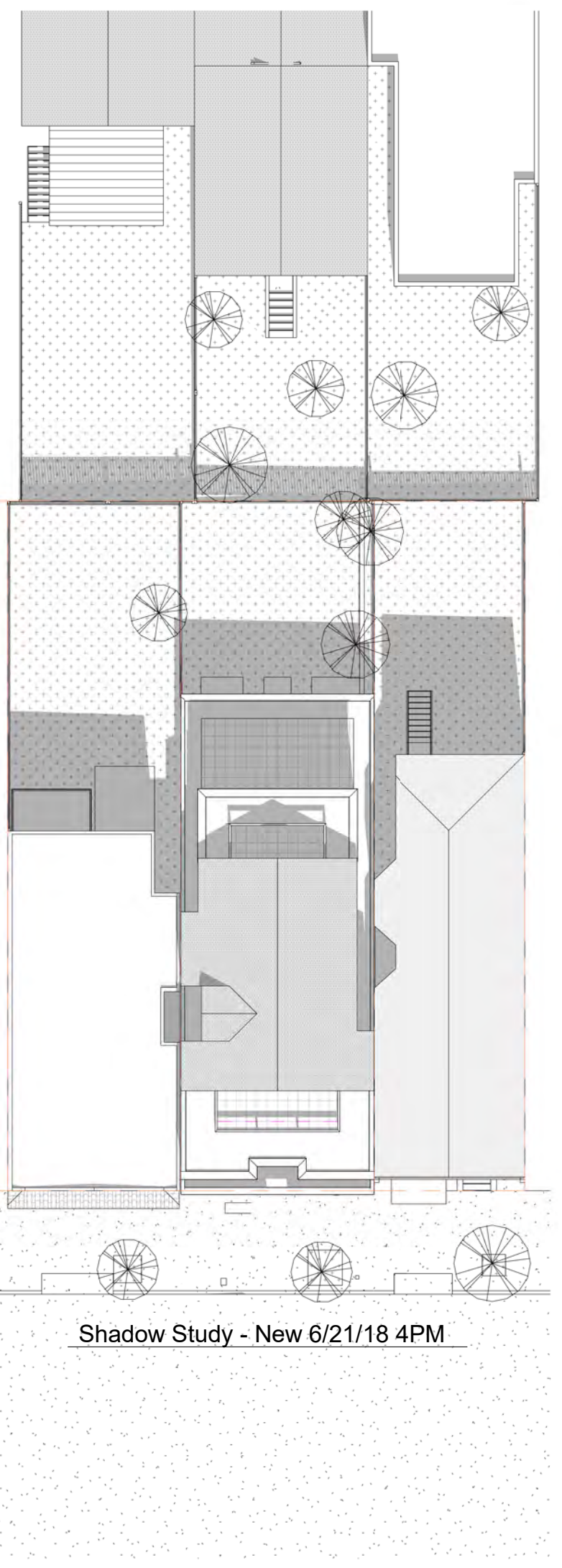
Shadow Study - New 6/21/18 10AM



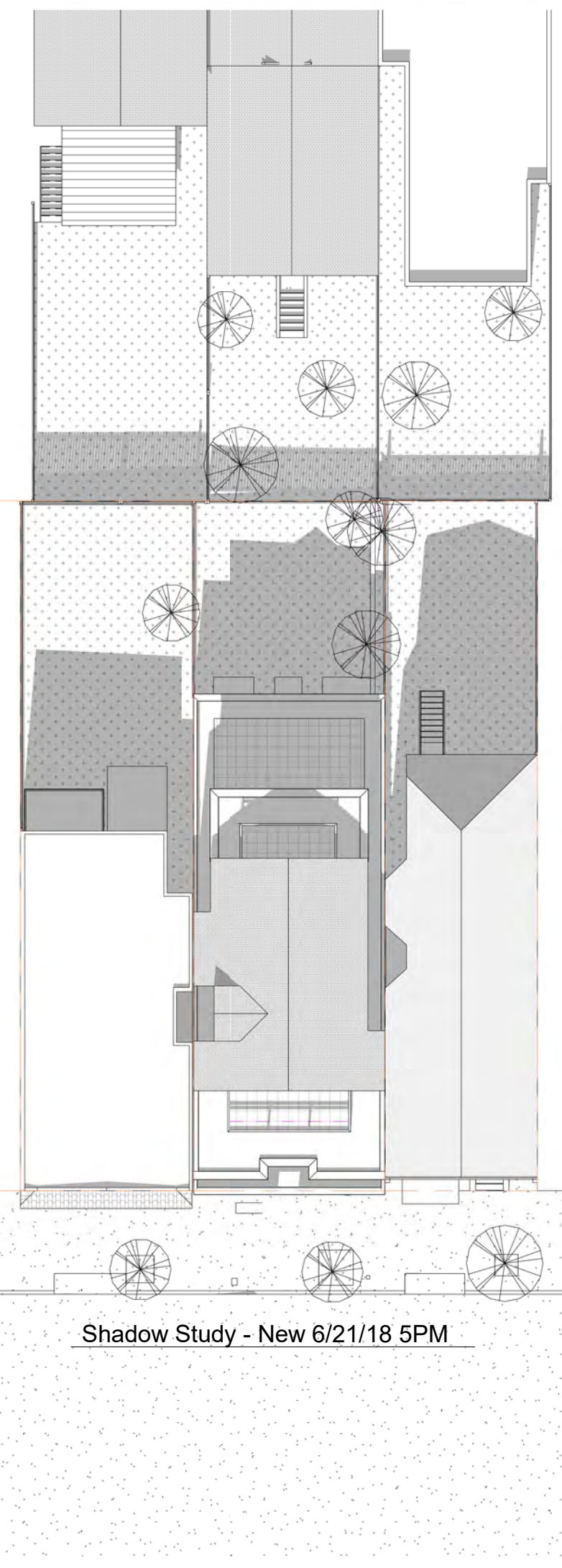
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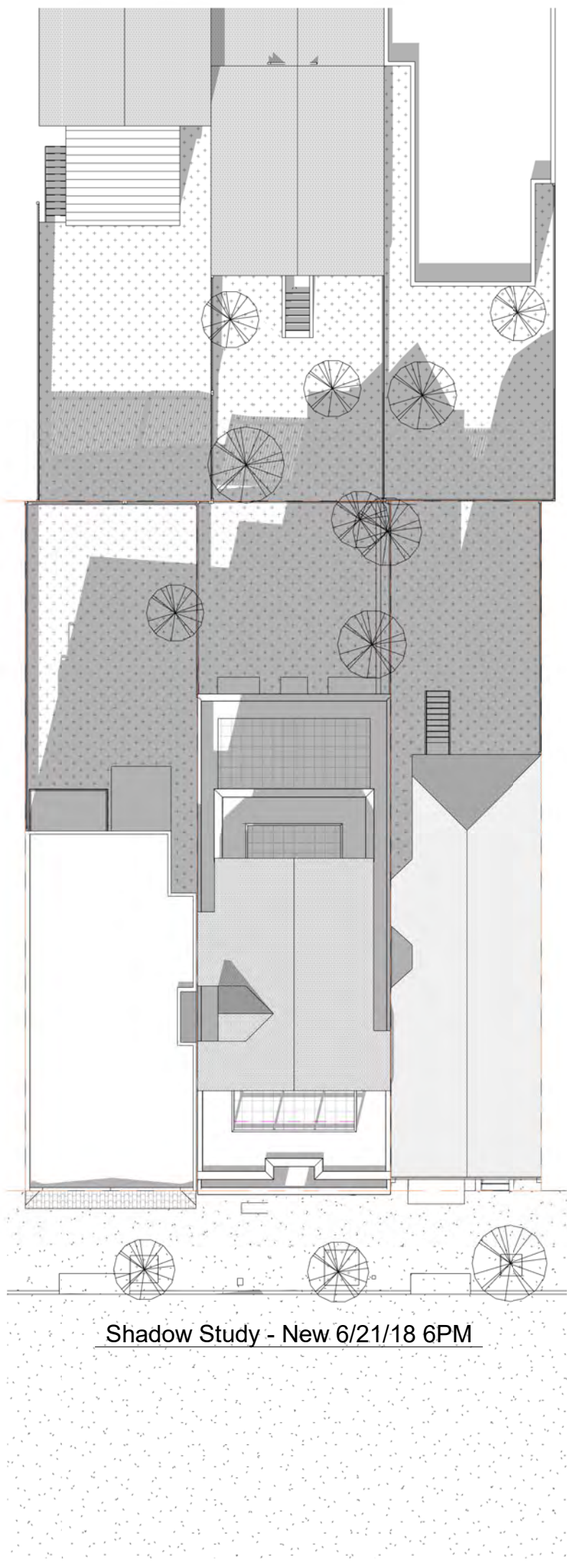
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Shadow Study - New 6/21/18 4PM



Shadow Study - New 6/21/18 5PM



Shadow Study - New 6/21/18 6PM

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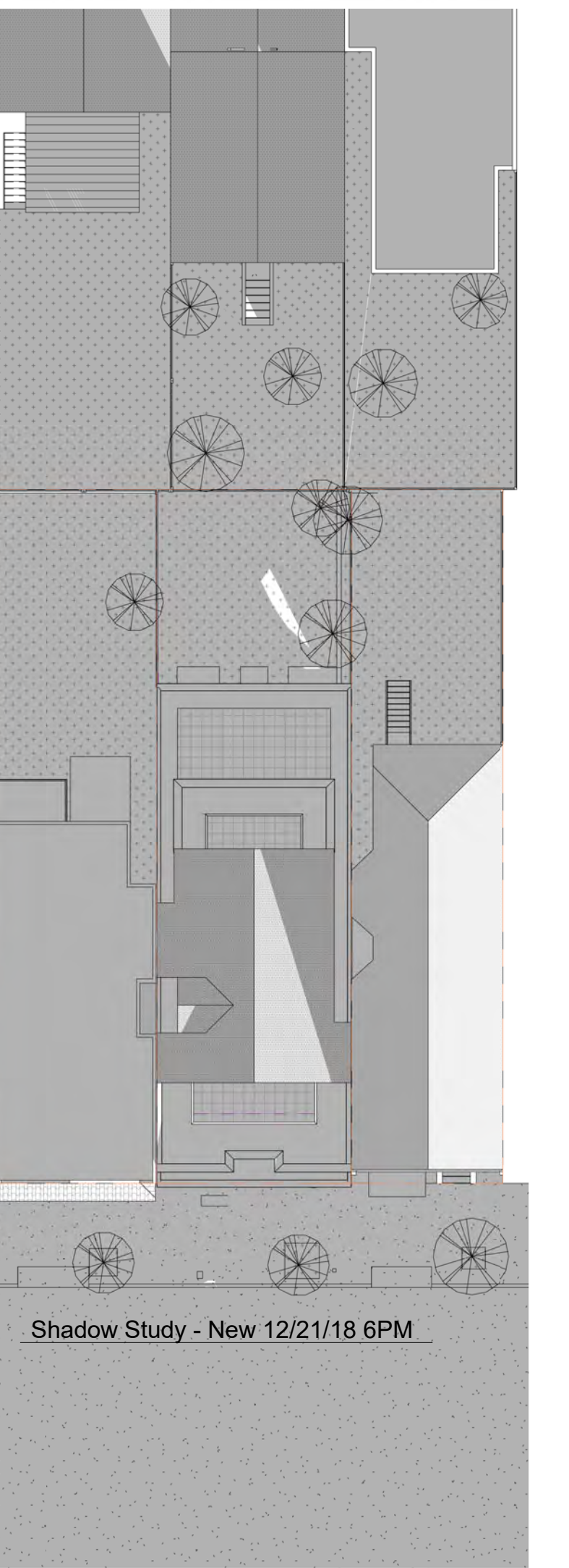
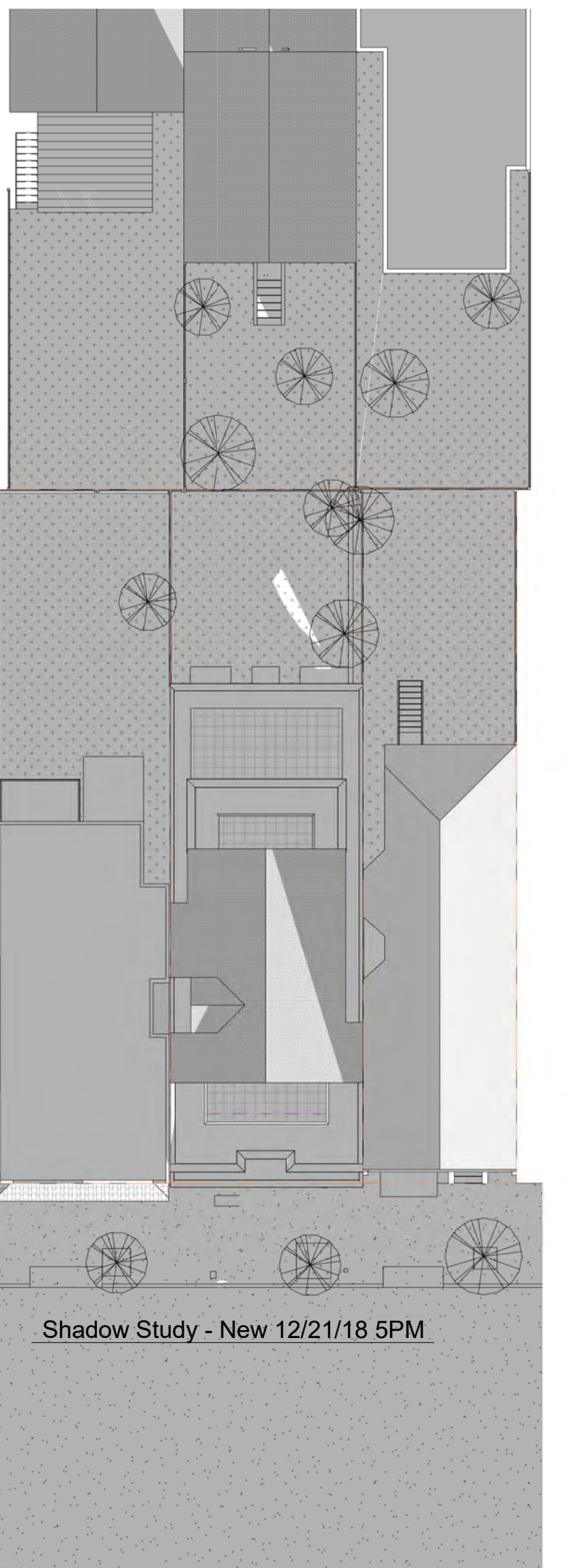
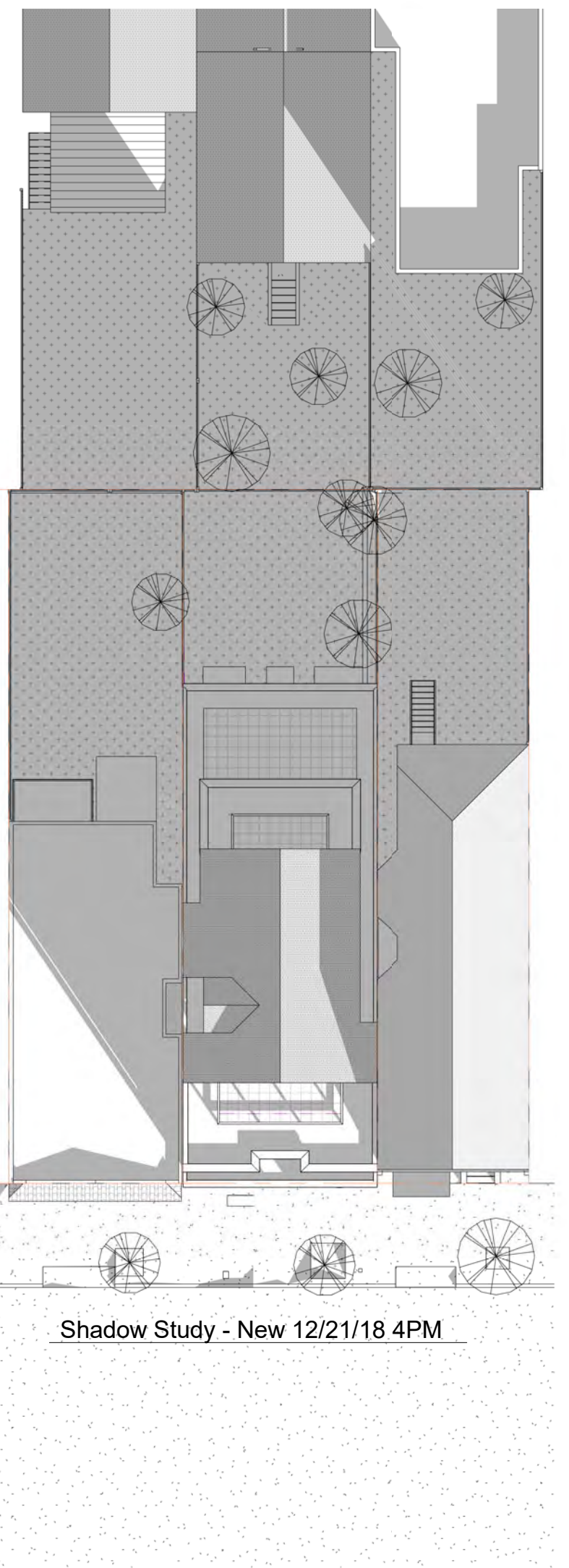
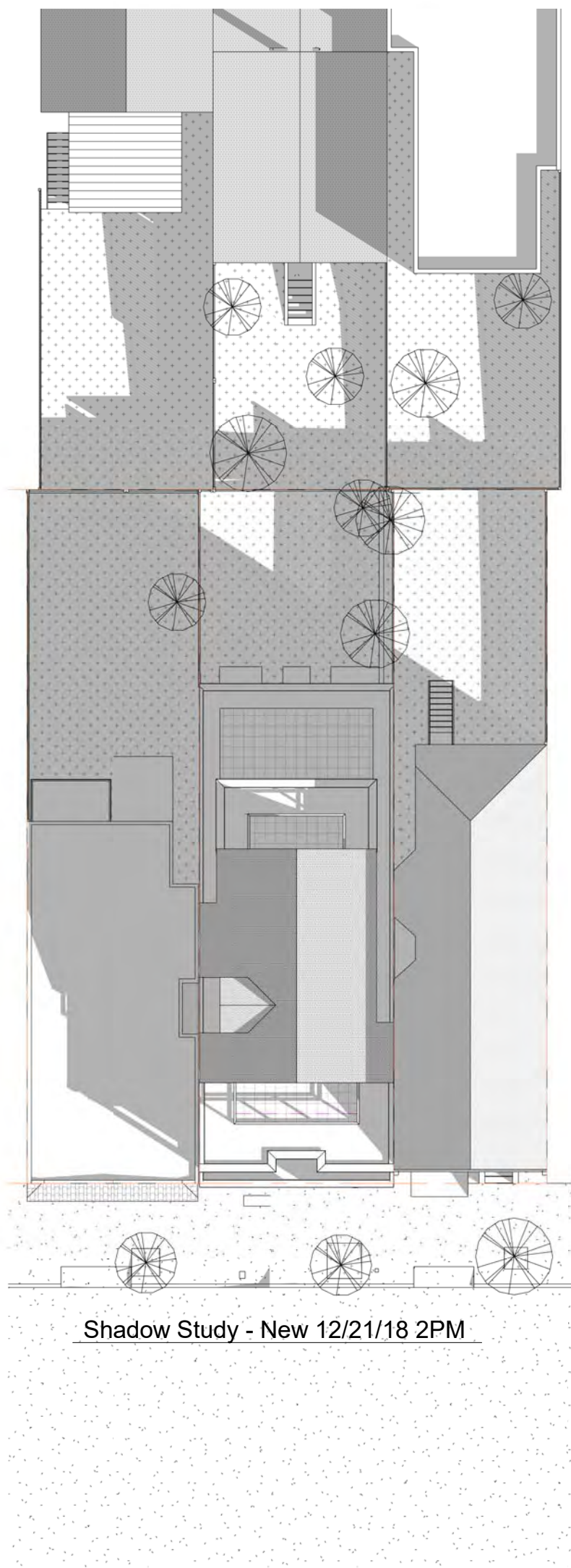
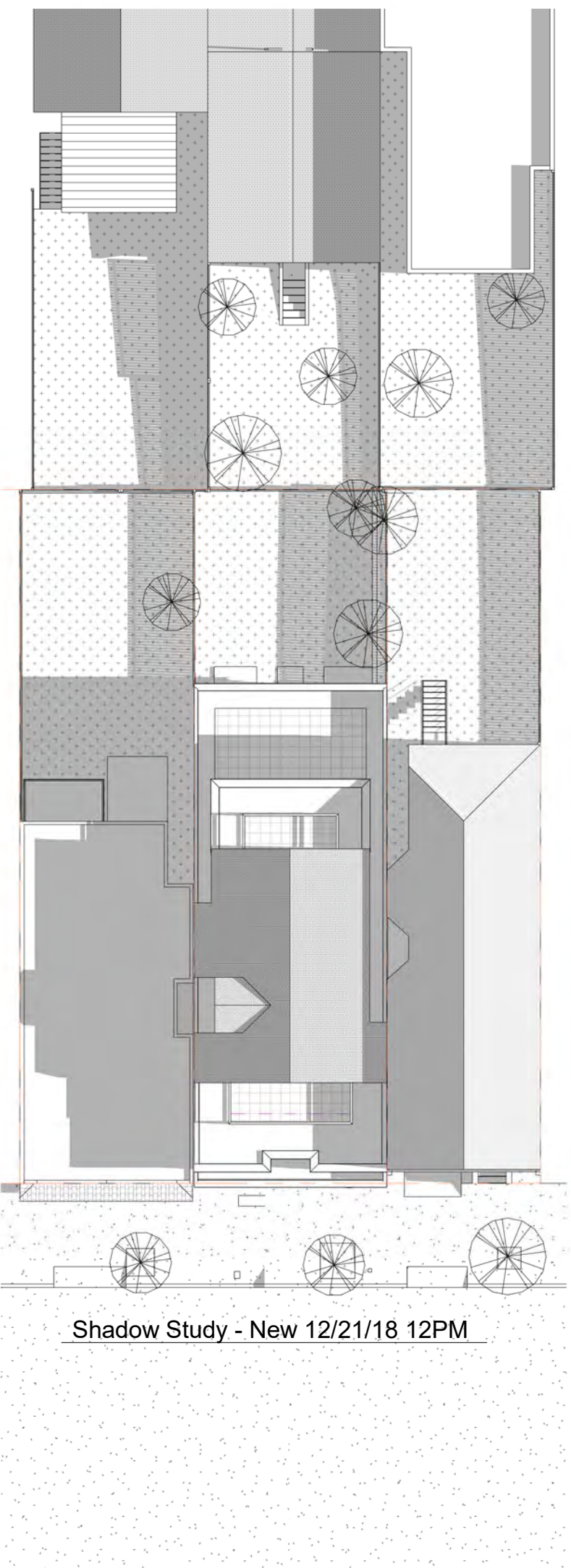
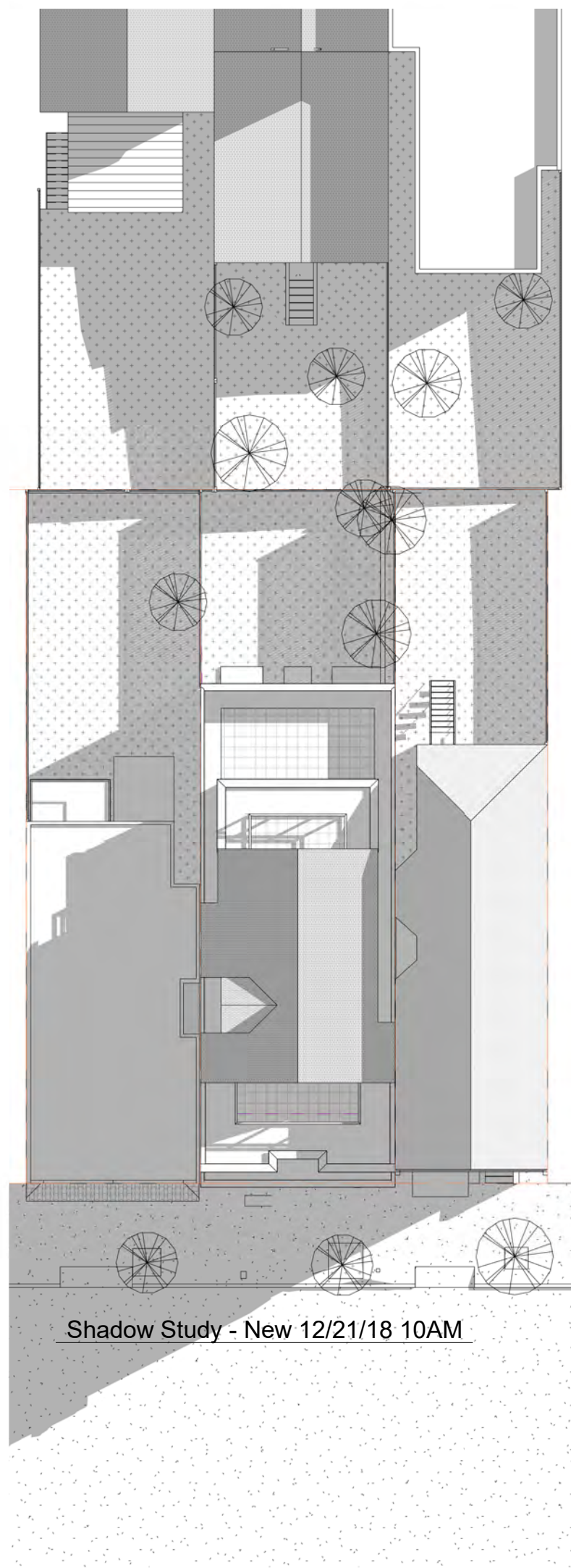
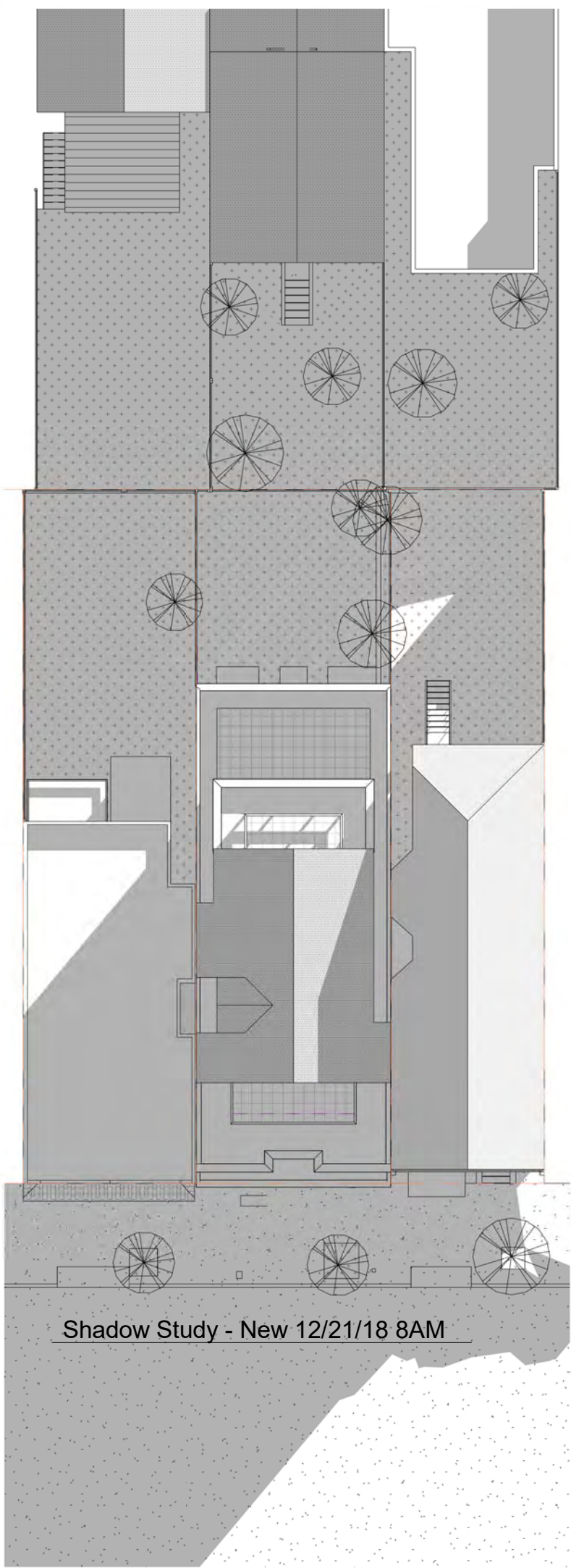
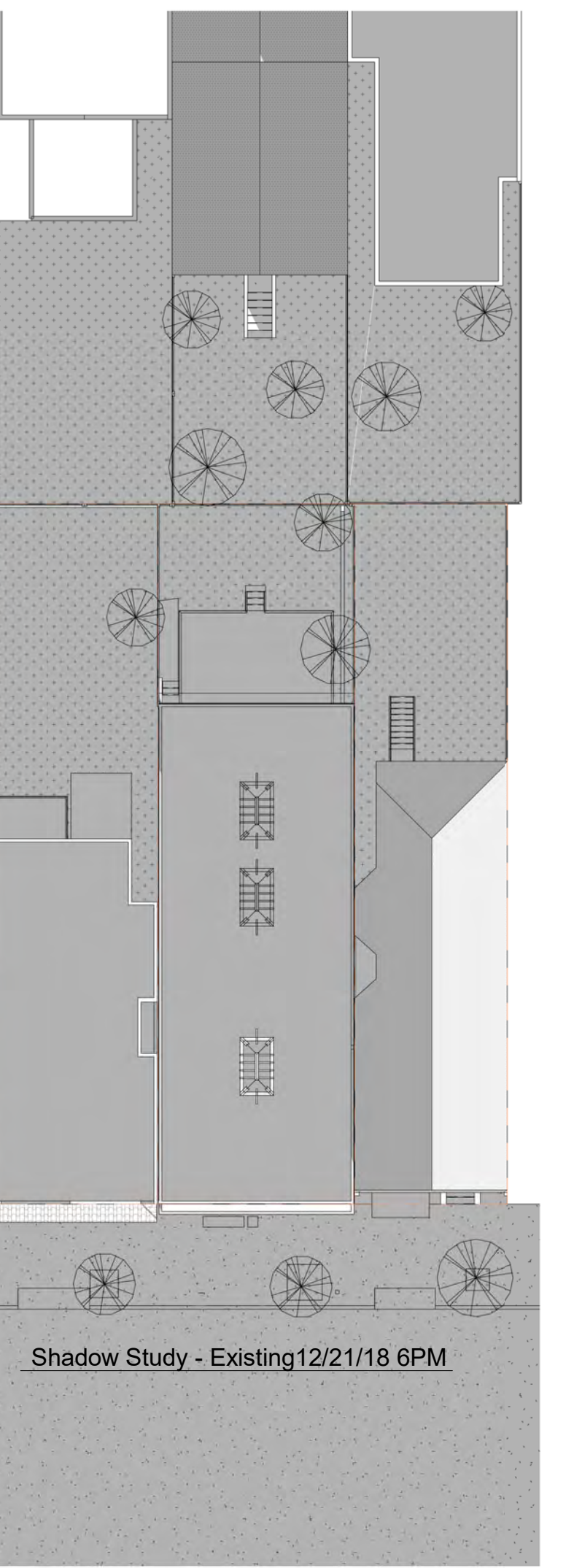
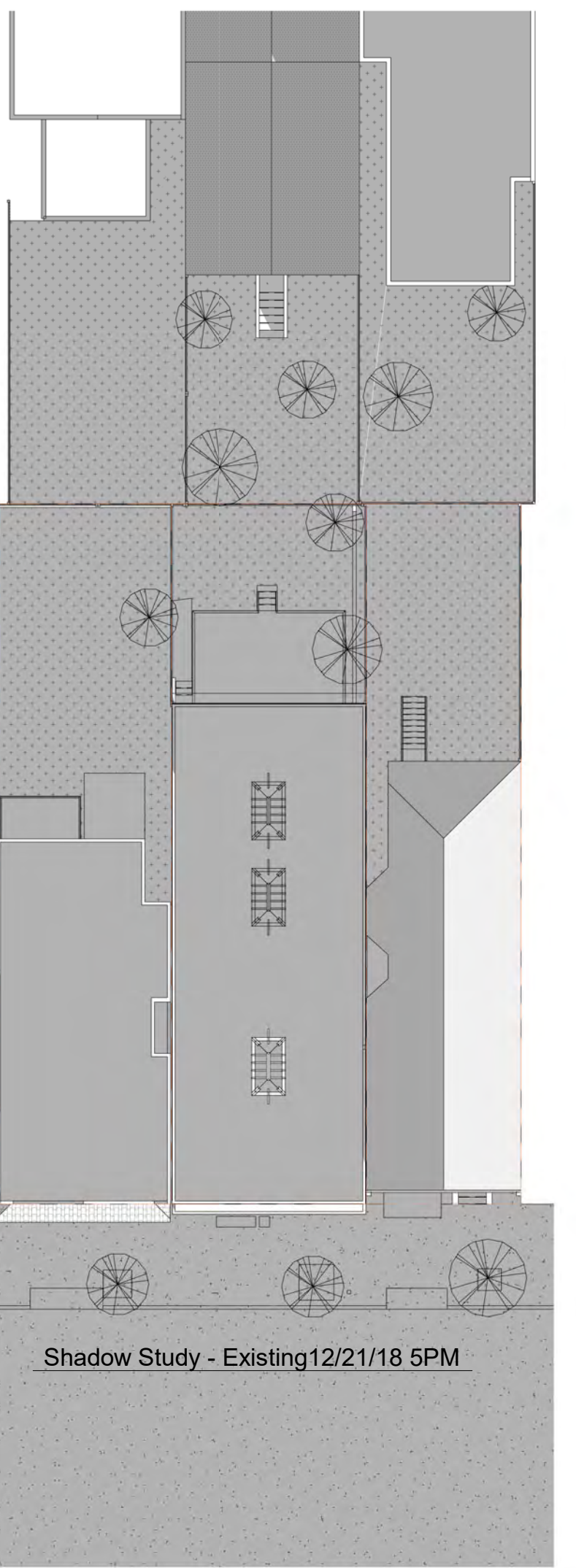
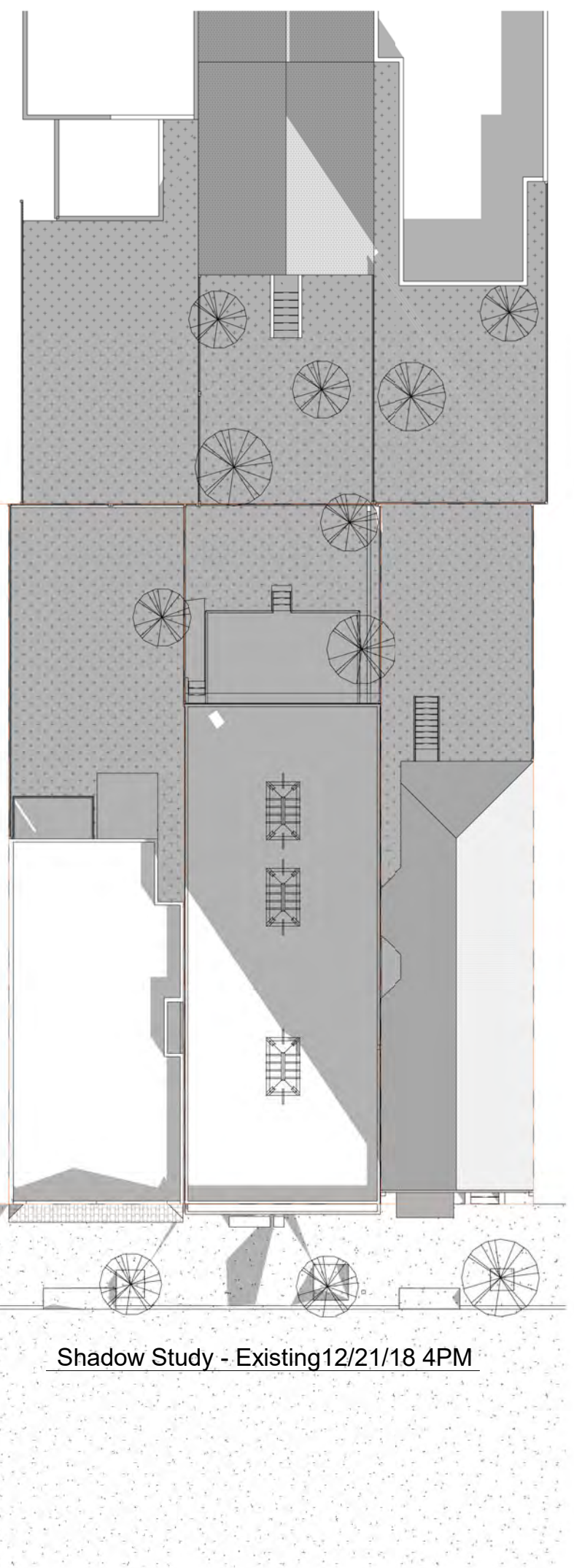
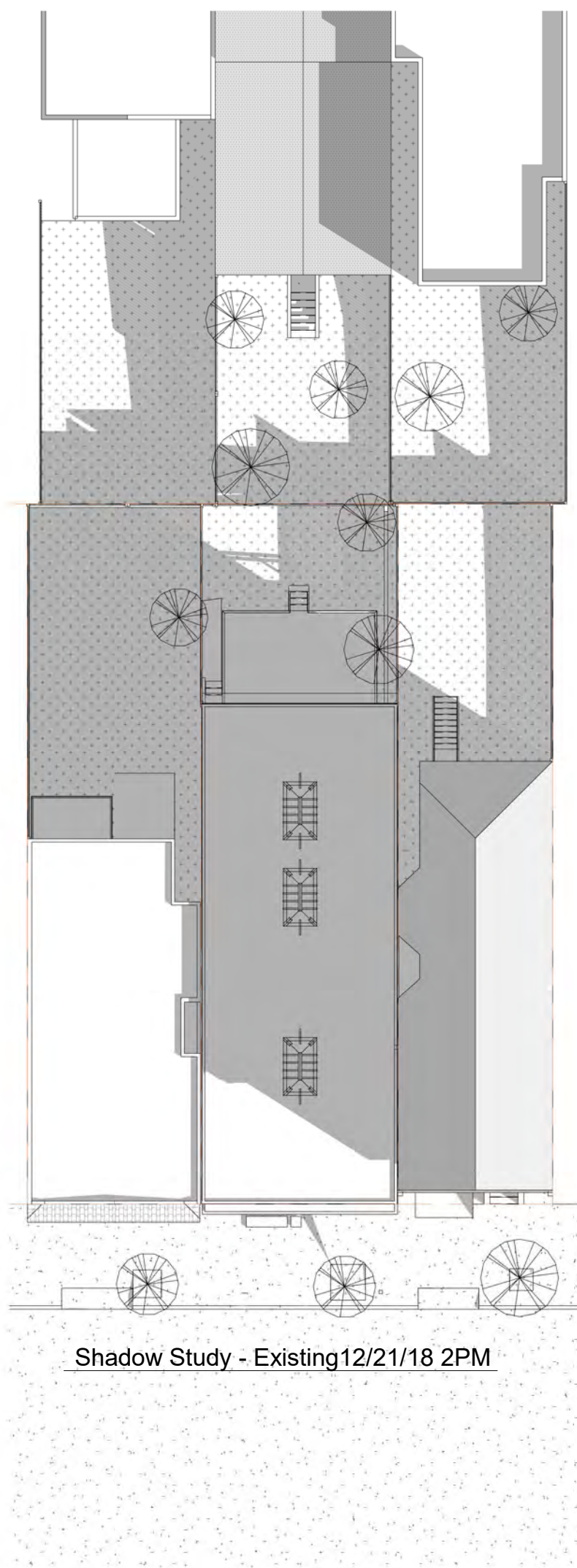
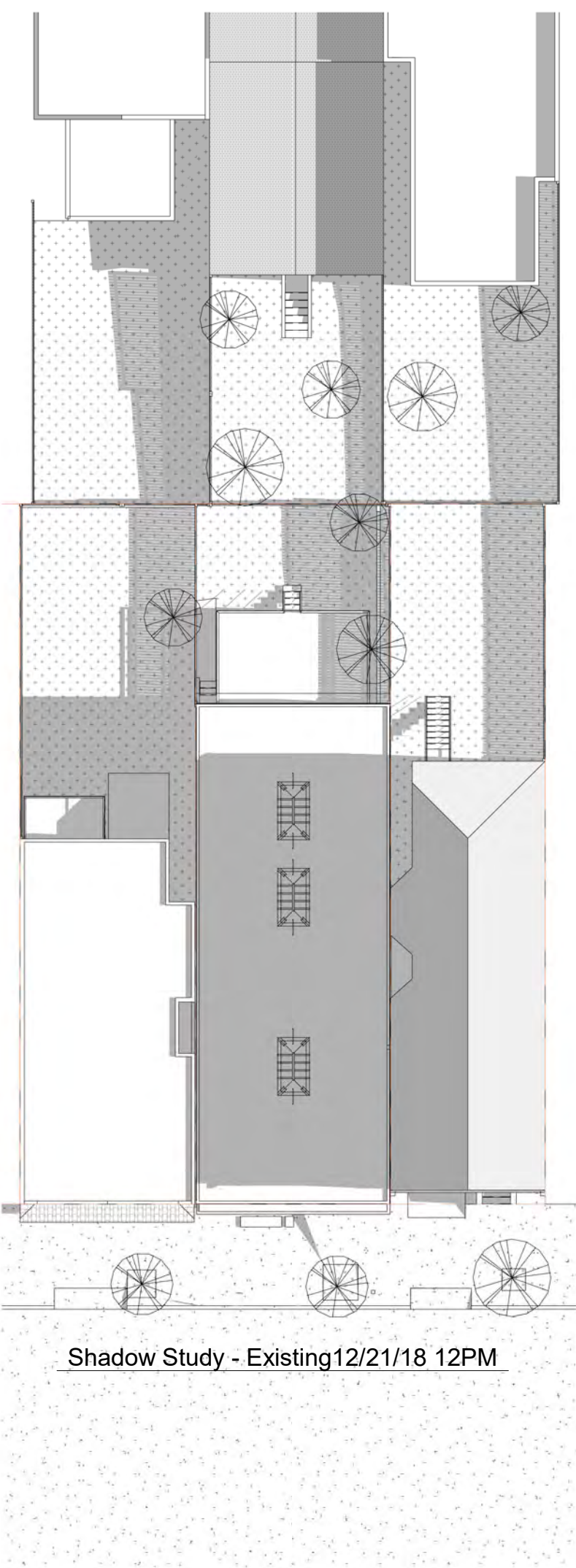
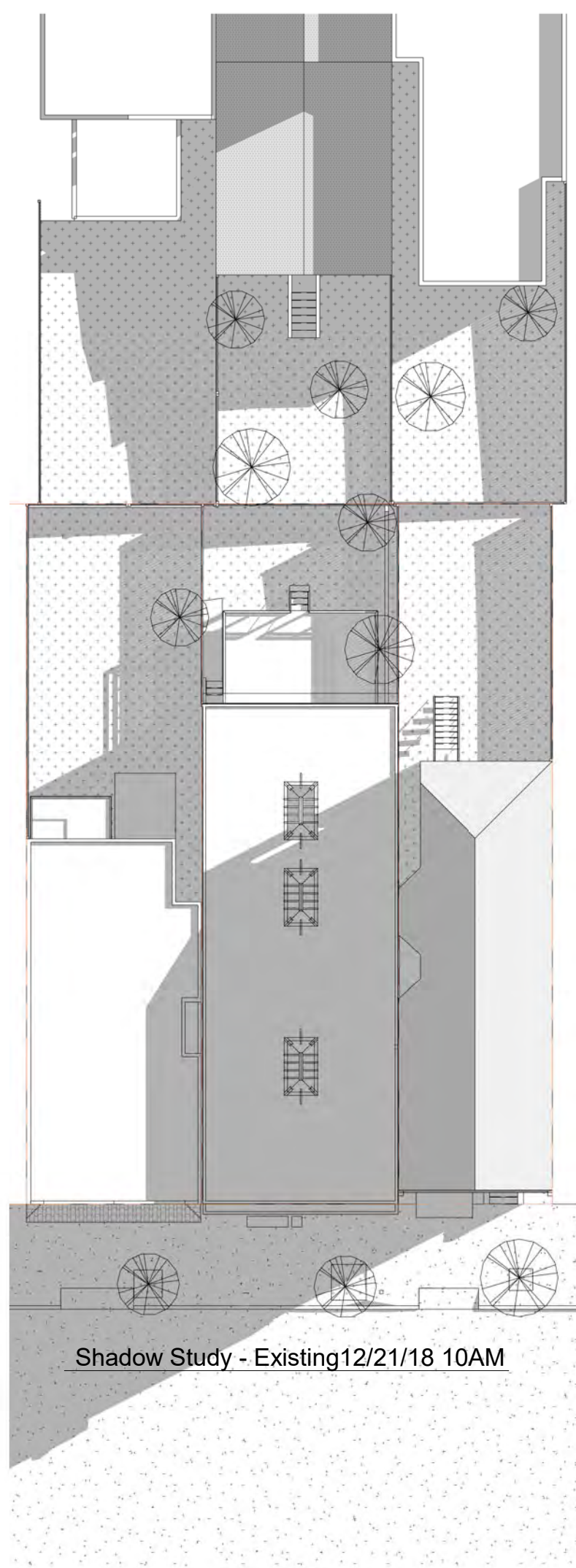
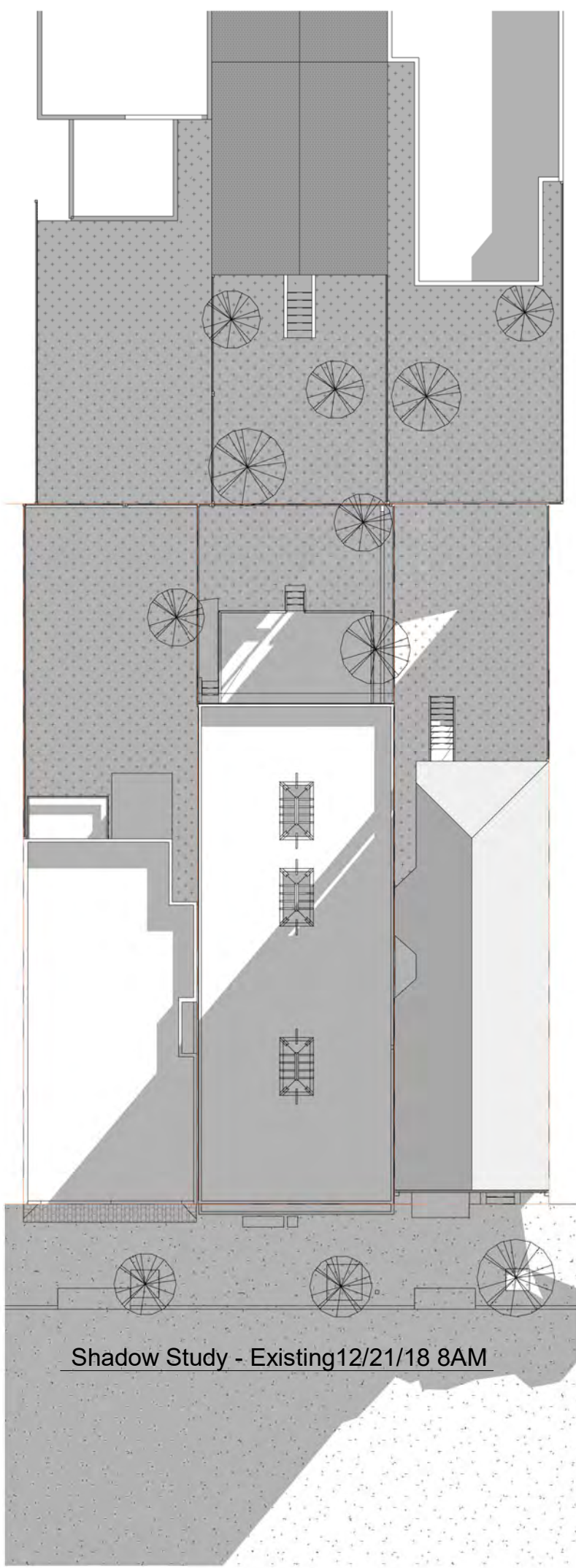
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415-621-3393 f

MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

SHADOW STUDY - Existing
& New on June 21

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| DATE: | 1-20-2020 |
| SCALE: | 1" = 20'-0" |
| DRAWN: | Author |
| JOB: | 1607 |
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CALIFORNIA 94103
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415-621-3393 f

MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

SHADOW STUDY - Existing
& New on December 21

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| DATE: | 1-20-2020 |
| SCALE: | 1" = 20'-0" |
| DRAWN: | Author |
| JOB: | 1607 |
| SHEET: | |

A5.5

GS1: San Francisco Green Building Site Permit Submittal Form

Form version: October 5, 2017 (For permit applications January 2017 - December 2019)

INSTRUCTIONS:

1. Select one (1) column to identify project requirements for the project. For addition and alteration projects, applicability of specific requirements may depend upon project scope. Provide the Project Information in the column at right.
2. To ensure legibility of DBI archives, submittal must be a minimum of 24" x 36".
3. This form is for permit applications submitted January 2017 through December 2019. The prior version may be submitted until January 1, 2018.
4. LEED or GreenPoint Rated scorecards are not required with Site Permit applications, but should be used as early as possible.

Attachment GS2, GS3, GS4, GS5 or GS6 will be due with applicable addenda. "FINAL COMPLIANCE VERIFICATION" form is required prior to Certificate of Completion. For Municipal projects, additional Environment Code Chapter 7 requirements may apply; see GS6. See Administrative Bulletin 93 for details.

CHECK THE ONE COLUMN THAT BEST DESCRIBES YOUR PROJECT

| SOURCE OF REQUIREMENT | | | | DESCRIPTION OF REQUIREMENT | NEW CONSTRUCTION | | | | ALTERATIONS + ADDITIONS | | | | | PROJECT INFO | | |
|------------------------------|--|---|---|--|--|--|--|---|--|---|--|---|---|--|---|--|
| LEED/GPR | TITLE | Required LEED or GPR Certification Level | | | LOW-RISE RESIDENTIAL R 1-3 Floors | HIGH-RISE RESIDENTIAL R 4+ Floors | LARGE NON-RESIDENTIAL A,B,E,I,M 25,000 sq.ft. or greater | OTHER NON-RESIDENTIAL F,H,L,S,U or A,B,E,I,M less than 25,000 sq.ft. | RESIDENTIAL MAJOR ALTERATIONS + ADDITIONS R 25,000 sq.ft. or greater | OTHER RESIDENTIAL ALTERATIONS + ADDITIONS R adds any amount of conditioned area | NON-RESIDENTIAL MAJOR ALTERATIONS + ADDITIONS B,M 25,000 sq.ft. or greater | FIRST-TIME NON-RESIDENTIAL INTERIORS A,B,I,M 25,000 sq.ft. or greater | OTHER NON-RESIDENTIAL INTERIORS ALTERATIONS + ADDITIONS A,B,E,F,H,L,I,M,S,U more than 1,000 sq.ft. or \$200,000 | MISSOURI RESIDENCE PROJECT NAME BLOCK/LOT 4002/022 | 219-223 MISSOURI STREET ADDRESS | |
| LEED/GPR | LEED/GPR Point Adjustment for Retention/Demolition of Historic Features/Building | SFGBC 4.104.4.105, 5.104 & 5.105 | | Project is required to achieve sustainability certification listed at right. | LEED SILVER (50+) or GPR (75+) CERTIFIED | LEED SILVER (50+) or GPR (75+) CERTIFIED | LEED GOLD (60+) CERTIFIED | n/r | LEED GOLD (60+) or GPR (75+) CERTIFIED | n/r | LEED GOLD (60+) CERTIFIED | LEED GOLD (60+) CERTIFIED | n/r | RESIDENTIAL PRIMARY OCCUPANCY 5,274 GROSS BUILDING AREA | GOLDMAN ARCHITECTS 07-20-18 DESIGN PROFESSIONAL or PERMIT APPLICANT (sign & date) | |
| | | | | Enter any applicable point adjustments in box at right. | | | | n/r | | n/r | | | n/r | | | |
| MATERIALS | LOW-EMITTING MATERIALS | CALGreen 4.504.2.1-5 & 5.504.4.1-6, SFGBC 4.103.3.2 & 5.103.1.9, 5.103.3.2 & 5.103.4.2 | | Use products that comply with the emission limit requirements of 4.504.2.1-5, 5.504.4.1-6 for adhesives, sealants, paints, coatings, carpet systems including cushions and adhesives, resilient flooring (80% of area), and composite wood products. Major alterations to existing residential buildings must use low-emitting coatings, adhesives and sealants, and carpet systems that meet the requirements for GPR measures K2, K3 and L2 or LEED EQc2, as applicable. New large non-residential interiors and major alterations to existing residential and non-residential buildings must also use interior paints, coatings, sealants, and adhesives when applied on-site, flooring and composite wood that meet the requirements of LEED credit Low-Emitting Materials (EQc2). | 4.504.2.1-5 | 4.504.2.1-5 | LEED EQc2 | 5.504.4.1-6 | LEED EQc2 or GPR K2, K3 & L2 | 4.504.2.1-5 | LEED EQc2 | LEED EQc2 | 5.504.4.1-6 | | | |
| WATER | INDOOR WATER USE REDUCTION | CALGreen 4.303.1 & 5.303.3, SFGBC 5.103.1.2, SF Housing Code sec.12A10, SF Building Code ch.13A | | Meet flush/flow requirements for: toilets (1.28gpf); urinals (0.125gpf wall, 0.5gpf floor); showerheads (2.0gpm); lavatories (1.2gpm private, 0.5gpm public/common); kitchen faucets (1.8gpm); wash fountains (1.8gpm); metering faucets (0.2gpc); food waste disposers (1gpm/8gpm). Residential projects must upgrade all non-compliant fixtures per SF Housing Code sec.12A10. Large non-residential interiors, alterations & additions must upgrade all non-compliant fixtures per SF Building Code ch.13A. New large non-residential buildings must also achieve minimum 30% indoor potable water use reduction as calculated to meet LEED credit Indoor Water Use Reduction (WEC2). | | | LEED WEC2 (2 pts) | | | | | | | | | |
| | NON-POTABLE WATER REUSE | Health Code art.12C | | New buildings ≥ 40,000 sq.ft. must calculate a water budget. New buildings ≥250,000 sq.ft. must treat and use available rainwater, graywater, and foundation drainage and use in toilet and urinal flushing and irrigation. See www.sfwater.org for details. | n/r | | | n/r | n/r | n/r | n/r | n/r | n/r | | | |
| | WATER-EFFICIENT IRRIGATION | Administrative Code ch.63 | | New construction projects with aggregated landscape area ≥500 sq.ft. or existing projects with modified landscape area ≥1,000 sq.ft. shall use low water use plants or climate appropriate plants, restrict turf areas and comply with Model Water Efficient Landscape Ordinance restrictions by calculated ETAF (.55 for residential, .45 for non-residential or less) or by prescriptive compliance for projects with ≤2,500 sq.ft. of landscape area. See www.sfwater.org for details. | | | | | | | | | | | | |
| | WATER METERING | CALGreen 5.303.1 | | Provide submeters for spaces projected to consume >1,000gal/day (or >100gal/day in buildings >50,000 sq.ft.). | n/r | n/r | | | n/r | n/r | | | | | | |
| ENERGY | ENERGY EFFICIENCY | CA Energy Code | | Comply with all provisions of the CA Title 24 Part 6 Energy Standards. | | | | | | | | | | | | |
| | BETTER ROOFS | SFGBC 4.201.1 & 5.201.1.2 | | New non-residential buildings >2,000 sq.ft. and ≤10 occupied floors, and new residential buildings of any size and ≤10 occupied floors, must designate 15% of roof Solar Ready, per Title 24 rules. Install photovoltaics or solar hot water systems in this area. With Planning Department approval, projects subject to SFPUC Stormwater Requirements may substitute living roof for solar energy systems. | | ≤10 floors | | | n/r | n/r | n/r | n/r | n/r | | | |
| | RENEWABLE ENERGY | SFGBC 5.201.1.3 | | Non-residential buildings with ≥11 floors must acquire at least 1% of energy from on-site renewable sources, purchase green energy credits, or achieve 5 points under LEED credit Optimize Energy Performance (EAc2). | n/r | n/r | | | n/r | n/r | n/r | n/r | n/r | | | |
| | COMMISSIONING (Cx) | CALGreen 5.410.2-5.410.4.5.1 | | For projects ≥10,000 sq.ft. include OPR, BOD, and commissioning plan in design & construction. Commission to comply. Alterations & additions with new HVAC equipment must test and adjust all equipment. | n/r | n/r | LEED EAc1 opt. 1 | | n/r | n/r | | | | | | |
| PARKING | BICYCLE PARKING | CALGreen 5.106.4, Planning Code sec.155.1-2 | | Provide short- and long-term bike parking equal to 5% of motorized vehicle parking, or meet SF Planning Code sec.155.1-2, whichever is greater. | SF Planning Code sec.155.1-2 | SF Planning Code sec.155.1-2 | | | if applicable SF Planning Code sec.155.1-2 | if applicable SF Planning Code sec.155.1-2 | | | if >10 stalls added | | | |
| | DESIGNATED PARKING | CALGreen 5.106.5.2 | | Mark 8% of total parking stalls for low-emitting, fuel efficient, and carpool/van pool vehicles. | n/r | n/r | | | n/r | n/r | | | if >10 stalls added | | | |
| | WIRING FOR EV CHARGERS | CALGreen 4.106.4 & 5.106.5.3 | | Install infrastructure to provide electricity for EV chargers at 6% of spaces for non-residential (5.106.5.3), 3% of spaces for multifamily with ≥17 units (4.106.4.2), and each space in 1-2 unit dwellings (4.106.4.1). Installation of chargers is not required. | | | | | n/r | n/r | n/r | n/r | n/r | | | |
| WASTE DIVERSION | RECYCLING BY OCCUPANTS | SF Building Code AB-099 | | Provide adequate space and equal access for storage, collection and loading of compostable, recyclable and landfill materials. | | | | | | | | | | | | |
| | CONSTRUCTION & DEMOLITION (C&D) WASTE MANAGEMENT | SFGBC 4.103.4.3 & 5.103.1.3.1, Environment Code ch.14, SF Building Code ch.13B | | For 100% of mixed C&D debris use registered transporters and registered processing facilities with a minimum of 65% diversion rate. Divert a minimum of 75% of total C&D debris if noted. | | 75% diversion | 75% diversion | | | | | 75% diversion | | | | |
| HVAC | HVAC INSTALLER QUALS | CALGreen 4.702.1 | | Installers must be trained and certified in best practices. | | | n/r | n/r | | | n/r | n/r | n/r | | | |
| | HVAC DESIGN | CALGreen 4.507.2 | | HVAC shall be designed to ACCA Manual J, D, and S. | | | n/r | n/r | | | n/r | n/r | n/r | | | |
| | REFRIGERANT MANAGEMENT | CALGreen 5.508.1 | | Use no halons or CFCs in HVAC. | n/r | n/r | | | n/r | n/r | | | | | | |
| GOOD NEIGHBOR | LIGHT POLLUTION REDUCTION | CA Energy Code, CALGreen 5.106.8 | | Comply with CA Energy Code for Lighting Zones 1-4. Comply with 5.106.8 for Backlight/Uplight/Glare. | n/r | n/r | | | n/r | n/r | | | | | | |
| | BIRD-SAFE BUILDINGS | Planning Code sec.126 | | Glass facades and bird hazards facing and/or near Urban Bird Refuges may need to treat their glass for opacity. | | | | | | | | | | | | |
| | TOBACCO SMOKE CONTROL | CALGreen 5.504.7, Health Code art.19F | | For non-residential projects, prohibit smoking within 25 feet of building entries, air intakes, and operable windows. For residential projects, prohibit smoking within 10 feet of building entries, air intakes, and operable windows and enclosed common areas. | | | | | | | | | | | | |
| POLLUTION PREVENTION | STORMWATER CONTROL PLAN | Public Works Code art.4.2 sec.147 | | Projects disturbing ≥5,000 sq.ft. in combined or separate sewer areas, or replacing ≥2,500 impervious sq.ft. in separate sewer area, must implement a Stormwater Control Plan meeting SFPUC Stormwater Management Requirements. See www.sfwater.org for details. | | | | | if project extends outside envelope | if project extends outside envelope | if project extends outside envelope | if project extends outside envelope | if project extends outside envelope | | | |
| | CONSTRUCTION SITE RUNOFF CONTROLS | Public Works Code art.4.2 sec.146 | | Provide a construction site Stormwater Pollution Prevention Plan and implement SFPUC Best Management Practices. See www.sfwater.org for details. | if disturbing ≥5,000 sq.ft. | | if disturbing ≥5,000 sq.ft. | if disturbing ≥5,000 sq.ft. | if project extends outside envelope | if project extends outside envelope | if project extends outside envelope | if project extends outside envelope | if project extends outside envelope | | | |
| INDOOR ENVIRONMENTAL QUALITY | ACOUSTICAL CONTROL | CALGreen 5.507.4.1-3, SF Building Code sec.120.7 | | Non-residential projects must comply with sound transmission limits (STC-50 exteriors near freeways/airports; STC-45 exteriors if 65db Leq at any time; STC-40 interior walls/floor-ceilings between tenants). New residential projects' interior noise due to exterior sources shall not exceed 45dB. | | | | | n/r | n/r | | | | | | |
| | AIR FILTRATION (CONSTRUCTION) | CALGreen 4.504.1-3 & 5.504.1-3 | | Seal permanent HVAC ducts/equipment stored onsite before installation. | | | | | | | | | | | | |
| | AIR FILTRATION (OPERATIONS) | CALGreen 5.504.5.3, SF Health Code art.39 | | Non-residential projects must provide MERV-8 filters on HVAC for regularly occupied, actively ventilated spaces. Residential new construction and major alteration & addition projects in Air Pollutant Exposure Zones per SF Health Code art.39 must provide MERV-13 filters on HVAC. | if applicable | if applicable | | | if applicable | n/r | | | | | | |
| | CONSTRUCTION IAQ MANAGEMENT PLAN | SFGBC 5.103.1.8 | | During construction, meet SMACNA IAQ guidelines; provide MERV-8 filters on all HVAC. | n/r | n/r | LEED EQc3 | n/r | n/r | n/r | n/r | n/r | n/r | | | |
| RESIDENTIAL | GRADING & PAVING | CALGreen 4.106.3 | | Show how surface drainage (grading, swales, drains, retention areas) will keep surface water from entering the building. | | | n/r | n/r | if applicable | if applicable | n/r | n/r | n/r | | | |
| | RODENT PROOFING | CALGreen 4.406.1 | | Seal around pipe, cable, conduit, and other openings in exterior walls with cement mortar or DBI-approved similar method. | | | n/r | n/r | | | n/r | n/r | n/r | | | |
| | FIREPLACES & WOODSTOVES | CALGreen 4.503.1 | | Install only direct-vent or sealed-combustion, EPA Phase II-compliant appliances. | | | n/r | n/r | | | n/r | n/r | n/r | | | |
| | CAPILLARY BREAK, SLAB ON GRADE | CALGreen 4.505.2 | | Slab on grade foundation requiring vapor retarder also requires a capillary break such as: 4 inches of base 1/2-inch aggregate under retarder; slab design specified by licensed professional. | | | n/r | n/r | | | n/r | n/r | n/r | | | |
| | MOISTURE CONTENT | CALGreen 4.505.3 | | Wall and floor wood framing must have <19% moisture content before enclosure. | | | n/r | n/r | | | n/r | n/r | n/r | | | |
| BATHROOM EXHAUST | CALGreen 4.506.1 | | Must be ENERGY STAR compliant, ducted to building exterior, and its humidistat shall be capable of adjusting between <60% to >80% (humidistat may be separate component). | | | n/r | n/r | | | n/r | n/r | n/r | | | | |

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SAN FRANCISCO GREEN
BUILDING - SITE PLAN
SUBMITTAL FORM

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| DATE: | 1-20-2020 |
| SCALE: | |
| DRAWN: | GDG |
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