Date: July 9, 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

<table>
<thead>
<tr>
<th>TYPE</th>
<th>REQUIRED PERIOD</th>
<th>NOTIFICATION DATES</th>
<th>DR FILE DATE</th>
<th>DR HEARING DATE</th>
<th>FILING TO HEARING TIME</th>
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HEARING NOTIFICATION

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<td>October 25, 2020</td>
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<td>20 days</td>
<td>October 25, 2020</td>
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PUBLIC COMMENT

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<tr>
<td>Adjacent neighbor(s)</td>
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<td>Other neighbors on the</td>
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<td>block or directly across the street</td>
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<tr>
<td>Neighborhood groups</td>
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</tbody>
</table>

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.


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.

4. Subsequent to the DR applications the project sponsor has modified the design by: lowering the overall building height by 4’; reducing a portion of the ground floor at the rear to align with the
required rear yard line; and further reducing the height of the North property line wall by 4’. (See revised drawings dated 4.13.2020).

Therefore, staff finds that there are no exceptional or extraordinary circumstances and recommend not taking Discretionary review.

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
311 plans dated 1.27.20
Revised plans and 3-D renderings dated 4.13.20
*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.*
Aerial Photo

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

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

<table>
<thead>
<tr>
<th>PROJECT INFORMATION</th>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Address:</td>
<td>219-223 Missouri Street</td>
</tr>
<tr>
<td>Cross Street(s):</td>
<td>18th &amp; Mariposa Streets</td>
</tr>
<tr>
<td>Block/Lot No.:</td>
<td>4002/022</td>
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<tr>
<td>Zoning District(s):</td>
<td>RH-2 / 40-X</td>
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<tr>
<td>Record No.:</td>
<td>2018-011031PRJ</td>
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<tr>
<td>Applicant:</td>
<td>John Goldman, Goldman Architects</td>
</tr>
<tr>
<td>Address:</td>
<td>172 Russ Street</td>
</tr>
<tr>
<td>City, State:</td>
<td>San Francisco, CA 94103</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(415) 391-1339</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:john@goldmanarchitects.com">john@goldmanarchitects.com</a></td>
</tr>
</tbody>
</table>

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**

- [ ] Demolition  
- [ ] Change of Use  
- [ ] Rear Addition  
- [ ] New Construction  
- [ ] Façade Alteration(s)  
- [ ] Side Addition  
- [ ] Alteration  
- [ ] Front Addition  
- [ ] Vertical Addition

**PROJECT FEATURES**

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<tr>
<th>EXISTING</th>
<th>PROPOSED</th>
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<tr>
<td>Front Setback</td>
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<td>Building Depth</td>
<td>71-ft 5-in</td>
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<tr>
<td>Height</td>
<td>Approximately 13-ft 9-in</td>
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<tr>
<td>Rear Yard (To Rear Building Wall)</td>
<td>28-ft 6-in</td>
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<tr>
<td>Number of Stories</td>
<td>1</td>
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<tr>
<td>Number of Dwelling Units</td>
<td>4</td>
</tr>
<tr>
<td>Off-Street Parking</td>
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</tbody>
</table>

**PROJECT DESCRIPTION**

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.

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.

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.

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.
CEQA Categorical Exemption Determination

PROPERTY INFORMATION/PROJECT DESCRIPTION

<table>
<thead>
<tr>
<th>Project Address</th>
<th>Block/Lot(s)</th>
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<tr>
<td>219-223 MISSOURI ST</td>
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<td>2018-011031ENV</td>
<td>201807305884</td>
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- □ Addition/Alteration
- □ Demolition (requires HRE for Category B Building)
- □ 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 Environmental Evaluation Application is required.*

- □ Class 1 - Existing Facilities. Interior and exterior alterations; additions under 10,000 sq. ft.
- □ 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.
- □ 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

- □ Class _____
## STEP 2: CEQA IMPACTS
TO BE COMPLETED BY PROJECT PLANNER

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

<table>
<thead>
<tr>
<th>Air Quality:</th>
<th>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.)? <em>(refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Air Pollution Exposure Zone)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazardous Materials:</td>
<td>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. <em>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 &gt; Maher layer).</em></td>
</tr>
<tr>
<td>Transportation:</td>
<td>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?</td>
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<tr>
<td>Archeological Resources:</td>
<td>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? <em>(refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Archeological Sensitive Area)</em></td>
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<tr>
<td>Subdivision/Lot Line Adjustment:</td>
<td>Does the project site involve a subdivision or lot line adjustment on a lot with a slope average of 20% or more? <em>(refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Topography)</em></td>
</tr>
<tr>
<td>Slope = or &gt; 20%:</td>
<td>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? <em>(refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Topography)</em> If box is checked, a geotechnical report is required.</td>
</tr>
<tr>
<td>Seismic: Landslide Zone:</td>
<td>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? <em>(refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Seismic Hazard Zones)</em> If box is checked, a geotechnical report is required.</td>
</tr>
<tr>
<td>Seismic: Liquefaction Zone:</td>
<td>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? <em>(refer to EP_ArcMap &gt; CEQA Catex Determination Layers &gt; Seismic Hazard Zones)</em> If box is checked, a geotechnical report will likely be required.</td>
</tr>
</tbody>
</table>

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:** *(refer to Parcel Information Map)*

| ☐ Category A: Known Historical Resource. **GO TO STEP 5.** |
| ☑ Category B: Potential Historical Resource (over 45 years of age). **GO TO STEP 4.** |
| ☐ 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.

| ☐ 1. **Change of use and new construction.** Tenant improvements not included. |
| ☐ 2. **Regular maintenance or repair** to correct or repair deterioration, decay, or damage to building. |
| ☐ 3. **Window replacement** that meets the Department’s **Window Replacement Standards.** Does not include storefront window alterations. |
| ☐ 4. **Garage work.** A new opening that meets the **Guidelines for Adding Garages and Curb Cuts,** and/or replacement of a garage door in an existing opening that meets the Residential Design Guidelines. |
| ☐ 5. **Deck, terrace construction, or fences** not visible from any immediately adjacent public right-of-way. |
| ☐ 6. **Mechanical equipment installation** that is not visible from any immediately adjacent public right-of-way. |
| ☐ 7. **Dormer installation** that meets the requirements for exemption from public notification under **Zoning Administrator Bulletin No. 3: Dormer Windows.** |
| ☐ 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.*

| ☐ Project is not listed. **GO TO STEP 5.** |
| ☐ Project **does not conform** to the scopes of work. **GO TO STEP 5.** |
| ☐ Project involves **four or more** work descriptions. **GO TO STEP 5.** |
| ☐ 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.

| ☐ 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. |
| ☐ 2. **Interior alterations to publicly accessible spaces.** |
| ☐ 3. **Window replacement** of original/historic windows that are not “in-kind” but are consistent with existing historic character. |
| ☐ 4. **Façade/storefront alterations** that do not remove, alter, or obscure character-defining features. |
| ☐ 5. **Raising the building** in a manner that does not remove, alter, or obscure character-defining features. |
| ☐ 6. **Restoration** based upon documented evidence of a building’s historic condition, such as historic photographs, plans, physical evidence, or similar buildings.
7. **Addition(s)**, including mechanical equipment that are minimally visible from a public right-of-way and meet the *Secretary of the Interior's Standards for Rehabilitation*.

8. **Other work consistent** with the *Secretary of the Interior Standards for the Treatment of Historic Properties* (specify or add comments):
   - Three-story vertical addition with garage and facade alterations

9. **Other work** that would not materially impair a historic district (specify or add comments):

   *(Requires approval by Senior Preservation Planner/Preservation Coordinator)*

10. **Reclassification of property status.** *(Requires approval by Senior Preservation Planner/Preservation Coordinator)*
   - ☐ Reclassify to Category A
   - ☐ Reclassify to Category C
   - a. Per HRER dated 11/12/2018 *(attach HRER)*
   - b. Other *(specify)*: Per PTR dated 11/12/2018

   **Note:** If ANY box in **STEP 5** above is checked, a Preservation Planner MUST check one box below.

   - ☐ Further environmental review required. Based on the information provided, the project requires an *Environmental Evaluation Application* to be submitted. **GO TO STEP 6.**
   - ☐ 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**

- ☐ Further environmental review required. Proposed project does not meet scopes of work in either *(check all that apply)*:
  - ☐ Step 2 - CEQA Impacts
  - ☐ Step 5 - Advanced Historical Review
  
  **STOP! Must file an *Environmental Evaluation Application*.**

- ☐ 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

**Signature:** Monica Giacomucci

**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

<table>
<thead>
<tr>
<th>Project Address (If different than front page)</th>
<th>Block/Lot(s) (If different than front page)</th>
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</thead>
<tbody>
<tr>
<td>219-223 MISSOURI ST</td>
<td>4002/022</td>
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</table>

<table>
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<tr>
<th>Case No.</th>
<th>Previous Building Permit No.</th>
<th>New Building Permit No.</th>
</tr>
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<tbody>
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<td>2018-011031PRJ</td>
<td>201807305884</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plans Dated</th>
<th>Previous Approval Action</th>
<th>New Approval Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Permit</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Modified Project Description:

DETERMINATION IF PROJECT CONSTITUTES SUBSTANTIAL MODIFICATION

Compared to the approved project, would the modified project:

- [ ] Result in expansion of the building envelope, as defined in the Planning Code;
- [ ] Result in the change of use that would require public notice under Planning Code Sections 311 or 312;
- [ ] Result in demolition as defined under Planning Code Section 317 or 19005(f)?
- [ ] 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

- [ ] 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: ____________
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, 4002/022
Assessor's Block/Lot: 2018.011031.DRP
BPA # / Case #: 219 - 223 MISSOURI

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,

DAVID WINSLOW
Planner

cc: Jennifer Rakowski- Rent Board Supervisor

www.sfplanning.org
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: __________________
   ☑ 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 an eviction after:

☐ 12/10/13
☐ 03/13/14
☐ 10 years prior to the following date: __________________
   ☑ See attached documents.

Signed: [Signature]

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.
Eviction Notice M142688

Property Address:
219 Missouri Street
219-223 Missouri Street
Building Complex

Street Name: Missouri Street
Suffix: 4
Unit#: 94107
Zip: 1907
Yr Built

M142688 12/05/14
Eviction ID: File Date: Rent Paid:

☐ OMI 37.9(I) or (J) Esoppel Filed
☐ OMI Constraints Until Date:
☐ Additional 37.9C Relocation Claimed

Cause For Eviction
☐ Non-payment of Rent
☐ Habitual Late Payment of Rent
☐ Breach of Lease Agreement
☐ Nuisance
☐ Illegal Use of Unit
☐ Failure to Sign Lease Renewal
☐ Denial of Access to Unit
☐ Unapproved Subtenant
☐ Owner Move In
☐ Condo Conversion
☐ Demolition
☐ Capital Improvement
☐ Substantial Rehabilitation
☒ Ellis Act Withdrawal
☐ Lead Remediation
☐ Development Agreement
☐ Good Samaritan Tenancy Ends
☐ Roommate Living in Same Unit
☐ Other
☐ Severance of Housing Service

Players

Name (First, Ml, Last) Primary Phone Other Phone Role Strt # Unit # Active
Mark Slayton
Jessica Slayton
Karen Lum
Lien L. Uy (510) 893-3294

Tenant Tenant Landlord Landlord’s Agent/Atty/Rep 219 219 219 219 ☒ Yes ☒ No ☒ Yes ☒ No ☒ Yes ☒ No ☒ Yes ☒ No
<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/5/14</td>
<td>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.</td>
<td>Admin</td>
</tr>
<tr>
<td>1/9/15</td>
<td>L files a second NTQ for Unit 219 (two copies, one w/Pos for Mark Slayon; 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.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>3/30/15</td>
<td>Ellis Notice of Intent filed 3/30/15, RB Case No. L150567</td>
<td>Cathy Helton</td>
</tr>
</tbody>
</table>
Eviction Notice M142689

Property Address

<table>
<thead>
<tr>
<th>Number</th>
<th>Missouri Street Name</th>
<th>Street Suffix</th>
<th>Unit#</th>
<th># of Units</th>
<th>Zip</th>
<th>Yr Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>221</td>
<td>219-223 Missouri Street</td>
<td>4</td>
<td>94107</td>
<td></td>
<td>1907</td>
<td></td>
</tr>
</tbody>
</table>

Building Complex

Name | Phoen (First, Ml, Last) | Phone | Role | Stmt # | Unit # | Active |
--- | ----------------- | ----- | ---- | ------- | ------- | --------|
Miranda Sun | | | Tenant | 221 | | Yes No |
Karen Lum | | | Landlord | 221 | | Yes No |
Lien L. Uy | (510) 893-3294 | | Landlord's Agent/Atty/Rep | 221 | | Yes No |

Cause For Eviction

- Non-payment of Rent
- Habitual Late Payment of Rent
- Breach of Lease Agreement
- Nuisance
- Illegal Use of Unit
- Failure to Sign Lease Renewal
- Denial of Access to Unit
- Unapproved Subtenant
- Owner Move In
- Condo Conversion
- Demolition
- Capital Improvement
- Substantial Rehabilitation
- Ellis Act Withdrawal

□ OMI 37.9(I) or (J) Estoppel Filed
□ OMI Constraints Until Date:
□ Additional 37.9C Relocation Claimed

□ Lead Remediation
□ Development Agreement
□ Good Samaritan Tenancy Ends
□ Roommate Living in Same Unit
□ Other

□ Severance of Housing Service
Residential Rent Stabilization and Arbitration Board  
City & County Of San Francisco  

Action Log  

Eviction Notice # M142689  
219-223 Missouri Street  

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/5/14</td>
<td>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.</td>
<td>Admin</td>
</tr>
<tr>
<td>3/30/15</td>
<td>Ellis Notice of Intent filed 3/30/15, RB Case No. L150567</td>
<td>Cathy Helton</td>
</tr>
</tbody>
</table>
Eviction Notice M142690

Property Address

223 Missouri Street

219-223 Missouri Street Building Complex

Missouri Street Building Complex

4 94107

Number Street Name Suffix Unit# # of Units Zip

219-223 Missouri Street 4 94107

1907

Yr Built

Eviction ID File Date Rent Paid

M142690 12/05/14

□ OMI 37.9(l) or (j) Estoppel Filed

□ OMI Constraints Until Date:

□ Additional 37.9C Relocation Claimed

Causes For Eviction

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

Players

<table>
<thead>
<tr>
<th>Name (First, Mi, Last)</th>
<th>Primary Phone</th>
<th>Other Phone</th>
<th>Role</th>
<th>Strt #</th>
<th>Unit #</th>
<th>Active</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emily Anicich</td>
<td>(510) 902-7155</td>
<td></td>
<td>Tenant</td>
<td>223</td>
<td>☑️ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>Karen Lum</td>
<td></td>
<td></td>
<td>Landlord</td>
<td>223</td>
<td>☑️ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>Lien L. Uy</td>
<td>(510) 893-3294</td>
<td></td>
<td>Landlord's Agent/Ally/Rep</td>
<td>223</td>
<td>☑️ Yes ☐ No</td>
<td></td>
</tr>
</tbody>
</table>

Related Files

Documents

Actions

☐ Yes ☐ No
<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/5/14</td>
<td>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.</td>
<td>Admin</td>
</tr>
<tr>
<td>12/16/14</td>
<td>Recd msg from T Anicich asking if NOI filed yet. Called her back and left msg advising NOI not on file yet.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>3/30/15</td>
<td>Ellis Notice of Intent filed 3/30/15, RB Case No. L150367</td>
<td>Cathy Helton</td>
</tr>
</tbody>
</table>
Eviction Notice M142691

Property Address

223 Missouri Street

Building Complex

219-223 Missouri Street

# of Units: 4

Zip: 94107

Yr Built: 1907

Cause For Eviction

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

Players

Name (First, M.I, Last)  Phone  Role  Strt #  Unit #  Active

Jessica Ainsworth (510) 206-5150 Tenant 223 A Yes No

Karen Lum 223 A Yes No

Lien L. Uy (510) 893-3294 Landlord's Agent/Atty/Rep 223 A Yes No

Related Files

Documents

Actions
<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/ 5/14</td>
<td>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.</td>
<td>Admin</td>
</tr>
<tr>
<td>12/ 8/14</td>
<td>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 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.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>12/ 9/14</td>
<td>Rec'd call from T inquiring re Ellis NOI filing. Left msg., no NOI yet.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>12/10/14</td>
<td>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.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>12/12/14</td>
<td>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. Returned 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.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>1/20/15</td>
<td>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.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>2/ 4/15</td>
<td>Rec’d another call from T Ainsworth asking if NOI has been filed. Advised no NOI on file.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>3/30/15</td>
<td>Ellis Notice of Intent filed 3/30/15, RS Case No. L150567</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>3/31/15</td>
<td>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.</td>
<td>Cathy Helton</td>
</tr>
</tbody>
</table>
**Eviction Notice M150210**

**Property Address**

<table>
<thead>
<tr>
<th>Number</th>
<th>Missouri</th>
<th>Street Name</th>
<th>Street Suffix</th>
<th>Unit#</th>
</tr>
</thead>
<tbody>
<tr>
<td>219</td>
<td></td>
<td>219-223 Missouri Street</td>
<td>4</td>
<td>94107</td>
</tr>
</tbody>
</table>

**Complex**

<table>
<thead>
<tr>
<th>Building</th>
<th>Zip</th>
<th>Yr Built</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1907</td>
<td></td>
</tr>
</tbody>
</table>

**Cause For Eviction**

- Non-payment of Rent
- Habitual Late Payment of Rent
- Breach of Lease Agreement
- Nuisance
- Illegal Use of Unit
- Failure to Sign Lease Renewal
- Denial of Access to Unit
- Unapproved Subtenant
- Owner Move In
- Condo Conversion
- Demolition
- Capital Improvement
- Substantial Rehabilitation
- Ellis Act Withdrawal

**Players**

<table>
<thead>
<tr>
<th>Name (First, M.I., Last)</th>
<th>Primary Phone</th>
<th>Other Phone</th>
<th>Role</th>
<th>Strt #</th>
<th>Unit #</th>
<th>Active</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Slayton</td>
<td></td>
<td></td>
<td>Tenant</td>
<td>219</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Stella Klose</td>
<td></td>
<td></td>
<td>Tenant</td>
<td>219</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Karen Lum</td>
<td></td>
<td></td>
<td>Landlord</td>
<td>219</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Lien L. Uy</td>
<td>(510) 893-3294</td>
<td></td>
<td>Landlord's Agent/Atty/Rap</td>
<td>219</td>
<td></td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Related Files**

-Ellis Act Withdrawal

**Documents**

- OMI 37.9(i) or (j) Estoppel Filed
- OMI Constraints Until
- Additional 37.9C Relocation Claimed

**Actions**

- Lead Remediation
- Development Agreement
- Good Samaritan Tenancy Ends
- Roommate Living in Same Unit
- Other
- Severance of Housing Service
<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/9/15</td>
<td>L filed a NTQ for Unit 219 Missouri only on 1/9/15. RB did not receive</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td></td>
<td>a 2nd NTQ. Admin for the other three units previously served (Units</td>
<td></td>
</tr>
<tr>
<td></td>
<td>221, 223 and 223A). L previously (on 12/5/14) filed four NTQs for</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the bldg at 219-223 Missouri Street via separate notices to each of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the units as follows: Unit 219 (M142688), Unit 221 (M142689), Unit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>223 (M142690) and Unit 223A (M142691). L has not, to date, filed a</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NOI pursuant to any of the NTQs.</td>
<td></td>
</tr>
<tr>
<td>3/30/15</td>
<td>Ellis Notice of Intent filed 3/30/15, RB Case No. L150567</td>
<td></td>
</tr>
</tbody>
</table>
# Landlord Petition L150567

## Property Address

<table>
<thead>
<tr>
<th>219</th>
<th>Missouri Street Name</th>
<th>Street Suffix</th>
<th>Unit#</th>
</tr>
</thead>
<tbody>
<tr>
<td>219-223</td>
<td>Missouri Street</td>
<td>4</td>
<td>94107</td>
</tr>
<tr>
<td>Building</td>
<td></td>
<td></td>
<td># of Units Zip</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4</td>
<td>1907</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pet Units Yr Built</td>
<td></td>
</tr>
</tbody>
</table>

### Complex

- □ CapImp
- □ Seismic
- □ Comparable Rents
- □ Costa Hawkins
- □ R&R 1.21
- □ R&R 6.15C(3)
- □ Oper & Maint Exp
- □ Intent to Withdraw

NOC Returned by

- □ Ext of Time
- □ UPT Petition
- □ SubRehab

- □ Other Ground
- □ UPT Worksheet
- □ OMI Rescission

### Tenant Requests Re-Rental - Ellis

CI Cost without Interest

### Estimator Fee

### Players

<table>
<thead>
<tr>
<th>Name (First, Ml., Last)</th>
<th>Primary Phone</th>
<th>Other Phone</th>
<th>Role</th>
<th>Str #</th>
<th>Unit #</th>
<th>Active</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stella Klose</td>
<td></td>
<td>(415) 401-8229</td>
<td>Tenant Respondent</td>
<td>219</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Miranda Sun</td>
<td></td>
<td></td>
<td>Tenant Respondent</td>
<td>221</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Emily Anicich</td>
<td>(415) 401-8229</td>
<td></td>
<td>Tenant Respondent</td>
<td>223</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Jessica Ainsworth</td>
<td></td>
<td></td>
<td>Tenant Respondent</td>
<td>223</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Joseph K. Barber</td>
<td>(415) 771-9850</td>
<td></td>
<td>Tenant Attorney</td>
<td>219</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Karen Lum</td>
<td>(415) 812-0978</td>
<td>(415) 566-0868</td>
<td>Landlord Petitioner</td>
<td>219</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Lien L. Uy</td>
<td>(510) 893-3294</td>
<td></td>
<td>Landlord Attorney</td>
<td>219</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Date</td>
<td>Action</td>
<td>By</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>------------------------------------------------------------------------</td>
<td>---------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/5/14</td>
<td>Notice to Quit Filed (4): to units 219, 221, 223, 223A</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/9/15</td>
<td>Notice to Quit Filed (a 2nd NTQ filed this date for unit 219 only)</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/30/15</td>
<td>Ellis Notice Filed</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/31/15</td>
<td>Ellis Tenant Packets mailed</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/8/15</td>
<td>L files Amended Notice of Intent that added a tenant to unit 219 and stated the correct zip code.</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/22/15</td>
<td>Rec'd msg from T Emily Anchich. Left a return msg w/my direct #.</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/2/15</td>
<td>Tenant Extension Claim Filed (re T Klose, Unit 219, based on disability)</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/2/15</td>
<td>Tenant Extension Claim Filed (re T Ainsworth, Unit 223A, based on disability)</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/6/15</td>
<td>L Notice re Extension Claim Filed (re Units 219, 223 and 223A). Latty's letter states that L filed &quot;amended notices of termination of tenancies&quot; but the RB has no record of a second NTQ filing for any unit except for Unit 219 (filed in Jan. 2015). Four &quot;amended&quot; notices of filing notice of intent were filed 5/15/15.</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/17/15</td>
<td>Called and spoke to Latty Chung re her ltr dated 7/2/15 (filed at RB on 7/6/15) which states: &quot;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.&quot; I advised her the RB has no record of amended NTQs (save for the one amended Jan. 2015) &amp; 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.</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/31/15</td>
<td>L Response to 1-Year Extension Filed (granting to Unit 223A). Latty's ltr claims new date of w/d as 5/8/16 (L's NOI was filed 3/30/15).</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/31/15</td>
<td>L Response to 1-Year Extension Filed (granting to Unit 223). Latty's ltr claims new date of w/d as 5/8/16 (L's NOI was filed 3/30/15).</td>
<td>Cathy Helton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Residential Rent Stabilization and Arbitration Board
City & County Of San Francisco

Action Log
Petition # L150567
219-223 Missouri Street

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/31/15</td>
<td>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).</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>7/31/15</td>
<td>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).</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>3/28/16</td>
<td>Pursuant to tel. request, faxed redacted NOI and redacted Amd. NOI to Mary Catherine Wiederhold.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>4/16</td>
<td>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.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>4/13/16</td>
<td>Non-confidential side of file copied and certified for THC pursuant to dupl. request.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>5/25/16</td>
<td>Called T atty Barbour to inquire re status. He states Ts/his clients vacated and there is no ud pending.</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>5/27/16</td>
<td>Re-rental Request Filed (by Stella Klose, Unit 219)</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>5/27/16</td>
<td>Re-rental Request Filed (by Jessica Ainsworth, Unit 223A)</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>6/1/16</td>
<td>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)</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>6/10/16</td>
<td>NOC Returned by Recorder</td>
<td>Cathy Helton</td>
</tr>
<tr>
<td>8/12/19</td>
<td>Non-confidential side of file copied for Stephen Williams of Law Office of Stephen M. Williams, pursuant to duplication request.</td>
<td>Cathy Helton</td>
</tr>
</tbody>
</table>
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 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

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

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Dated: June 1, 2016

Robert Collins, Acting Executive Director,
San Francisco Rent Board
Step 1: Search or Click on the Map

Search Examples: 400 Van Ness Ave  0737/001
Mission and Van Ness  2011.0218
Ferry Building

219 Missouri Street

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:
(San Francisco Planning Department)

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: R1
- Occupancy Code: R1
- No. of Units: 4
- Parcel: 4002/022
- Last Updated: 4/10/2001
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: $457,538.00
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.
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


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
Notice of Interest in Renewed Accommodations

To: Karen Lum, Focus Realty

My name is Stella Klose

I am/was a tenant at 219 Missouri Street

San Francisco, California 94107

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:

<table>
<thead>
<tr>
<th>First Address</th>
<th>Second Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stella Klose</td>
<td>NAME c/o Joseph K. Barber Esq.</td>
</tr>
<tr>
<td>2126 Havenscourt Blvd</td>
<td>Tenderloin Housing Clinic, 128 Hyde St, 2nd Fl</td>
</tr>
<tr>
<td>Oakland, CA 94621</td>
<td>San Francisco, CA 94102</td>
</tr>
<tr>
<td>Phone: 415-896-5635</td>
<td>Phone: 415-771-9850 ext. 116</td>
</tr>
<tr>
<td>Email: <a href="mailto:steilaklose@gmail.com">steilaklose@gmail.com</a></td>
<td>Email: <a href="mailto:joseph@thclinic.org">joseph@thclinic.org</a></td>
</tr>
</tbody>
</table>

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

(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.

541/06/Notice of Interest/9/28/06

25 Van Ness Ave., #320, San Francisco, CA 94102  415.252.4600  Fax 415.252.4699
City and County of San Francisco

Residential Rent Stabilization and Arbitration Board

Notice of Interest in Renewed Accommodations

To: Karen Lum

(Owner's Name)

My name is Jessica Ainsworth

(Print Your Name)

I am/was a tenant at 223A Missouri Street

(Tenant's Address)

San Francisco, California 94107

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:

<table>
<thead>
<tr>
<th>First Address</th>
<th>Second Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1875 Mission Street #302 SF, CA 94107</td>
<td>NAME c/o Joseph K. Barber Esq. Tenderloin Housing Clinic, 126 Hyde Street, 2nd Fl. San Francisco, CA 94102</td>
</tr>
<tr>
<td>Phone: 415-802-8747</td>
<td>Phone: 415-771-9850 ext. 116</td>
</tr>
<tr>
<td>Email: <a href="mailto:Jessica-Ainsworth@hotmail.com">Jessica-Ainsworth@hotmail.com</a></td>
<td>Email: <a href="mailto:joseph@thclinic.org">joseph@thclinic.org</a></td>
</tr>
</tbody>
</table>

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4/12/16

(Dated) (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.
<table>
<thead>
<tr>
<th>NO.</th>
<th>DATE</th>
<th>TIME</th>
<th>FAX NO./NAME</th>
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<th>RESULT</th>
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<td>#036</td>
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<td>17:10</td>
<td>914157711287</td>
<td>31</td>
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</tr>
<tr>
<td>#037</td>
<td>01/11</td>
<td>14:47</td>
<td>91415793841</td>
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</tr>
<tr>
<td>#038</td>
<td>01/11</td>
<td>14:55</td>
<td>91415793841</td>
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</tr>
<tr>
<td>#039</td>
<td>01/11</td>
<td>15:38</td>
<td>91415793841</td>
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<tr>
<td>#040</td>
<td>01/19</td>
<td>17:10</td>
<td>914156615902</td>
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</tr>
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<tr>
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<td>914157711287</td>
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BUSY: BUSY/NO RESPONSE  
NG: POOR LINE CONDITION / OUT OF MEMORY  
CV: COVERPAGE  
POLL: POLLING  
RET: RETRIEVAL

Redacted NOT + Redacted Rmd NOT to m.e. Wiederhald 3128916.
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
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
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
Via First Class Mail

July 29, 2015

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

R.E: 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
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
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
Bcc: Client
Rent Board
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
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).


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 37.9A.
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.

(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

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.
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 (t) 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.
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:

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


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.
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.

(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

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.
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

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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

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

TO: Emily Anieich, 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).

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

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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.

(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

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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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
NOTE: This is not an official record of the laws or regulations of the City and County of San Francisco since it reflects changes to the Rent Ordinance made by published court decisions and state legislation, which the official record may not reflect.

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.
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 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.
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.

[Signature]

Pamela Chung
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
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 37.9A.
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. **(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. **(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. **(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.

(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

1\(^{1}\) 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.
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

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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.
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 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.
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
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

Encs: noted
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 St, San Francisco, CA 94121
Phone Number: 415-812-0478 (home) 415-566-0868 (work)

II. PROPERTY INFORMATION

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

Number of Units: 4

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.)

<table>
<thead>
<tr>
<th>UNIT #</th>
<th>DATE TENANCY COMMENCED</th>
<th>NAME OF EACH CURRENT OCCUPANT</th>
<th>CURRENT RENT</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td>$</td>
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<tr>
<td>221</td>
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<tr>
<td>223A</td>
<td>11/1992</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

541/Ellisforms/Notice of Intent/4/19/06

25 Van Ness Ave., #320, San Francisco, CA 94102 415.252.4602 Fax 415.252.4699
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 ____________ in ________, California.

__/__________________________/
Karen Lum
(print name)

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.
<table>
<thead>
<tr>
<th>Block #</th>
<th>Lot #</th>
<th>Account #</th>
<th>Tax Bill #</th>
<th>Property Location</th>
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<td>022</td>
<td>4002002020</td>
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<td>219 MISSOURI ST</td>
</tr>
</tbody>
</table>

Frequently Asked Questions

Online Payment Support
For support on making payments via the web please e-mail support@link2pay.com

Contact Us

Visit San Francisco's 311 online
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
Section 37.9A Tenant Rights in Certain Displacements Under Section 37.9(a)(13)


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 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(i)(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 (e)(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 re-institute 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

[Signature]

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

Fax: 510-260-2652
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

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
OFFICIAL USE

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Sent To
Miranda Sun
221 Missouri St.
San Francisco, CA 94115

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:

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

Fax: 510-260-2652
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

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage  $ .69
Certified Fee  3.20
Return Receipt Fee  2.70
Total Postage & Fees  $ 6.69

Sent To  Emily Anicich  4/9/15
223 Missouri St.
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
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
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:

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
PAY TO THE ORDER OF Stella Klose

Two Thousand Six Hundred Thirty Two and 55/100 DOLLARS

Bank of America

ACH # 1216000368
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-lease 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 reinstate 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 acceptance 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 Heating 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 of 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.

(E) Notwithstanding Subsections 37.9A(e)(3)(A) – (D), as of June 1, 2014, the effective date of the ordinance creating this section (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 this 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(a)(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 notices 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)-(l) 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.
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. 120 Day Notice of Termination of Tenancy
2. San Francisco Rent Ordinance Sec. 37.9A Tenant Rights in Certain Displacements under Section 37.9(a)(13)
3. Check #1067 for $2,632.55
4. Proof of Service

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

Date Mailed: January 7, 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 January 7, 2015.

Pamela Chung
120 DAY NOTICE OF TERMINATION OF TENANCY

TO: Mark Slayton, Stella Kiose, 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 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 Kiose 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
436 14TH ST STE 1213
OAKLAND, CA 94612-2723

PAY TO THE ORDER OF Mark Slayton

Two Thousand Six Hundred Thirty Two and 55/100 DOLLARS

Bank of America

ACH R/T 1210002358

DATE 01/06/2015

$2,632.55
Section 37.9A Tenant Rights in Certain Displacements Under Section 37.9(a)(13)


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 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-tenant 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) (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 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)(i) 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 37.9A(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 or 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 1 (commencing with Section 1798) of Title 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.
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. 120 Day Notice of Termination of Tenancy
2. San Francisco Rent Ordinance Sec. 37.9A Tenant Rights in Certain Displacements under Section 37.9(a)(13)
3. Check #1068 for $2,632.55
4. Proof of Service

Person Served: Mark Slayton
219 Missouri Street
San Francisco, CA 94115

Date Mailed: January 7, 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 January 7, 2015.

Pamela Chung
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
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
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.

[Signature]

Alison Ma

Proof of Service by Mail
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.

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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(1)(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 IAN LUY
1087

ATTORNEY/CLIENT TRUST ACCOUNT

FOR: 10/13/2014

2,632.55

DATE: 10/13/2014

1087
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 #1087 for $2,632.55
                   5. Proof of Service

Persons Served: Jessica 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:  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
PAY TO THE ORDER OF

Miranda Sun
Two Thousand Six Hundred Thirty Two and 55/100 Dollars

DATE
12/3/2014

1084

11/21/17
1844
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)
3. Check #1084 for $2,632.55
4. 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
Two Thousand Six Hundred Fifty Two and 00/100
PROOF OF SERVICE

1. 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

[Signature]

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

Cc: San Francisco Rent Board
25 Van Ness Avenue, #320
San Francisco, CA 94102
PAY TO THE ORDER OF
Jessica Annsworth

Two Thousand, Six Hundred Thirty Two and 55/100 Dollars

Bank of America

FOR 223A Missouri
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)


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, 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.

(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)(i) 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
(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 withdraw, 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 37.9A(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
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
City and County of San Francisco Residential Rent Stabilization
and Arbitration Board

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. Submit only 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 94112
Phone Number: 415-812-0018 (home) 415-566-0868 (work)

II. PROPERTY INFORMATION

Address: 219-223A Missouri Street San Francisco, CA 94114

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.)

<table>
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<th>UNIT #</th>
<th>DATE TENANCY COMMENCED</th>
<th>NAME OF EACH CURRENT OCCUPANT</th>
<th>CURRENT RENT</th>
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<td>$1</td>
</tr>
</tbody>
</table>

541/ellisforms/Notice of Intent/4/19/06

FORM 3

25 Van Ness Ave., #320, San Francisco, CA 94102 415.252.4602 Fax 415.252.4699
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 15, 2015 in SAN FRANCISCO, California.

KAREN LUM
(print name)

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.
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:

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<tr>
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<th>Lot #</th>
<th>Account #</th>
<th>Tax Bill #</th>
<th>Property Location</th>
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New Search

Frequently Asked Questions

Online Payment Support
For support on making payments via the web please e-mail support@knk2gov.com

First Last City California

Record Type: Public Background Checks Marriage Divorce Criminal Birth Death Vital

Contact Us
Visit San Francisco's 311 online

http://publicrecords.onlinesearches.com/view fid/121314
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**

<table>
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<tr>
<th>PRIOR ACTION</th>
<th>YES</th>
<th>NO</th>
</tr>
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<tr>
<td>Have you discussed this project with the permit applicant?</td>
<td>✔</td>
<td></td>
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<td>Did you discuss the project with the Planning Department permit review planner?</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Did you participate in outside mediation on this case? (including Community Boards)</td>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

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 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 cite 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)
timothy.clem@gmail.com; katyclem@gmail.com

Adjacent Rear Yard Neighbors

(303) 949-0902; (303) 808-9590

Phone

Email

For Department Use Only

Application received by Planning Department:

By: [Signature]

Date: 8/31/19

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
PIC

RECEIVED
AUG 21 2019

PAGE 4 | PLANNING APPLICATION - DISCRETIONARY REVIEW PUBLIC
ATTACHMENT TO APPLICATION REQUESTING DISCRETIONARY REVIEW

PROPERTY ADDRESS: 219-221-223-223A Missouri Street
ASSESSOR’S PARCEL NO: Block 4002, Lot 022
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....
**DISCRETIONARY REVIEW PUBLIC (DRP) APPLICATION**

**Discretionary Review Requestor's Information**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Gabe Madway &amp; Stacey Delo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>215 Missouri Street San Francisco CA 94107</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:gmadway@gmail.com">gmadway@gmail.com</a>; <a href="mailto:stacey@maybrooks.com">stacey@maybrooks.com</a></td>
</tr>
<tr>
<td>Telephone:</td>
<td>415-860-4521; 415-999-8840</td>
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**Information on the Owner of the Property Being Developed**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Karen Lum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company/Organization:</td>
<td>Focus Realty</td>
</tr>
<tr>
<td>Address:</td>
<td>3201 Balboa Street, San Francisco, CA 94121</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:focus_realty@yahoo.com">focus_realty@yahoo.com</a></td>
</tr>
<tr>
<td>Telephone:</td>
<td>415.566.0868</td>
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**Property Information and Related Applications**

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**ACTIONS PRIOR TO A DISCRETIONARY REVIEW REQUEST**

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<td>✓</td>
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</table>

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
Name (Printed)
gmadway@gmail.com; stacey@maybrooks.com
Email

Adjacent Neighbors
415-860-4521; 415-999-8840
Phone

Relationship to Project
(i.e. Owner, Architect, etc.)

AUG 21 2019
CITY & COUNTY OF S.F.
RECEIVED
PLANNING DEPARTMENT

For Department Use Only
Application received by Planning Department:
By: Kurt
Date: 8/21/19
ATTACHMENT TO APPLICATION REQUESTING DISCRETIONARY REVIEW

PROPERTY ADDRESS: 219-221-223-223A Missouri Street
ASSSESSOR'S PARCEL NO: Block 4002, Lot 022
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 conversion 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-confirming 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 Departments 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 present 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.
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 tenants . yet 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.

Jean Dumpit & Theodore Dumpit Jr.

Signature

Jean Dumpit & Theodore Dumpit Jr.

Name (Printed)

Adjacent Neighbors (south)

Home phone 415-621-8499;
cell 415-309-3362

mamajeandu@aol.com

Email

Relationship to Project

(i.e. Owner, Architect, etc.)

Phone

Home phone 415-621-8499;
cell 415-309-3362

mamajeandu@aol.com

Email

RECEIVED

AUG 21 2019

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
ATTACHMENT TO APPLICATION REQUESTING DISCRETIONARY REVIEW

PROPERTY ADDRESS: 219-221-223-223A Missouri Street
ASSESSOR'S PARCEL NO: Block 4002, Lot 022
APPLICATION NO: 2018-07375884

1. The Discretionary Review Requestors ("DR Requestor") 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
APPLICATION NO: 2018-07375884

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 Medura 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.
RENOVATION OF THE EXISTING LEVEL 1 AND UNITS 1 & 2.

1 PER DWELLING UNIT REQUIRED:

- AVERAGE OF ADJACENT BUILDINGS'
  - HOUSE 4002/022
  - 26'

ISSUES

PROJECT DIRECTORY

- 219-223 MISSOURI STREET
- SAN FRANCISCO, CA 94107

ARCHITECT
- GOLDMAN ARCHITECTS
- 414 MASON STREET, SUITE 404
- SAN FRANCISCO, CA 94102

OWNER
- GOLDMAN ARCHITECTS
- JOHN GOLDMAN ARCHITECT
- SURVEY
- 414 MASON STREET, SUITE 404
- SAN FRANCISCO, CA 94102

PROJECT INFORMATION

EXISTING BUILDING: SINGLE STORY, WOOD FRAME, 4-UNIT APARTMENT BUILDING BUILT IN 1957.

SCOPE OF WORK: RENOVATION OF THE EXISTING LEVEL 1 AND UNITS 1 & 2.

- NEW S/DOOR, GARAGE, NEW & ADDED BICYCLE STORAGE @ EXISTING LEVEL 1.
- NEW ADDITION @ LEVEL 3, 4 AND 5 FOR REHABILITATING UNITS 3 AND 4.

- 2016 CALIFORNIA BUILDING CODE
- 2016 CALIFORNIA MECHANICAL CODE
- 2016 CALIFORNIA ELECTRICAL CODE
- NFPA 13 SPRINKLER SYSTEM REQUIRED PER SFBC

APPLICABLE CODES

- 2016 CALIFORNIA BUILDING CODE
- 2016 CALIFORNIA MECHANICAL CODE
- 2016 CALIFORNIA ELECTRICAL CODE
- NFPA 13 SPRINKLER SYSTEM REQUIRED PER SFBC

SYMBOL KEY

- DETAIL
- EXTERIOR ELEVATION
- SECTION
- DOOR
- WINDOW
- ROOM NAME
- INTERIOR ELEVATION
- REVISION DATE
- PARTITION

BUILDING GROSS AREA SQ. FOOTAGE

- TOTAL GROSS AREA: 3,568 SF
- EXISTING HEADING ELEVATION: 1,568 SF
- WALL AREA: 1,300 SF

STORIES

- NUMBER OF FLOORS: 4 EXISTING + 2-4 (4TH FLOOR ALLOWED DUE TO SPRINKLERS)

BUILDING NET AREA SQ. FOOTAGE

- TOTAL NET AREA: 3,568 SF

PARKING

- REQUIRED: 4 UNITS, 1 PARKING SPACE PROVIDED

BICYCLE STORAGE

- REQUIRED: 4 SPACES OF CLASS 3

OPEN SPACE

- REQUIRED: 165 SQUARE YARDS PER SFPC TABLE 103A

SOIL DISTURBANCE

- NO EXCAVATION

VICINITY MAP

- MISSOURI RESIDENCE
- 219-223 MISSOURI STREET
- SAN FRANCISCO, CA 94107

EXTERIOR SETBACKS @ LEVEL 2 AND 3:

- 15' - 0" ABOVE CURB / EDGE OF PAVING AT CENTERLINE OF BUILDING

EXTERIOR SETBACKS @ LEVEL 4:

- 15' - 0" ABOVE CURB / EDGE OF PAVING AT CENTERLINE OF BUILDING

REAR YARD SETBACKS:

- LEVEL 1: ≥ 0
- LEVEL 2: ≥ 0
- LEVEL 3: ≥ 0
- LEVEL 4: ≥ 0
- LEVEL 5: ≥ 0
NOTICE OF SPECIAL RESTRICTIONS

MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

SCALE:
JOB:
DATE:
DRAWN:

1/27/2020 5:26:51 PM

ISSUES
 SHEET

MISSOURI RESIDENCE
219 - 223 Missouri Street
San Francisco, CA 94107

A0.2

Page 2 of 2

Page 2 of 2
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,
2. The removal of more than 65% of the sum of all exterior walls, measured in lineal feet at the foundation level.

AND ALSO

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.
2. The removal of more than 50% of the horizontal elements of the existing building, as measured in square feet of actual surface area.

DEMO (E) WALL FOR (N) DOOR

THIS PROJECT IS NOT CONSIDERED AS DEMOLITION PER SAN FRANCISCO PLANNING CODE SEC. 317 (2) (B)
EXISTING WEST (MISSOURI STREET) ELEVATION

EXISTING EAST ELEVATION (REAR YARD)

GENERAL NOTES

1. EXISTING EXTERIOR ELEVATIONS OF ADJACENT NEIGHBORS PROPERTIES SHOWN FOR REFERENCE.
2. DEMOLITION OF THE EXTERIOR IS SHOWN DASHED.
 existing level 1
87.02' (e)
level 1 plate
95.27'

existing roof/level 2
96.51'

proposed level 1
83.67'

proposed level 2
92.75'

dash line indicates the envelope of the neighboring building behind to the south @ 215 missouri street

 existing south & north elevations

existing south elevation

existing north elevation

dash line indicates the envelope of the neighboring building behind to the north @ 215 missouri street
window in light well of neighboring building @ 215 missouri street

window in light well of neighboring building @ 225-227 missouri street

+103.82
+96.81
+124.70
+112.72

window @ 215 missouri st. partially above the 3rd roof

existing south & north elevations

missouri residence
219-223 missouri street
san francisco, ca 94107

scale:

job:

date:

drawn:

issués:

sheet:

1/4" = 1'-0"

1/27/2020 5:29:00 pm

1 - 20 - 2020

1607
gdg

existing property
wall window

demo (e) property
SF PLANNING CODE PRIMARY ISSUES

**FRONT SETBACK & REAR YARD CALCULATIONS**

- **Front Setback Calculation:**
  - Minimum front yard depth to be equal to 25% of total depth of adjacent front yard setbacks to the building or structure located on this lot.
  - Minimum front yard depth shall be equal to 25% of the area of the lot.

- **Rear Yards:**
  - A rear yard is the horizontal distance from the rear property line to the building wall closest to such property line.

- **Side Yards:**
  - Minimum side yards shall be at least 25% of the area of the lot on which the building is to be situated and not less than 15'.

- **Irregular Lots:**
  - The area of the lot on which the building is to be situated.
  - The area of the rear yard on the main level shall be at least 25% of the area of the lot on which the building is to be situated and not less than 15'.

- **Height Limitation:**
  - Maximum height 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 towards the rear of the lot until the height limit prescribed by subsection (B) above is reached.

**HEIGHTS**

- The height of a building or structure shall be measured from a point at the curb level of a street.

**MAXIMUM HEIGHT CALCULATION POINT**

- The height limit prescribed by subsection (B) above is reached.

**PROPOSED SITE PLAN**

- The proposed site plan includes a front yard average setback line, a rear yard average setback line, and a property line.

**MISSOURI STREET Residence**

- 215 Missouri Street

**ASSessor's BLOCK 4002**

- Missoula Street

**MARiposa Street (66.00' WIDE)**

- 219-223 Missouri Street

**PROPOSED SITE PLAN**

- 80.00' WIDE

**PROPOSED SITE PLAN**

- 215 Missouri Street

**MISSOURI STREET**

- 80.00' WIDE

**MISSOURI RESIDENCE**

- 219-223 Missouri Street

**PROPOSED SITE PLAN**

- 80.00' WIDE

**PROPOSED SITE PLAN**

- 215 Missouri Street
2016 CBC, SECTION T203

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 with corrosion-resistant wire cloth screening, hardware cloth, or similar material, with 1/16" to 1/4" openings.

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.

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 1/18" 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.

---

ROOF VENTILATION NOTES:

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 with corrosion-resistant wire cloth screening, hardware cloth, or similar material, with 1/16" to 1/4" openings.

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.

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 1/18" 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.
PROPOSED SOUTH ELEVATION
MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

SHADOW STUDY - New 3/21/18 8AM
SHADOW STUDY - New 3/21/18 10AM
SHADOW STUDY - New 3/21/18 12PM
SHADOW STUDY - New 3/21/18 2PM
SHADOW STUDY - New 3/21/18 4PM
SHADOW STUDY - New 3/21/18 5PM
SHADOW STUDY - New 3/21/18 6PM

SHADOW STUDY - Existing 3/21/18 8AM
SHADOW STUDY - Existing 3/21/18 10AM
SHADOW STUDY - Existing 3/21/18 12PM
SHADOW STUDY - Existing 3/21/18 2PM
SHADOW STUDY - Existing 3/21/18 4PM
SHADOW STUDY - Existing 3/21/18 5PM
SHADOW STUDY - Existing 3/21/18 6PM
MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

Shadow Study - Existing 6/21/18 8AM
Shadow Study - Existing 6/21/18 10AM
Shadow Study - Existing 6/21/18 12PM
Shadow Study - Existing 6/21/18 2PM
Shadow Study - Existing 6/21/18 4PM
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
Shadow Study - New 6/21/18 12PM
Shadow Study - New 6/21/18 2PM
Shadow Study - New 6/21/18 4PM
Shadow Study - New 6/21/18 5PM
Shadow Study - New 6/21/18 6PM
### GS1: San Francisco Green Building Site Permit Submittal Form

**PROJECT INFO**

- **MISSOURI RESIDENCE**
- **210-232 Missouri Streeet, San Francisco, CA 94107**
- **DATE: 6/1/2020**
- **SUBMITTAL NUMBER: 1607**

**CURRENT BUILDING SITE PLAN**

- **SAN FRANCISCO GREEN BUILDING – SITE PLAN**

**ISSUANCES**

- **SHEET: 1/27/2020 5:37:19 PM**
- **MISSOURI RESIDENCE**
- **219-223 Missouri Street
San Francisco, CA 94107**

**INSTRUCTIONS:**

- **Follow the instructions on the back of the form.**
- **Check all boxes that apply.**

**NEW CONSTRUCTION**

<table>
<thead>
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<th>DESCRIPTION OF IMPROVEMENTS</th>
<th>UNIT (SF)</th>
<th>10 Years</th>
<th>20 Years</th>
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<tr>
<td>LEED Silver Certificate (C)</td>
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<td>LEED Gold Certificate (E)</td>
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<tr>
<td>LEED Platinum Certificate</td>
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**ALTERATIONS + ADDITIONS**

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- **MISSOURI RESIDENCE**
- **210-232 Missouri Street, San Francisco, CA 94107**
- **DATE: 6/1/2020**
- **SUBMITTAL NUMBER: 1607**

**CURRENT BUILDING SITE PLAN**

- **SAN FRANCISCO GREEN BUILDING – SITE PLAN**

**ISSUANCES**

- **SHEET: 1/27/2020 5:37:19 PM**
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- **219-223 Missouri Street
San Francisco, CA 94107**

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<td>LEED Gold Certificate (E)</td>
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<tr>
<td>LEED Platinum Certificate</td>
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**ALTERATIONS + ADDITIONS**

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<th>DESCRIPTION OF IMPROVEMENTS</th>
<th>UNIT (SF)</th>
<th>10 Years</th>
<th>20 Years</th>
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</table>
**MISSOURI RESIDENCE**

219-223 MISSOURI STREET  SAN FRANCISCO, CA 94107

PERMIT APPLICATION NUMBER: 2018-0730-5884 S

**PROJECT INFORMATION**

**EXISTING BUILDING**: SINGLE STORY, WOOD FRAME, 4-UNIT APARTMENT BUILDING BUILT IN 1957.

**SCOPE OF WORK**: RENOVATION OF THE EXISTING UNITS 1 & 2. NEW 1 CAR GARAGE & NEW 4 UNITS APARTMENT BUILDING AT ADDITION LEVELS 2, 3 AND 4 FOR REMAINING UNITS 3 AND 4. UNITS 1 & 2 ARE NONCONFORMING DUE TO RH ZONING. THESE TWO UNITS WILL BE RENT CONTROLLED.

**BUILDING GROSS AREA SQ. FOOTAGE**

- LEVEL 1: 1,663 SF
- LEVEL 2: 234 SF
- LEVEL 3: 1,544 SF
- LEVEL 4: 425 SF

**TOTAL GROSS AREA**: 3,416 SF

**BUILDING NET AREA SQ. FOOTAGE**

- LEVEL 1: 1,663 SF
- LEVEL 2: 176 SF
- LEVEL 3: 1,544 SF
- LEVEL 4: 425 SF

**TOTAL NET AREA**: 3,848 SF

**ALLOWABLE MAXIMUM BUILDING HEIGHT**:

- 40" ABOVE FRONT SETBACK LINE AT CENTERLINE OF BUILDING RISING AT 45°
- 0" ABOVE FRONT CURB / EDGE OF PAVING AT CENTERLINE OF BUILDING

**CONSTRUCTION TYPE**: TYPE V-A, SPRINKLERED

**LOT SIZE**: 6 3/8" (EXISTING)

**REAR YARD SETBACK @ LEVEL 2 AND 3**: 0" AWAY FROM PROPERTY LINE

**SOIL DISTURBANCE**: NO EXCAVATION. FILLING OF (3) CRAWL SPACE FOR (4) SLAB ON GRADE

**OPEN SPACE**: COMMON USEABLE OPEN SPACE PER SBPC TABLE 10A REQUIRED. 105 SQFT X 1.00 X 4 UNITS = 372 SF PROVIDED. +796 SF

**BICYCLE STORAGE**: 1 PER DWELLING UNIT REQUIRED. PROVIDED: 4 SPACES OF CLASS 1

**PARKING**: (4) BUILDING + 4 UNITS. 0 PARKING PROVIDED.
NOTICE OF SPECIAL RESTRICTIONS

MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

Part 1:
The use of and property rights in the land herein described shall be subject to a number of special restrictions, regulations and provisions of the City, County and State of California, and the community and/or homeowners association in which the property is located. Such special restrictions, regulations and provisions are hereinafter referred to as "Restrictions".

1. Use of the property must be consistent with its existing zoning and permitted uses, as set forth in the City’s zoning ordinances.

2. The property must comply with all applicable building, safety, and health codes and standards.

3. The property must be maintained in a clean and sanitary condition.

4. The property must be insured in accordance with the requirements of the homeowners association.

The restrictions are as follows:

1. The property must be used for residential purposes only.

2. The property must not be used for commercial purposes.

3. The property must not be used for live/work purposes.

4. The property must not be used for short-term rentals.

5. The property must not be used for any illegal activities.

6. The property must not be used for any activities that create a noise disturbance.

The restrictions are effective as of the date of record and shall continue in effect for the remaining duration of the ownership of the property.

Author: [Signature]

Page 2 of 2
## DEMOLITION OF RESIDENTIAL BUILDINGS (Definition)

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 linear 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)

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>% REMOVED</th>
<th>MAX. PERMITTED</th>
<th>MEETS CODE?</th>
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<tr>
<td>A: FRONT FACADE</td>
<td>32%</td>
<td>50%</td>
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<tr>
<td>E: ROOF</td>
<td>8%</td>
<td>100%</td>
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<tr>
<td>TOTALS FRONT &amp; REAR</td>
<td>96%</td>
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#### WALL DEMOLITION CALCULATION (AREA MEASUREMENT) SEC. 317(b)(2)(C)

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<tr>
<td>E: PROPERTY WALL</td>
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<td>TOTALS VERTICAL ELEMENTS</td>
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#### FLOOR DEMOLITION CALCULATION (AREA MEASUREMENT) SEC. 317(b)(2)(C)

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<td>E: FLOOR 1</td>
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<tr>
<td>TOTALS</td>
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### DEMOLITION STUDY - EXISTING LEVEL 1

- **MISSOURI STREET** WEST ELEVATION
- **EXISTING LEVEL 1**
- **EXISTING LEVEL 2**
- **EXISTING ROOF/LEVEL 2**
- **EXISTING ROOF/LEVEL 3**
- **EXISTING BASEMENT**
- **EXISTING FLOOR 1**
- **EXISTING ROOF**
- **EXISTING ROOF RIDGE**

### DEMOLITION STUDY - EXISTING LEVEL 2

- **MISSOURI STREET** WEST ELEVATION
- **EXISTING LEVEL 1**
- **EXISTING LEVEL 2**
- **EXISTING ROOF/LEVEL 2**
- **EXISTING ROOF/LEVEL 3**
- **EXISTING BASEMENT**
- **EXISTING FLOOR 1**
- **EXISTING ROOF**
- **EXISTING ROOF RIDGE**

### DEMOLITION STUDY - PROPOSED LEVEL 1

- **MISSOURI STREET** WEST ELEVATION
- **PROPOSED LEVEL 1**
- **PROPOSED LEVEL 2**
- **PROPOSED ROOF**
- **PROPOSED ROOF RIDGE**

### LEGEND

- **AREA REMOVED**
- **DEMO (E) WALL TO ACCOMODATE (E) GARAGE DOOR**
- **DEMO (E) WALL**
- **DEMO (E) PROPERTY WALL WALL**
- **FILL (E) OPENING**
- **EXISTING PROPERTY WALL**
- **EXISTING BASEMENT**
- **EXISTING FLOOR 1**
- **EXISTING ROOF**
- **EXISTING ROOF RIDGE**
- **EXISTING ROOF/LEVEL 2**
- **EXISTING ROOF/LEVEL 3**
- **EXISTING WALL**
- **EXISTING WALL**

### REMARKS

- **THIS PROJECT IS NOT CONSIDERED AS DEMOLITION PER SAN FRANCISCO PLANNING CODE SEC. 317 (2) (B)**
EXISTING LONGITUDINAL SECTION

EXISTING CROSS SECTION

EXISTING CROSS SECTION 1

MISSOURI RESIDENCE
219-223 Missouri Street
San Francisco, CA 94107

1/4" = 1'-0"

Existing Level 1
87.02' (E) Level 1 Plate
95.27'

Existing Roof/Level 2
96.51'

DEMO (E) SKYLIGHTS
DEMO (E) ROOF FRAMING
DEMO (E) FLOOR FRAMING
DEMO (E) INTERIOR WINDOW
DEMO (E) INTERIOR DOOR
DEMO (E) SKYLIGHT
REPLACE (E) DOOR WITH NEW DOOR
DEMO (E) FLOOR FRAMING
DEMO (E) WOOD DECK
DEMO (E) STAR & RAILING
DEMO (E) ROOF RAILING
DEMO (E) ROOF & FLOOR
DEMO (E) SKYLIGHT
DEMO (E) FIXTURES
DEMO (E) DOOR
DEMO (E) DECK RAILING
DEMO (E) DECK
DEMO (E) STAR AND RAILINGS
DEMO (E) GATE
DEMO (E) DOOR
DEMO (E) WOOD DECK
DEMO (E) DECK RAILING
DEMO (E) STAIR & RAILING
DEMO (E) ROOF SKYLIGHTS
DEMO (E) ROOF FRAMING
DEMO (E) FLOOR FRAMING
DEMO (E) INTERIOR WINDOW
DEMO (E) INTERIOR DOOR
DEMO (E) SKYLIGHT
REPLACE (E) DOOR WITH NEW DOOR
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DEMO (E) DECK RAILING
DEMO (E) DECK
DEMO (E) STAR AND RAILINGS
SF PLANNING CODE PRIMARY ISSUES

PROPERTY LINE

FRONT SETBACK & REAR YARD CALCULATIONS

FRONT SETBACK (SEE SECTION 130 AND 131)
FRONT SETBACK IS THE HORIZONTAL DISTANCE FROM THE FRONT PROPERTY LINE ALONG THE STREET TO THE BUILDING WALL CLOSEST TO SUCH PROPERTY LINE.

HEIGHTS

A1. HEIGHT OF A BUILDING OR STRUCTURE SHALL BE TAKEN AT THE CENTERLINE OF THE REAR YARD @ MAIN LEVEL = EXISTING REAR YARD @ LEVELS 2 & 3:
AVERAGE OF NEIGHBOR'S REAR YARD SETBACKS:
REAR YARD AVERAGE SETBACK LINE

SF PLANNING CODE PRIMARY ISSUES

PROPERTY LINE

FRONT SETBACK & REAR YARD CALCULATIONS

FRONT SETBACK (SEE SECTION 130 AND 131)
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HEIGHTS

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AVERAGE OF NEIGHBOR'S REAR YARD SETBACKS:
REAR YARD AVERAGE SETBACK LINE

DECK @ 4TH FLOOR

11' - 1"
5' - 0"
7' - 0" @ 225 MISSOURI ST. + 11' - 1"
11' - 1"
5' - 6 1/2"
7' - 0" @ 225 MISSOURI ST. + 5' - 7"
2' - 6" @ 225 MISSOURI ST.

11' - 1"
5' - 6 1/2"

REAR YARD AVERAGE SETBACK LINE

AREA OF (E) BUILDING TO BE DEMOLISHED

14' - 0"
2' - 6"

0' - 6"

FL

MAXIMUM WEIGHT CALCULATION POINT

PROPOSED SITE PLAN

As indicated

DRAWN:

SCALE:

GDG

DATE:

JOB:

SHEET:

ISSUES

A2.0

AMENDMENTS:

1/2 RUDD STREET

PROVIDED

8' - 0"
2' - 6"
1' - 6"
14' - 0"
2'

223 MISSOURI ST. / 2 = MIN. REQD.
227 MISSOURI ST. / 2 = MIN. REQD.
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:
      1. 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.
   B. Class 1 or 2 vapor barrier is installed on the warm-in-winter side of the ceiling.

2016 CBC, SECTION 1203
1. PROPOSED WEST ELEVATION (MISSOURI STREET)

- PROPOSED LEVEL 1: 83.67'
- PROPOSED LEVEL 2: 92.75'

- EXISTING LEVEL 1: 87.02'
- EXISTING LEVEL 2: 96.51'
- EXISTING LEVEL 3: 102.75'
- EXISTING LEVEL 4: 112.75'

- MID POINT OF SLOPING ROOF: 119.04'

- MATERIALS:
  - Asbestos Shingle Roof
  - Painted Wood Trim
  - Shiplap Wood Siding
  - Painted MDO Plywood Panel
  - Double Hung Windows, Dual Pane w/Low E Glazing
  - Painted Post and Railing
  - Asphalt Shingle Roof
  - Painted Wood Doors, Dual Panel w/Low E Glazing
  - Built-in Gutter, Sheet Metal Wall Coping
  - Painted Wood Siding
  - Painted Wood Panel w/Low E Glazing
  - Painted Wood Trim
  - Painted Wood Garage Doors w/Glass Panels @ Top, MDO Panel @ Middle and Ventilation Grills @ Bottom
  - Sheet Metal Wall Coping
  - Painted Wood Trim
  - Shiplap Wood Siding

- DIMENSIONS:
  - 10' - 0"
  - 6' - 2 7/8"
  - 9' - 5 7/8"
  - 4' - 7 3/4"

- SCALE: 1/4" = 1'-0"

- ISSUES:
  - 119.04' is the elevation @ top of the curb @ midpoint of property
PROPOSED SOUTH ELEVATION
**GS1: San Francisco Green Building Site Permit Submittal Form**

**DATE:** 4/13/2020

**MISMOUSS RESIDENCE**
112 RUSS STREET
SAN FRANCISCO, CA 94107

**DESIGN PROFESSIONAL:**
SANDLAKE ARCHITECTS
219-223 Missouri Street
San Francisco, CA 94107

**SUBMITTAL FORM**
San Francisco Green Building Site Plan

**ISSUES SHEET:** 4/13/2020

**DESIGN PROFESSIONAL:**
SANDLAKE ARCHITECTS
219-223 Missouri Street
San Francisco, CA 94107

---

**INSTRUCTIONS:**
Follow all the requirements for the permit and identify properly the components per the requirements for the permit. For additional requirements, contact the city of San Francisco, Department of Building Inspection, 415-554-6240.

**DESCRIPTION OF PROPOSED WORK:**
The plan is required to show evidence of sustainability verification based on the LEED program.

**NEW CONSTRUCTION**

<table>
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<tr>
<th>#</th>
<th>1-2 Years</th>
<th>3-4 Years</th>
<th>5-7 Years</th>
<th>8-9 Years</th>
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**PROJECT INFO**

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<th>SOURCE OF EXECUTION</th>
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<td>B.</td>
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<td>C.</td>
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<tr>
<td>D.</td>
<td>ROOF</td>
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<td>E.</td>
<td>DEMOLITION</td>
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**MISSOUR RESIDENCE**

219-223 Missouri Street
San Francisco, CA 94107

**RESIDENTIAL PERMIT DOCUMENTS**

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